

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **STEER DAVIES & GLEAVE INC.**, a Delaware corporation, registered to do business in Colorado, with its principal place of business located at 883 Boylston Street, Third Floor, Boston, Massachusetts 02116 (the “Consultant”), collectively “the parties”.

RECITALS

A. The City wishes to procure services from the Consultant to prepare and provide an alternatives analysis for meeting the expected future increase in person-trip demand of the East Colfax corridor.

B. The Consultant is ready, willing, and able to provide these services as set forth below.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Consultant shall fully coordinate all services under the Agreement with the Manager of Public Works (“Manager”), or, if directed, with a designated supervisory person (“Project Manager”). The Consultant shall submit work orders, correspondence, pay requests, and other submissions to the Project Manger.

2. SERVICES TO BE PERFORMED:

a. As the Manager directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, the Scope of Work**, to the City’s satisfaction.

b. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on January 1, 2012, and will expire on June 30, 2014 (the “Term”). Subject to the Manager’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager.

4. COMPENSATION AND PAYMENT:

a. **Fee:** The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement \$1,978,290.00. Amounts billed may not exceed the rates set forth in **Exhibit B**.

b. **Reimbursable Expenses:** The only reimbursable expenses allowed under this Agreement are those identified on the attached Exhibit B. All other expenses are contained in the rates set forth in Exhibit B.

c. **Invoicing:** Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO MILLION TWENTY SEVEN THOUSAND FIVE HUNDRED NINETY AND NO/100 DOLLARS (\$2,027,590.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. **COMPLIANCE WITH DBE AND EQUAL OPPORTUNITY REQUIREMENTS:** The Consultant agrees to comply with all requirements of the City's Equal Employment Opportunity program and the Federal Disadvantaged Business Enterprise Participation program as set out in Article III, Division 2, Chapter 28 of the Denver Revised

Municipal Code, 49 C.F.R. Part 26, and any rules, regulations, and guidelines set forth thereunder for such programs. This compliance shall include the obligation to maintain throughout the term of the contract that level of DBE participation upon which the Agreement was initially awarded, unless otherwise authorized by the law or any rules, regulations, or guidelines. The Consultant identified in its Proposal DBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of twenty one percent (21%). The project goal for DBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is 12%.

6. STATUS OF CONSULTANT: The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

7. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver

all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE”.

8. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Consultant, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

9. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

10. INSURANCE:

a. General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.” Additionally, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the

Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. **Proof of Insurance:** Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverage. Consultant certifies that the certificate of insurance attached as Exhibit C, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. **Additional Insureds:** For Commercial General Liability, Auto Liability and Professional Liability, Consultant and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation:** For all coverages, Consultant's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury

claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

g. Commercial General Liability: Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. Business Automobile Liability: Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. Professional Liability: Consultant shall maintain professional liability limits of \$1,000,000.00 per claim and \$1,000,000.00 aggregate policy limit.

j. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (ii) A severability of interests, separation of insureds or cross liability provision; and
- (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own

expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

11. . DEFENSE AND INDEMNIFICATION:

a. Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

12. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property

13. ASSIGNMENT; SUBCONTRACTING: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

14. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

15. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

17. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or

unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

18. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

19. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Manager of Public Works
201 West Colfax Avenue, Dept. 610
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom

notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

20. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Consultant certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Consultant also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program

requirements related to employee notification and preservation of employee rights.

- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

21. DISPUTES: All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

22. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County

of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

24. COMPLIANCE WITH ALL LAWS: Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

25. LEGAL AUTHORITY: Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

26. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

27. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

28. INTELLECTUAL PROPERTY RIGHTS: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Consultant shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

29. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

30. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant’s advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

31. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

32. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

34. COUNTERPARTS OF THE AGREEMENT: The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201205297-00

Contractor Name: STEER DAVIES & GLEAVE INC

By: 

Name: IAN DRUCE
(please print)

Title: VICE-PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A
SCOPE OF WORK

Exhibit A
Scope of Work

Date December 19, 2011
To Terry Ruitter/CCD
From Tim Baldwin/Steer Davies Gleave

Subject DRAFT Scope and Schedule for East Colfax Transit Alternatives Analysis and Environmental Assessment (REVISED)

Overall Schedule

Our initial proposed rough schedule for the project is shown below, modified and updated from our proposal. It assumes an eighteen-month schedule with Notice to Proceed as of February 1, 2012. A more detailed schedule will be included in the Project Management Plan.

Tasks	Months										
	2012						2013				
	Jan/ Feb	Mar/ Apr	May/ Jun	Jul/ Aug	Sep/ Oct	Nov/ Dec	Jan/ Feb	Mar/ Apr	May/ Jun	Jul/ Aug	
1. Project Mgmt/ Initiation											
2. Purpose & Need											
3. Evaluation Criteria											
4. ID Alternatives											
4a: Screen 1											
4b: Screen 2											
5. Conceptual Engineering											
6. Environmental Assessment											
7. Public Involvement											
- Agency Scoping											
- Public Meetings											
- Task Force Mtgs											
- Community Leader Outreach Mtgs											
- Community Partnership Mtgs											
- Barbershop/ coffeeshop mtgs											
8. Prepare AA/NEPA Document											
Ongoing: Coordination with Modeling Team											
Ongoing: Coordination with FTA											

Key Task Descriptions/Activities

Task 1 - Project Management/Initiation (Initial tasks: February/March 2012; other tasks ongoing throughout project)

- 1.1 Establish Project Management Team (PMT) comprised of key project team members from CCD, RTD, Aurora, and the consultant team (meet twice monthly at minimum; more as warranted).
- 1.2 Prepare Project Management Plan (PMP) to provide details on internal management structures and policies (clear delineation of roles and responsibilities and deadlines); a detailed schedule; quality assurance processes; and describing issues for meeting FTA requirements. The PMP will include an updated scope of services and schedule, which will be developed in discussion with the PMT.
- 1.3 Prepare Environmental Methodology Plan to establish detailed criteria and procedures for the environmental data collection and analysis process. This document will be circulated to resource agencies for review and comment.
- 1.4 Prepare Agency Coordination Plan to incorporate relevant agency coordination, guidance, and comments.
- 1.5 Organize and hold PMT kickoff meeting/corridor tour.
- 1.6 Organize and hold inter-agency meeting on corridor studies and plans.
- 1.7 Organize and hold initial meeting with local FTA staff (ongoing throughout project as needed).
- 1.8 Organize and hold initial meeting with ridership forecasting team (ongoing throughout project as needed).
- 1.9 Develop internal website/file sharing process.
- 1.10 Develop document control and tracking process.
- 1.11 Develop rolling action items list for regular circulation among PMT.
- 1.12 Develop invoice/progress report format and agreement on billing process.

Task 2 - Define Purpose and Need (March-May 2012)

Tasks 2 and 3 are proposed to be conducted simultaneously to ensure integration of public review of proposed evaluation criteria and processes.

- 2.1 Develop draft and final Public Notice of Intent and assist in publication and distribution.
- 2.2 Define study area/data collection: The SDG Team will work with the PMT to define the study area (and subareas as needed) and will conduct an initial high-level data collection effort (with 2035 as the horizon planning year) that can be used to inform

the analysis process. We will develop initial summaries of existing and future conditions (with more detail in advance of alternatives evaluation) such as:

- Land use and development plans and projects in the study area;
- Roadways, transit services, and other transportation infrastructure and services;
- Population and employment;
- Environmentally sensitive areas;
- Other transportation and planning studies; and
- Other data as needed (such as American Community Survey data and other relevant data sources).

- 2.3 Develop white paper on FTA alternatives analysis process, outlining for PMT and stakeholders the requirements of the process and regulatory issues.
- 2.4 Initial Purpose and Need Statement: The team will develop a preliminary purpose and need statement based on the initial data collection effort as a starting point for discussion with the public and affected agencies during the scoping process. This initial draft statement will build on previous and ongoing studies and plans and also will be reviewed by the FTA; it will be a concise summary and explanation of the transportation issues and challenges and other deficiencies in the study area that can be mitigated by a new transportation investment. It also will set the overall philosophy of how to meet those challenges. The Purpose and Need Statement will (if needed) be updated after the Alternatives Analysis is complete and will form the basis for any needed additional FTA documentation (including the FTA “Start-Up” package).

Task 3 - Preliminary Evaluation Criteria (March-May 2012)

- 3.1 Develop **evaluation criteria**: SDG will integrate the Multiple Account Evaluation (MAE) process with the traditional three-level screening process, incorporating New Starts/Small Starts criteria wherever possible. Details on evaluation criteria and process are provided in subsequent tasks.
- 3.3 Develop initial long list of alternatives: After consultation with the PMT, the project team will develop a “long list” of potential alignments and technologies for consideration in the study area. At this early stage of deliberation, all reasonable alternatives will be considered for public and agency review and will be modified as appropriate as a result of scoping.
 - **Alignment options** will be analyzed as to their suitability for transit enhancements. The SDG Team will document potential right-of-way availability or constraints, travel patterns, infrastructure issues, and applicability to transit solutions (such as their suitability for exclusive or semi-exclusive guideways).

- Once the potential travel corridors have been identified, the SDG team will identify the **vehicle technologies** that could be applicable to each based on our previous review of worldwide technology opportunities. We also will document why a particular technology may not be suited to a particular corridor.
- 3.4 **Task Force Meeting No. 1 (May 2012) [NOTE: See Appendix A for list of potential members]**
- Project kickoff/overview
 - Purpose and need discussion
 - SWOC analysis: After the initial data collection, the project team will develop a “Strengths/ Weaknesses/Opportunities/ Challenges” (SWOC) Analysis with the Task Force to document the major findings and issues explored in the initial data collection effort. The output of the SWOC process will include summary tables designed to capture all the key issues in a format for discussion with the PMT, stakeholders, and the general public. The result of the SWOC process will be a set of goals and objectives that can be used to inform the final Purpose and Need statement .
 - Initial long list of alternatives
 - Evaluation criteria agreement
 - Peer city forum: As part of this process, we will incorporate the direct participation of staff members from other cities who have been involved in similar recent alternatives analyses to help the Task Force understand issues and challenges and share ‘lessons learned.’ This forum may be a combination of direct attendance and/or videoconferencing.
- 3.5 **Public scoping meetings (Public Meeting Set No. 1 - May 2012) [NOTE: Likely two meetings per set at consistent locations - see Appendix C for list of potential meeting sites]**
- Project overview
 - Initial purpose and need statement
 - Evaluation criteria description
 - Long list of alternatives
- 3.6 **Agency scoping meeting (May 2012) [NOTE: See appendix B for list of agencies]**
- Project overview
 - Discussion on EA process (vs. EIS)
 - Review and comment on Environmental Methodology Plan
 - Initial purpose and need statement

- Agency coordination process
 - Evaluation criteria
 - Long list of alternatives
- 3.7 Purpose and need completion: Based on public and agency comments, the project team will refine and update the purpose and need statement and will review with FTA.

Task 4 - Identification of Alternatives (May-September 2012)

- 4.1 Refine long list of alternatives based on public and agency comments
- 4.2 Conduct initial screening (Screen 1 - Multiple Account Evaluation): **Screen 1** is a pre-screening exercise to examine all feasible alternatives. In a workshop setting, we will examine all potential alignment and technology alternatives that have been developed as a result of our data collection and initial public meeting/scoping process and will eliminate those that are not considered reasonable or feasible due to insurmountable engineering, environmental, or cost issues. At this stage, all alternatives are stand-alone and could result in 15-20 viable options for further analysis.
- 4.3 **Task Force Meeting No. 2 (July 2012)**
- Results of Screen 1
 - Technology forum: The SDG Team will organize and hold a technology forum with its Senior Modal Advisory Team as part of the Task Force meeting.
- 4.4 **Public Meeting Set No. 2 (July 2012)**
- Results of Screen 1
 - Review of technology forum
- 4.5 Define conceptual alternatives: As a result of screen 1, the project team will develop conceptual alternatives to a sufficient level of detail to provide conceptual screening. This will be the first attempt at ‘mixing and matching’ alignment and technology alternatives and will include initial analysis of intermodal opportunities and system-wide integration.
- 4.6 Conduct conceptual screening (Screen 2 - Multiple Account Evaluation): **Screen 2 (conceptual evaluation)** will subject the remaining alignment and technology alternatives to a more comprehensive screening process to narrow the study’s focus to viable alternatives in each segment of the study area or combinations of segments. The result of this process is anticipated to be two to four alignment technology combinations - a “short list” - to advance to the next stage of detailed evaluation. The “short list” will include a No Build and a Baseline/ Transportation System Management (TSM) alternative that is used for comparison to one or more

Build alternatives. Our assessment criteria at this stage may include (but are not limited to):

- Costs: We will develop conceptual capital and operating cost estimates for the alternatives using our team's collective experience with transportation system design throughout North America and Europe.
- Environmental issues: We will prepare an environmental fatal flaw analysis for each of the alternatives based on preliminary environmental investigations.
- Compatibility with local plans and policies.
- Bicycle/pedestrian connectivity.
- Potential construction impacts.
- Operational impacts: We will develop conceptual operations plans for the alternatives to help identify fatal flaws.
- Ridership potential: We will work with the ridership team to develop planning-level ridership estimates for the alternatives. These estimates will be order-of-magnitude forecasts.
- Cost-effectiveness: We will develop a rough cost-per-trip index based on the assessment of ridership potential and conceptual capital and operating costs.
- System continuity: We will examine each alternative's ability to effectively interact with the larger regional transportation network and will also note issues related to future expansion.

4.7 Task Force Meeting No. 3 (October 2012)

- Results of Screen 2

4.8 Public Meeting Set No. 3 (October 2012)

- Results of Screen 2

Task 5 - Conceptual Engineering (October 2012-February 2013)

5.1 10% design level for two to four Build Alternatives, including:

- Plan and profile drawings at 10% level and ___ scale, including right-of-way requirements
- Typical sections including at major intersections
- Urban design schematics
- Major traffic engineering issues
- Conceptual station/stop locations and configurations
- Drainage schematics

- Utilities schematics
- Systems and communications requirements
- Maintenance facility requirements and potential locations
- Conceptual operating plans
- Conceptual capital and operating cost estimates

Task 6 - Environmental Assessment (October 2012-February 2013)

6.1 Existing conditions/Environmental impacts/proposed mitigation measures of two to four Build alternatives (and No-Build and TSM) at EA level of documentation.

Potential resource areas may include but are not limited to:

- Transportation System Impact Analysis
 - Compatibility with local and regional transportation plans and policies
 - Impacts on roadway operations. This will include documentation of each alternative's impact on corridor and regional vehicle miles traveled (VMT) and vehicle hours traveled (VHT) - both derived from the regional travel model.
 - Impact on and interaction with bicycle and pedestrian facilities in the study area along with recommendations on improving connections.
 - Transportation-related construction impacts of the alternatives, including a determination of potential impacts on businesses during construction.
- Physical and Natural Environmental Impact Analysis
 - Land use and planning
 - Right-of-way/property acquisitions
 - Historic, archaeological, and cultural resources
 - Hazardous materials
 - Economic activity
 - Community effects
 - Parklands and related areas
 - Indirect and cumulative impacts
 - Visual and aesthetic resources
 - Soils and geology
 - Biological resources
 - Hydrology and water quality

- Air quality
- Noise and vibration
- Energy
- Public safety and security
- Utilities
- Environmental justice

6.2 Prepare draft EA documentation (technical memos) for incorporation in final report

6.3 **Task Force Meeting No. 4 (January 2013)**

- Review conceptual designs
- Review preliminary EA findings

Task 7 - Public Involvement (Initial tasks February/March 2012; others ongoing throughout project)

7.1 Tasks 1 and 2 - Project Initiation/Management and Develop Purpose and Need:

- Develop Public Involvement Plan (PIP)
- Establish Project Messaging/Positioning/Branding
- Develop initial project informational materials
- Develop project website and social media tools
- Develop stakeholder database
- Establish project Task Force (**NOTE: See appendix A for list of potential members**)
- Develop and distribute initial project announcements in conjunction with Notice of Intent/scoping (mailings/flyers/media materials)
- Prepare social media updates for scoping
- Establish and initiate Community Partnership Program Outreach program (joint meetings with neighborhood groups and activities) - Meeting set No. 1 (project introduction, general information gathering - March 2012)
- Establish and initiate Barbershop/coffeeshop tour meeting set no. 1 (project introduction, general information gathering - March 2012)

7.2 Task 3 - Evaluation Criteria:

- Establish and initiate Community Leader Outreach program - Meeting Set No. 1 (April 2012)

- Hold agency scoping meeting (May 2012)
- Public meeting (scoping) No. 1 - May 2012 [NOTE: See Appendix C for list of potential meeting sites]
- Task Force Meeting No. 1 - May 2012 (project introduction, purpose and need discussion, SWOC analysis)
- Develop video update No. 1 - May 2012
- Media updates and coordination
- Barbershop/coffeeshop tour No. 2 - May 2012
- Social media/website updates

7.3 Task 4 - Identify Alternatives:

- Long list of alternatives/Screen 1:
 - Barbershop/coffeeshop tour No. 3 - July 2012
 - Social media/website updates
 - Task Force Meeting No. 2 - July 2012
 - Public Meetings Set No. 2 - July 2012
 - Community Partnership Program Outreach No. 2 - July 2012
 - Social media updates
- Screen 2
 - Barbershop/coffeeshop tour No. 4 - September 2012
 - Media updates
 - Task Force Meeting No. 3 - October 2012
 - Public Meetings No. 3 - October 2012
 - Community Leader Outreach No. 2 - October 2012
 - Video update No. 2 - October 2012
 - Social media updates
 - Barbershop/coffee shop tour No. 5 - November 2012

7.4 Task 5/6: Conceptual Engineering/Environmental Analysis (Screen 3)

- Task Force Meeting No. 4 - January 2013
- Community Partnership Outreach No. 3 - January 2013
- Visualizations set No. 1

- | Typical trip website tool developed
- | Community Leader Outreach No. 3 - January 2013
- | Video update No. 3 - January 2013
- | Social media updates
- | Barbershop/coffeeshop tour No. 6 - January 2013
- | Social media updates

7.6 Task 8: Prepare AA/EA Documents

- | Barbershop/coffeeshop tour No. 7 - March 2013
- | Video Update No. 4 - March 2013
- | Visualizations set No. 2
- | Community Leader Outreach No. 4 - April 2013
- | Public Meeting No. 4 (public hearing) - April 2013
- | Task Force Meeting No. 5 - April 2013
- | Social media updates
- | Community Partnership Program Outreach No. 4 - April 2013
- | Video Update No. 5 - July 2013
- | Task Force Meeting No. 6 (final recommendations, comment review) - July 2013
- | Social media updates

Task 8 - Prepare AA/EA Documents (February-July 2013)

- 8.1 Complete Screen 3 based on conceptual engineering and environmental analysis
- 8.2 Prepare draft LPA Recommendation
- 8.3 Prepare draft document for public/agency distribution and review
- 8.4 **Task Force Meeting No. 5 (April 2013)**
 - Review draft EA, LPA recommendation
- 8.5 **Public Meeting Set No. 4 (Public Hearing - April 2013)**
 - Review of public comments
 - Review and refine LPA recommendation
 - Project delivery discussion
- 8.6 Incorporate comments into draft document
- 8.7 Prepare final document
- 8.8 Prepare draft FONSI
- 8.9 **Task Force Meeting No. 6 (July 2013)**
 - Confirm LPA
 - Review comments and responses
 - Agreements on next steps

APPENDIX A: LIST OF POTENTIAL TASK FORCE MEMBERS (In addition to PMT)**Aurora Business Groups**

1. Aurora Chamber of Commerce
2. Aurora Economic Development Council
3. Children's Hospital
4. Fitzsimons Redevelopment Authority
5. University Of Colorado
6. University Of Colorado Hospital
7. VA Hospital

Denver Business Groups

1. Auraria Higher Education Campus (Jill Jennings)
2. Colfax Business Improvement District * (Stephanie Salazar & Leonard Austin)
3. Colfax On The Hill
4. Downtown Denver Partnership (Aylene McCallum)
5. East High School (Sophie Bloom)
6. The Fax Partnership* (Hilarie Portell)
7. Points Historical Redevelopment Corp.
8. Santa Fe Drive Redevelopment Corp.

Aurora Neighborhood/Community Groups

1. East Colfax Task Force
2. Friendly Village Aurora N.O.
3. Berkshire Place Condo
4. Hearthstone Townhouse Association
5. Hillcrest Village HOA
6. Neighborhood Action Team, OAR
7. Norfolk Glen Neighborhood Association
8. North Aurora Apt. Co.

Denver Neighborhood/Community Groups

1. Balustrade HOA
2. Bellvue-Hale Neighborhood Association.
3. Capitol Hill United Neighborhoods* (Roger Armstrong)
4. City Park West Neighborhood Association.
5. Civic Center Association
6. Congress Park Neighbors, Inc.
7. Cultural Arts Residential Organization
8. Curtis Park Neighbors
9. Downtown Denver Residents
10. East Montclair Neighborhood Association
11. Golden Triangle Museum District
12. Greater Park Hill Community, Inc.
13. Historic Montclair Community Association
14. La Alma/Lincoln Park Neighborhood Association.
15. La Alma Community Action Group

16. Mayfair Neighbors, Inc.
17. Neighbors And Friends For Cheesman Park
18. South City Park Neighborhood Association.
19. South Park Hill Neighborhood Org.
20. Sumner Neighborhood Association
21. Swallow Hill Neighborhood Association.
22. Triangle Neighborhood Association.
23. Unskinkables, Inc.
24. Uptown Alliance
25. Wyman Historic District Neighborhood Association

Government (optional as needed beyond PMT)

1. City and County of Denver (City Council, OED, other CPD, other DPW, Historic Preservation, Parks, Police)
2. Other RTD
3. City of Aurora (City Council, other staff)
4. CDOT
5. DRCOG

APPENDIX B - LIST OF RESOURCE AGENCIES FOR AGENCY SCOPING AND OTHER ONGOING COMMUNICATIONS

1. Colorado Department of Transportation
2. Colorado Division of Wildlife
3. Colorado Department of Public Health and Environment
4. Federal Highway Administration
5. State Historic Preservation Office
6. US Army Corps of Engineers
7. US EPA
8. US Fish & Wildlife Service
9. US Federal Transit Administration
10. US Department of Housing and Urban Development
11. Denver Housing Authority
12. Fitzsimons Redevelopment Authority
13. Urban Drainage and Flood Control District
14. Public Utilities Commission

APPENDIX C - LIST OF POTENTIAL MEETING LOCATIONS

Public meetings:

- National Jewish Hospital
- Anschutz Medical Center Tri-Visible Conference Center

Task Force - options include:

- Tattered Cover
- Irish Snug
- Montclair Community Center
- Denver FilmCenter
- East High School (in season)

EXHIBIT B

RATES AND KEY PERSONNEL

East Colfax Transit Alternatives Analysis & Environmental Assessment

Steer Davies Gleave and Team

Draft Cost Proposal - December 2011

Draft - subject to change based on continuing discussions on scope and schedule with City and County of Denver

\$2,027,590

Steer Davies Gleave											Hours by Personnel and Task Description	
Personnel	Burdened Hourly Rate	Task 0 Project Initiation	Task 1 Purpose and Need	Task 2 Evaluation Criteria	Task 3 ID of Alternatives	Task 4 Conceptual Engineering	Task 5 Environmental Assessment	Task 6 Public Involvement	Task 7 Prepare AA/ NEPA Doc	Total Hours	Total Cost	
Tim Baldwin - Project Manager	\$235	80		80	40	40	180	240	180	880	\$206,800	
Ian Druce - Project Director and Alt. Dev.	\$200		8	8	20	20	20	20	20	116	\$23,200	
Chris Proud - Planning Services Task Lead	\$180	40	40	80	120	120	300	200	200	1100	\$198,000	
David Cuneo - Modeling Liaison	\$190						40			40	\$7,600	
Ian Sproul - Design Concepts, Modal Team	\$160				32	240	32	32	32	368	\$58,880	
Geoff England - Data Collection/Land Use	\$120		120						72	192	\$23,040	
Andrew Desautels - Data Collection/Analysis	\$150		120	0	0	0	0	0	72	192	\$28,800	
Dick Dapre - Ops. Planning/Modal Team (Bus)	\$170				16		32			48	\$8,160	
Charlotte Spetch - Ops. Planning/O&M Cost	\$120				16		32			48	\$5,760	
Lisa Buchanan - Modal Team (TDM)	\$180				16		32			48	\$8,640	
Peter Piet - Modal Team (Urban Realm)	\$185				16		32			48	\$8,880	
Bill Kay - Modal Team (BRT)	\$190				16		32			48	\$9,120	
Craig Nelson - Systems	\$125					32				32	\$4,000	
Clare Seldon - Graphics, Mapping	\$115	16	16	16	32		32	80	80	272	\$31,280	
Matt Booley - Graphics, Visualizations	\$130							80	120	200	\$26,000	
Administration	\$95	32	32	32	32	32	32	32	32	256	\$24,320	
Other Staff Support	\$125	32	32	80	80	80	80	80	120	584	\$73,000	
Total Task Hours		200	408	296	436	564	876	764	928	4,472		
TOTAL PRIME TASK LABOR COSTS		\$34,880	\$59,480	\$49,680	\$70,360	\$90,440	\$156,780	\$134,160	\$149,700		\$745,480	
PRIME CONSULTANT											Directly Reimbursable Expenses	
Reimbursable Expenses		Task 0 Project Initiation	Task 1 Purpose and Need	Task 2 Evaluation Criteria	Task 3 ID of Alternatives	Task 4 Conceptual Engineering	Task 5 Environmental Assessment	Task 6 Public Involvement	Task 7 Prepare AA/ NEPA Doc	Total Hours	Total Cost	
Postage/Deliveries	\$500	\$200	\$200	\$200	\$200	\$200	\$500	\$500	\$500		\$2,800	
Copying/Printing	\$500	\$500	\$500	\$250	\$250	\$1,000	\$1,000	\$2,000	\$1,500		\$7,000	
Travel					\$2,000	\$2,000	\$2,000	\$5,000	\$5,000		\$11,000	
Local Travel	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$500	\$500		\$2,500	
Miscellaneous/contingencies	\$1,000	\$1,000	\$2,000	\$2,000	\$2,000	\$5,000	\$5,000	\$5,000	\$5,000		\$26,000	
TOTAL PRIME REIMBURSABLE EXPENSES	\$2,250	\$1,950	\$2,700	\$2,700	\$4,700	\$8,450	\$8,750	\$13,000	\$7,500		\$49,300	
SUBCONSULTANTS (See separate worksheets for each)												
* - DBE firm	Team Member	Task 0 Project Initiation	Task 1 Purpose and Need	Task 2 Evaluation Criteria	Task 3 ID of Alternatives	Task 4 Conceptual Engineering	Task 5 Environmental Assessment	Task 6 Public Involvement	Task 7 Prepare AA/ NEPA Doc	Total Hours	Total Cost	
Apex Design*		\$7,636	\$9,594	\$6,650	\$31,214	\$79,670	\$45,750	\$6,510	\$9,388		\$196,412	
Hours	80	88	56	288	732	412	40	104		1800		
CH2M HILL		\$5,930	\$1,050	\$1,000	\$200	\$76,380	\$30,400	\$6,300	\$10,580		\$131,840	
Hours	36	4	4	0	432	160	30	60		726		
Entelechy*		\$3,510	\$830	\$880	\$15,340	\$13,840	\$10,400	\$16,400	\$5,320		\$66,520	
Hours	36	4	4	128	104	72	116	40		504		
GBSM		\$12,850	\$5,210	\$5,210	\$5,210	\$5,210	\$8,970	\$134,450	\$15,250		\$192,360	
Hours	108	26	26	26	26	42	860	88		1202		
Goodbee & Associates*		\$4,070	\$100	\$100	\$100	\$16,450	\$10,050	\$100	\$4,170		\$35,140	
Hours	32	0	0	0	148	80	0	32		292		
Hispanidad		\$2,360	\$0	\$0	\$0	\$0	\$0	\$19,090	\$0		\$21,450	
Hours	16	0	0	0	0	0	104	0		120		
HMMH		\$3,140	\$0	\$0	\$0	\$0	\$35,660	\$0	\$2,480		\$41,280	
Hours	24	0	0	0	0	0	224	0	16	264		
Leland Consulting		\$3,580	\$680	\$680	\$680	\$680	\$19,230	\$13,330	\$1,560		\$40,420	
Hours	24	4	4	4	4	4	120	80	8	248		
OV Consulting*		\$3,160	\$780	\$1,360	\$17,600	\$17,850	\$18,100	\$12,200	\$2,360		\$73,410	
Hours	24	4	8	120	120	120	120	80	16	492		
Pinyon Environmental*		\$7,692	\$2,432	\$2,432	\$2,432	\$2,432	\$135,480	\$24,060	\$22,428		\$199,388	
Hours	64	16	16	16	16	16	1360	180	192	1860		
PUMA		\$8,280	\$6,300	\$6,300	\$5,800	\$200	\$43,660	\$43,200	\$12,040		\$125,780	
Hours	48	32	32	32	0	0	296	240	64	744		
RockSol*		\$4,230	\$0	\$0	\$0	\$16,920	\$9,560	\$0	\$2,970		\$33,680	
Hours	24	0	0	0	0	144	80	0	24	272		
Two Hundred Inc.*		\$2,020	\$0	\$0	\$0	\$0	\$0	\$22,150	\$960		\$25,130	
Hours	16	0	0	0	0	0	0	160	8	184		
Total Subconsultant Hours		532	178	150	614	1,726	2,966	1,890	652	8,708		
TOTAL SUBCONSULTANT COST		\$68,458	\$26,976	\$24,612	\$78,576	\$229,632	\$367,260	\$297,790	\$89,506		\$1,182,810	
CONTINGENCIES		\$5,000	\$10,000	\$10,000	\$10,000	\$10,000	\$5,000	\$0	\$0		\$50,000	
Total Costs By Task												
TOTAL COST SUMMARY		Task 0 Project Initiation	Task 1 Purpose and Need	Task 2 Evaluation Criteria	Task 3 ID of Alternatives	Task 4 Conceptual Engineering	Task 5 Environmental Assessment	Task 6 Public Involvement	Task 7 Prepare AA/ NEPA Doc	Total Hours	Total Cost	
Total SDG Labor		\$34,880	\$59,480	\$49,680	\$70,360	\$90,440	\$156,780	\$134,160	\$149,700	4,472	\$745,480	
Total SDG Reimbursable Expenses		\$2,250	\$1,950	\$2,700	\$4,700	\$8,450	\$8,750	\$13,000	\$7,500		\$49,300	
Total Subconsultant Costs		\$68,458	\$26,976	\$24,612	\$78,576	\$229,632	\$367,260	\$297,790	\$89,506	8,708	\$1,182,810	
Total Contingencies		\$5,000	\$10,000	\$10,000	\$10,000	\$10,000	\$5,000	\$0	\$0		\$50,000	
GRAND TOTAL		\$110,588	\$98,406	\$86,992	\$163,636	\$338,522	\$537,790	\$444,950	\$246,706		\$2,027,590	
TOTAL HOURS BY TASK		732	586	446	1,050	2,290	3,842	2,654	1,580	13,180		

DBE Summary:	Fee	% of total
Apex Design	\$196,412	9.7%
Entelechy	\$66,520	3.3%
Goodbee & Associates	\$35,140	1.7%
OV Consulting	\$73,410	3.6%
Pinyon Environmental	\$199,388	9.8%
RockSol	\$33,680	1.7%
Two Hundred Inc.	\$25,130	1.2%
TOTAL	\$629,680	31.1%

memo

Date February 3, 2012
To Terry Ruitter/CCD
From Tim Baldwin/Steer Davies Gleave

Subject DRAFT List of Key Personnel and Categories/Rates for Consultant Team

As requested, the following tables includes a list of key personnel for each firm involved in the SDG Team for the East Colfax Transit Alternatives Analysis and Environmental Assessment.

Table 1: Firms/Key Individuals and Responsibilities

Firm Name/Key Staff	Responsibility
Steer Davies Gleave <ul style="list-style-type: none"> • Tim Baldwin, AICP, Project Manager • Chris Proud, AICP, Planning Services Lead • Ian Druce • Ian Sproul 	<ul style="list-style-type: none"> • Project management, , alternatives analysis, evaluation criteria, mode analysis • Planning task management, alternatives analysis • Alternatives analysis, QA/QC • Alignment concept design
Apex Design <ul style="list-style-type: none"> • Melissa Rosas, PE, Technical Services Lead • Scott Thomas, PE 	<ul style="list-style-type: none"> • Task management, traffic engineering • Intelligent Transportation Services
CH2M HILL <ul style="list-style-type: none"> • Michelle Pinkerton, PE • Andy Leong, PE • Doug Stewart 	<ul style="list-style-type: none"> • Roadway design • Guideway design • Drainage analysis
Entelechy <ul style="list-style-type: none"> • Deana Swetlik 	<ul style="list-style-type: none"> • Urban design
GBSM <ul style="list-style-type: none"> • Andy Mountain, Public Involvement Lead 	<ul style="list-style-type: none"> • Public and agency involvement and outreach
Goodbee & Associates <ul style="list-style-type: none"> • Lisa Goodbee 	<ul style="list-style-type: none"> • Utilities and related built environmental design issues
Hispanidad <ul style="list-style-type: none"> • Jennifer Lucero 	<ul style="list-style-type: none"> • Multicultural outreach
HMMH <ul style="list-style-type: none"> • Dave Towers 	<ul style="list-style-type: none"> • Noise and vibration analysis
Leland Consulting <ul style="list-style-type: none"> • Chris Zahas 	<ul style="list-style-type: none"> • Economic and land use analysis
OV Consulting <ul style="list-style-type: none"> • Beth Vogelsang, AICP • Chris Vogelsang 	<ul style="list-style-type: none"> • Transit operations analysis • Traffic engineering
Pinyon Environmental <ul style="list-style-type: none"> • Scott Epstein, AICP, Environmental Lead 	<ul style="list-style-type: none"> • Natural environmental issues/drainage
Progressive Urban Management Associates <ul style="list-style-type: none"> • Brad Segal • Anna Jones 	<ul style="list-style-type: none"> • Economic and land use analysis • Outreach
RockSol Consulting Group <ul style="list-style-type: none"> • Saeid Saeb 	<ul style="list-style-type: none"> • Geotechnical and soils analysis
Two Hundred, Inc. <ul style="list-style-type: none"> • Marjorie Alexander 	<ul style="list-style-type: none"> • Visualizations, web site design

Table 2: Labor Categories and Rates by Firm

Firm Name/Labor Category	Average Burdened Rate
Steer Davies Gleave • Associate II <ul style="list-style-type: none"> ○ Tim Baldwin • Associate I <ul style="list-style-type: none"> ○ Ian Druce ○ Chris Proud ○ David Cuneo ○ Peter Piet ○ Bill Kay • Principal Consultant <ul style="list-style-type: none"> ○ Dick Dapre ○ Lisa Buchanan • Senior Consultant <ul style="list-style-type: none"> ○ Ian Sproul • Consultant <ul style="list-style-type: none"> ○ Andrew Desautels • Assistant Consultant <ul style="list-style-type: none"> ○ Geoff England ○ Charlotte Spetch ○ Craig Nelson ○ Clare Seldon ○ Matt Booley • Support Staff	(Maximum rate per category) • \$240 • \$200 • \$180 • \$165 • \$150 • \$130 • \$ 95
Apex Design • Senior Engineer • Traffic Engineer • Technical Support • Administration	• \$119 • \$100 • \$ 65 • \$ 60
CH2M HILL • Senior Engineer • Engineer • Senior Planner • Admin/tech support	• \$200 • \$165 • \$140 • \$ 80
Entelechy • Urban Designer • Senior Planner/Landscape Architect • Planner/Landscape Architect • Admin support	• \$140 • \$130 • \$ 85 • \$ 40
GBSM • Principal • Senior Associate • Associate • Admin support	• \$235 • \$170 • \$120 • \$ 50
Goodbee & Associates • Principal • Lead Project Engineer • Project Assistant	• \$140 • \$130 • \$ 80

memo

<ul style="list-style-type: none"> • Admin support 	<ul style="list-style-type: none"> • \$ 90
Hispanidad <ul style="list-style-type: none"> • Senior Strategist • Translation • Admin support 	<ul style="list-style-type: none"> • \$200 • \$ 85 • \$ 70
HMMH <ul style="list-style-type: none"> • Principal • GIS • Technical support • Admin support 	<ul style="list-style-type: none"> • \$200 • \$130 • \$110 • \$ 90
Leland Consulting <ul style="list-style-type: none"> • Project Manager • Market Analyst • Analyst • Admin support 	<ul style="list-style-type: none"> • \$170 • \$140 • \$110 • \$ 70
OV Consulting <ul style="list-style-type: none"> • Principal • Admin support 	<ul style="list-style-type: none"> • \$145 • \$ 75
Pinyon Environmental <ul style="list-style-type: none"> • Principal • Historian/Senior analyst • Project Manager • Senior Environmental Scientist • Environmental Scientist II • Environmental Scientist I • Project Assistant • Admin support 	<ul style="list-style-type: none"> • \$167 • \$156 • \$127 • \$ 97 • \$ 87 • \$ 79 • \$ 70 • \$ 48
Progressive Urban Management Associates <ul style="list-style-type: none"> • Principal II • Principal I • Technical support • Admin support 	<ul style="list-style-type: none"> • \$200 • \$150 • \$125 • \$ 80
RockSol Consulting Group <ul style="list-style-type: none"> • Project Manager • Structural Engineer • Geotechnical/geological engineer • Admin support 	<ul style="list-style-type: none"> • \$140 • \$120 • \$100 • \$ 80
Two Hundred, Inc. <ul style="list-style-type: none"> • Principal • Tech support 	<ul style="list-style-type: none"> • \$120 • \$120

Exhibit C


Insurance ACORD



Stackhouse Poland

Private ▪ Corporate ▪ Charity

CERTIFICATE OF PROFESSIONAL INDEMNITY INSURANCE

Insured	Steer Davies & Gleave Steer Davies & Gleave Limited
Address	28-32 Upper Ground, London, SE1 9PD
Insurers	Chartis Insurance UK Limited
Policy No.	34680388
Period of Insurance	31 st August 2011 to 31 st August 2012
Limit of Indemnity	£1,000,000 Any One Claim, Costs and Expenses in addition however £1,000,000 Aggregate plus Costs in respect of Pollution and Seepage however £1,000,000 Aggregate plus Costs in respect of USA/Canada
Excess:	£150,000 Each and Every Claim not applicable to Costs and Expenses capped at three times that level in the policy period, thereafter nil Each and Every Claim not applicable to Costs and Expenses
Signed	 Stephen G Salmon Account Director
For and on behalf of:	Stackhouse Poland Limited 7 Holyrood Street London SE1 2E1
Date	26 August 2011



INVESTOR IN PEOPLE



Policy Information Page

[1] Named Insured and Mailing Address STEER DAVIES & GLEAVE INC. 883 Boylston Street 3rd Floor Boston, MA 02116 Federal Employer's ID 45-0585269 Risk ID Number 805540	Agency PAYCHEX INSURANCE AGENCY 150 Sawgrass Drive Rochester, NY 14620 Agency Code: NYPAYC10 Insured is Corporation
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[2] Policy Period From January 11, 2012 to January 11, 2013, 12:01 AM, standard time at the insured's mailing address.

[3] Coverage A. Workers' Compensation Insurance - Part One of this policy applies to the Workers' Compensation Law of the following states: Massachusetts B. Employer's Liability Insurance - Part Two of this policy applies to work in each of the states listed in item [3]A. The limits of our liability under Part Two are: Bodily Injury by Accident - each accident \$100,000 Bodily Injury by Disease - each employee \$100,000 Bodily Injury by Disease - policy limit \$500,000 C. Other States Insurance - Part Three of this policy applies to all states, except any state listed in item [3]A. and the states of North Dakota, Ohio, Washington, and Wyoming. D. This policy includes these endorsements and schedules: See Extension of Information Page - Schedule of Forms

[4] Premium The Premium Basis and, therefore, the premium will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All required information is subject to verification and change by audit. (Continued on another page)

Total Estimated Policy Premium	\$	1,210
Total Surcharges/Assessments	\$	42
Total Estimated Cost	\$	1,252

INTERNAL USE XX
MGA : STWC350355
Date : 12/19/2011
MANOTE