

## AGREEMENT

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **FOX TUTTLE HERNANDEZ TRANSPORTATION GROUP**, a Colorado limited liability company, with its principal place of business located at 5974 N 79<sup>TH</sup> ST, LONGMONT CO 80503 and a principal office mailing address of **P.O. BOX 19768 BOULDER, CO 80308** (the "Consultant"), jointly "the parties".

The parties agree as follows:

**1. COORDINATION AND LIAISON:** The Consultant shall fully coordinate all services under the Agreement with the Executive Director of Public Works, ("Executive Director") or, the Executive Director's Designee.

**2. SERVICES TO BE PERFORMED:**

**a.** As the Executive Director 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 is ready, willing, and able to provide the services required by this Agreement.

**c.** 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 **July 6, 2015** and will expire on **July 5, 2016** (the "Term"). Subject to the Executive Director'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 Executive Director.

**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 the amount of **ONE HUNDRED EIGHTY - ONE THOUSAND NINE HUNDRED THIRTY - FIVE AND 0/100 DOLLARS (\$181,935.00)** for fees. Amounts billed may not exceed the rates set forth in **Exhibit B**. There are no reimbursable expenses allowed under the Agreement. All of the Consultant's expenses are contained in the rates in **Exhibit B**.

**b. Reimbursable Expenses:** The Consultant shall be reimbursed for expenses that are contained in the rates in **Exhibit B**, receive pre-approval from the City and are properly invoiced, up to a not-to-exceed amount of **EIGHTEEN THOUSAND AND 0/100 DOLLARS (\$18,000.00)**, for expenses incurred in connection with the engagement. Other expenses of Consultant shall be presumed to be included in the Consultant's fee.

**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 **ONE HUNDRED NINETY NINE THOUSAND NINE HUNDRED THIRTY - FIVE AND 0/100 DOLLARS (\$199,935.00)** (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 this 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. 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.

**6. 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 Executive Director.

**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".

**7. 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.

**8. 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.

**9. 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 requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement and shall reference the City contract number listed on the signature page of this Agreement. Said 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. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. 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 coverages required under this Agreement. 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 include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**d. Waiver of Subrogation:** For all coverages required under this Agreement, 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 (Errors & Omissions):** Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

**j. Additional Provisions:**

(i) For Commercial General Liability, the policy must provide the following:  
(i) That this Agreement is an Insured Contract under the policy;  
(ii) Defense costs are outside the limits of liability;  
(iii) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and  
(iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:  
(a) 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.  
(b) 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.

**10. 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 shall defend any and all Claims which may be brought or threatened against City and shall 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 will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

**d.** Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant is responsible to 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.

**11. 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.

**12. 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 Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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 if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

**18. 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:

Executive Director of Public Works or Designee  
201 West Colfax Avenue, Dept. 506  
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.

**19. 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 either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required 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 shall also 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.

**20. 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 Executive Director as defined in this Agreement.

**21. 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 (Denver District Court).

**22. COMPLIANCE WITH M/WBE REQUIREMENT:** This Agreement is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (DRMC), designated as Section 28-31 – 28-36 and 28-52 – 28-90 DRMC, and referred to in this Agreement as the “M/WBE Ordinance”. Without limiting the general applicability of the foregoing, the Consultant acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 of the DRMC to maintain throughout the duration of this Agreement, compliance with the level of minority and Woman business enterprise participation, upon which the city approved the award of this Agreement to the Consultant and the Consultant further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the m/WBE Ordinance shall subject the Consultant to sanctions in accordance with Section 28-77 of the DRMC. Nothing contained in this provision or in the M/WBE Ordinance shall negate the City’s right to prior approval of subcontractors, or substitutes therefore, under this Agreement.

**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, URLs, domain names, music, sketches, web pages, 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 and shall register such items in the name of the City and County of Denver unless the Executive Director directs otherwise in writing. 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 Executive Director. 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 Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**31. CONFIDENTIAL INFORMATION:**

**a. City Information:** Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**32. 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.

**33. 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.

**34. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** 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.

**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 under the Agreement, 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.

**Contract Control Number:**

By: 

Name: **Carlos Hernandez**  
(please print)

Title: **Principal**  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**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 \_\_\_\_\_

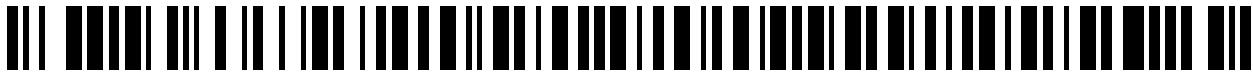
APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



# Exhibit A

# **Exhibit A, the Scope of Work**

## **Denver Moves Broadway/Lincoln**

### **Phase 1: Broadway/Lincoln Corridor Study**

**(July-November 2015)**

#### **Task 1: Project Management**

Our team is committed to managing this project responsibly while collaborating with the Project Management Team (PMT). This Project Management Plan outlines the roles and responsibilities as well as tasks and meetings that will be conducted to ensure that this project is completed on time and within budget. The roles and responsibilities of each of the project management team members include:

##### ***Project Manager – Dan Raine, CCD***

- Manage all aspects of the project
- Act as primary authority for contract management
- Review/approve monthly reports/invoice
- Manage consultant team on a day-to-day basis
- Complete the scope of work satisfactorily
- Provide timely comment and review on deliverables
- Provide direction on project management plan

##### ***Project Management Team (PMT) – Justin Schmitz, Cindy Patton, Abe Barge, Genevieve Hutcheson***

- Offer input throughout project
- Ensure compatibility with other project work near the study area
- Provide updates to relevant departments and agencies
- Provide timely review and comment on deliverables
- Provide input on the project management plan

##### ***Consultant Project Team – FTH, MIG, Two Hundred***

- Prepare Project Management Plan for the Study
- Utilize technical expertise and analysis tools
- Manage the day-to-day process
- Provide response to calls and emails with 24 hours
- Provide monthly invoices and progress reports by 10<sup>th</sup> of the month
- Prepare for PMT meetings with meeting agendas and summaries

## **Task 1A: Phase 1 Project Management**

The Consultant Project Team will coordinate with the Project Manager regarding all aspects of the project as needed during Phase 1.

## **Task 1B: PMT Meetings**

Monthly PMT meetings will be held throughout Phase 1 of the project.

### ***PMT Meeting #1 (July)***

- Review key goals and objectives from prior plans and efforts
- Review project scope, schedule, and budget
- Discuss metrics for project success
- Develop vision, goals, and identity for Broadway/Lincoln
- Outline work tasks to be completed before PMT Meeting #2

### ***PMT Meeting #2 (August)***

- Debrief from Executive Steering Committee meeting
- Review input from community outreach process
- Develop criteria for determining the preferred alternative for Broadway/Lincoln
- Outline work tasks to be completed before PMT Meeting #3

### ***PMT Meeting #3 (September)***

- Review existing conditions data
- Review input from community outreach process
- Brainstorm alternatives and narrow to 3 alternatives for evaluation
- Outline work tasks to be completed before PMT Meeting #4

### ***PMT Meeting #4 (October)***

- Review input from community outreach process
- Review analysis of alternatives
- Determine preferred alternative
- Outline work tasks to be completed before PMT Meeting #5

### ***PMT Meeting #5 (November)***

- Review input from community outreach process
- Discuss Phase 2 work plan
- Review preliminary document outline and recommendations

#### ***Deliverable:***

- Meeting agendas, notes, action items from monthly meetings with the PMT

### **Task 1C: Monthly Project Invoicing**

Each month, the Consultant Project Team will develop an invoice for work completed that month. Invoices will include a progress report of tasks completed as well as invoices detailing the work hours by consultant team member.

***Deliverable:***

- Monthly invoices submitted to the Project Manager on the 10<sup>th</sup> of the month

### **Task 2: Community Outreach**

Our team is committed to meaningful community outreach that builds consensus for implementation. This will include reaching out to key stakeholder groups such as Registered Neighborhood Organizations (RNO), Property Owners, Bike Denver, commuters who live outside of the city, and interested members of the general public. The following Consensus Building Action Plan will be used to build consensus with stakeholders.

Our team will work with the PMT to identify the appropriate targets and build on existing efforts that are underway for other City projects. This will minimize “process fatigue” for stakeholders and agency staff. Our approach also assumes developing a cost-effective series of project branding materials to obtain a wider range of input than has ever been obtained for a city transportation planning process. The goal is to show how the concepts are relevant to people’s daily lives.

#### **CCD/Bike Denver/City Council Pop-Up**

CCD, Bike Denver, and City Council are planning to complete a pop-up bicycle facility on Broadway. This event will be planned, designed, and coordinated by the City, Bike Denver, and City Council. Our team will use the input and information gathered by the City, Bike Denver, and City Council during this pop-up to inform the Broadway/Lincoln Corridor Study. FTH will not be responsible to any set-up, design, or attendance of the pop-up bicycle facility on Broadway.

### **Task 2A: Executive Steering Committee Meetings**

Our team will facilitate one meeting in May, August, and October with the Executive Steering Committee (ESC). The ESC will be made up of the following:

- Jose Cornejo, Manager of Public Works
- Leslie Thomas, Deputy Manager/City Engineer
- Brad Buchanan, Executive Director of Community Planning and Development
- City Councilor from District 7
- Justin Schmitz
- Emily Snyder
- Abe Barge

### ***August Meeting #1: Project Introduction***

- Review previous planning goals and actions
- Review project scope, budget, schedule
- Introduce Broadway/Lincoln vision, goals, and identity

### ***November Meeting #2: Broadway/Lincoln Alternatives***

- Review input from community outreach process
- Review Broadway/Lincoln alternatives and analysis results
- Review preferred alternative
- Preview Phase 2 living lab work plan

#### ***Deliverable:***

- Meeting agendas and notes

### **Task 2B: Project Website (July)**

Our team will develop an external project website. This site will be linked to the City's internal project website. Site development will occur in a phased approach, starting with text and image project information, with subsequent additions of interactive elements for public engagement.

The external site will include:

- Right Sizing Game: A tool will be developed in partnership with Streetmix to allow community stakeholders to create a “right-sized” Broadway/Lincoln corridor. The site will collect/display the corridor suggestions that the community makes and will include the rationale for each cross section.
- Online Comment Map: An interactive map will allow community stakeholders to comment on specific locations in the corridor. Stakeholders will be able to upload images along with their comments.
- Survey: A survey will be developed to ask specific questions in the corridor. The survey questions will change over the course of the project.
- Team Blog: A regularly updated blog about project progress, outreach, findings, etc.

#### ***Deliverable:***

- Project website and summary matrix of all comments

### **Task 2C: Social Media Outreach (July)**

Rather than developing a unique social media outreach strategy for this project, we will develop content that can be pushed out through City and County of Denver, Bike Denver, Broadway Merchants Association, and other social media outlets deemed appropriate by the Project Manager. Each of these social media efforts will direct people to the project website and encourage participation throughout the project.

***Deliverable:***

- *Photos and PDFs of project graphics for social media*

**Task 2D: Door-to-Door Outreach (September)**

Our team will conduct a three-day outreach tour of the corridor. We will have resources and information available for facilitated conversations as well as information to leave behind with businesses. Materials will include:

- Project Handout: ¼ sheet handout that provides project information and directions to the project website.
- Business Outreach: Table topper that provide information about the project and directions to the project website.

***Deliverable:***

- 1 page summary outline of roles and responsibilities
- Meeting materials
- Summary matrix of all comments

**Task 2E: RNO Meeting (September)**

Our team will rent a space in the corridor and invite the following RNO to drop into a morning and evening workshop:

- Baker Broadway Merchants Association
- Baker Historic Neighborhood Association
- Broadway Partnership
- West Washington Park Neighborhood Association
- Santa Fe Drive Redevelopment Corporation
- Denver Urban Resident Association
- Capital Hill United Neighbors
- Cultural Arts Residential Organization
- Golden Triangle Museum District
- Golden Triangle Neighborhood Association
- Colfax on the Hill

The outreach materials used during this session would be the same as the materials used during the door-to-door outreach. The meeting would be from 7:00 to 9:30 AM and then from 4:30 to 7:00 PM

***Deliverable:***

- Meeting agenda
- Summary matrix of all comments

## **Task 2F: Community Outreach (September/October)**

Our team will coordinate with the PMT to attend an existing, large-scale community event in the corridor (such as the Taste of Colorado). A survey will be administered to collect input and preferences about alternatives during the event. Our team will also host one evening ice cream social at Sweet Action Ice Cream as a public open house to gather input about the alternatives. The workshop would provide an opportunity to fill out comments boards and talk with the project team about the alternatives for Broadway/Lincoln. This event will NOT overlap with the CCD/Bike Denver/City Council Pop-Up.

***Deliverable:***

- Meeting agenda
- Summary matrix of all comments

## **Task 2G: Community Input Summary**

Our team will prepare a matrix that organizes all input received during the process. It has been our experience that transportation plans fail when the input received is not quantified and translated into the final action plan. Our approach would be to keep a transparent and active log of “trending” input by different demographic groups.

The outreach materials used during this session would be the same as the materials used during the door-to-door outreach.

***Deliverable:***

- Summary matrix of all comments

## **Task 3: Existing Conditions Data Collection**

Our team will leverage the existing conditions work products we co-prepared during previous projects near and within the corridors. We will also coordinate with teams working on other planning projects at both ends of the study corridors to obtain and synthesize existing conditions data.

### **Task 3A: Big Data**

Our team will collect data from STRAVA and Google Maps Real Time to understand travel behavior as well as travel times for drivers and bicyclists in and along the corridor. This data will be collected as available from Colfax to I-25.

***Deliverable:***

- STRAVA heat map
- Excel chart with Google Map Real Time for AM, noon, and PM peak hours
- Three slide summary of findings

## **Task 3B: Field Data Collection**

Our team will use HD GoPro video to capture interactions between pedestrians, bicyclists, transit, and motor vehicles at the 3<sup>rd</sup>, 2<sup>nd</sup>, 1<sup>st</sup>, Ellsworth, Archer, and Bayaud intersections.

### ***Deliverable:***

- Summary videos of intersections provided via YouTube channel
- 5 slide PowerPoint of key finding

## **Task 3C: Traffic Counts and Travel Time Runs**

Our team will compile all traffic counts that exist for intersections between Colfax and I-25 in the corridor. Our team will order new traffic counts in the corridor. This will include turning movement counts, 24 hours counts, and travel time runs at the 3<sup>rd</sup>, 2<sup>nd</sup>, 1<sup>st</sup>, Ellsworth, Archer, and Bayaud intersections. It is anticipated that collecting data for these intersections will cost approximately \$3,500.

### ***Deliverable:***

- Intersection traffic counts provided by vendor
- 5 slide summary of travel time runs conducted by consulted

## **Task 3D: Transit Service Summary**

Our team will summarize the current and planned transit service within the Broadway/Lincoln corridor from Colfax to I-25. This summary will detail current service between downtown Denver and the Broadway/I-25 Station including frequency, travel time, and ridership.

### ***Deliverable:***

- Summary matrix
- 5 slide presentation of transit

## **Task 4: Project Development**

### **Task 4A: Alternative Development**

Our team will develop up to three design alternatives for the combined Broadway/Lincoln corridor using the information collected from the community and stakeholders. The alternatives will incorporate an enhanced bicycle facility that is safe for people on bikes of all ages and abilities. The alternatives will incorporate traffic safety features, transit operation benefits, parking operations efficiencies, interesting pedestrian environments and placemaking. The alternatives will be aerial photos with CAD design and signage. The team will provide one draft and one final version of each of the three alternatives. The alternative cross sections will be prepared using Streetmix.

***Deliverable:***

- One draft alternatives set for staff comment
- One final alternatives set revised based on staff comments
- Streetmix cross sections

**Task 4B: VISSIM Analysis**

Our team's simulation and traffic operations experts will perform one existing and one proposed VISSIM operations analysis. The VISSIM operations analysis will evaluate motor vehicle travel time, transit operations analysis, and intersection level of service for six (6) major intersections. Short videos of the before and after conditions for the three alternatives at the 6 intersection will be provided for use with stakeholders.

***Deliverable:***

- 2 minute VISSIM corridor flyover video showing before condition
- 2 minute VISSIM corridor flyover video showing after condition for alternative 1
- 2 minute VISSIM corridor flyover video showing after condition for alternative 2
- 2 minute VISSIM corridor flyover video showing after condition for alternative 3
- 10 slide presentation of the VISSIM analysis summary
- VISSIM LOS output for technical appendix

**Task 4C: Alternative Simulations**

Our team's digital designers will use leading edge SketchUp and 3D design tools to develop one simulation for each of the three alternatives developed in Task 4A. Our team's digital designers have access to existing models that were used during prior planning efforts in the study area.

***Deliverables:***

- One simulation showing existing condition
- One simulation showing after condition for alternative 1
- One simulation showing after condition for alternative 2
- One simulation showing after condition for alternative 3

**Task 5: Alternatives Evaluation**

Our team will work with the PMT to develop up to 15 evaluation criteria and apply to the three alternatives. The results of the evaluation will be presented the ESC and project stakeholders. During the evaluation, our team will also consider phasing of the proposed alternatives.

***Deliverables:***

- One draft matrix of evaluation criteria
- One revised matrix of evaluation criteria
- One draft application of evaluation criteria to each of the three alternatives
- One final application of the evaluation criteria to each of the three alternatives

## **Phase 1 Documentation**

Phase 1 efforts will be documented in a 20 page document using the following outline:

- Goals, Vision, Identity (2 pages)
- Summary of Outreach Process (5 pages)
- Summary of Existing Conditions (5 pages)
- Alternatives Considered (6 pages)
- Evaluation Summary (1 pages)
- Preferred Alternative (1 pages)

In addition to the 20 page summary document, the Project Consultant Team will provide a digital appendix that includes all collected data including summary of all community comments collected during Phase 1 of the project.

## **Phase 2: Living Lab**

(December 2015-May 2016)

### **Task 1: Project Management, continued from Phase 1**

#### **Task 1A: Phase 2 Project Management**

The Consultant Project Team will coordinate with the Project Manager regarding all aspects of the project as needed for Phase 2.

#### **Task 1B: PMT Meetings**

Two PMT meetings will be completed during Phase 2. Meeting dates will be determined at the commencement of Phase 2.

##### ***Deliverable:***

- Meeting agendas, notes, action items from monthly meetings with the PMT

#### **Task 1C: Monthly Project Invoicing**

Each month, the Consultant Project Team will develop an invoice for work completed that month. Invoices will include a progress report of tasks completed as well as invoices detailing the work hours by consultant team member.

##### ***Deliverables:***

- Monthly invoices submitted to the Project Manager on the 10<sup>th</sup> of the month

### **Task 2: Community Outreach**

#### **Task 2A: Executive Steering Committee Meetings**

Two ESC meetings will be completed during Phase 2. Meeting dates will be determined at the commencement of Phase 2.

##### ***Deliverable:***

- Meeting agendas and notes

#### **Task 2B: Project Website**

Our team will continue to maintain the external project website developed in Phase 1. Content will be updated to reflect the transition into Phase 2 of the project. The website will be used to inform stakeholders about the living lab with content related to living lab design and implementation schedule.

##### ***Deliverable:***

- Summary matrix of all comments

## **Task 2C: Social Media Outreach**

Our team will continue to develop content that can be pushed out through City and County of Denver, Bike Denver, Broadway Merchants Association, and other social media outlets deemed appropriate by the Project Manager. Each of these social media efforts will direct people to the project website and encourage participation throughout Phase 2 of the project.

***Deliverable:***

- Photos and PDFs of project graphics for social media

## **Task 2F: Community Outreach**

Our team will rent a space in the corridor and invite the following RNOs as well as the community to drop into a morning and evening workshop:

- Baker Broadway Merchants Association
- Baker Historic Neighborhood Association
- Broadway Partnership
- West Washington Park Neighborhood Association
- Santa Fe Drive Redevelopment Corporation
- Denver Urban Resident Association
- Capital Hill United Neighbors
- Cultural Arts Residential Organization
- Golden Triangle Museum District
- Golden Triangle Neighborhood Association
- Colfax on the Hill

The purpose of the meeting will be to inform RNOs and the community of the upcoming living lab installation. The meeting will take place before the living lab is installed and will be from 7:00 to 9:30 AM and then from 4:30 to 7:00 PM.

***Deliverable:***

- Meeting agenda and summary matrix of all comments

## **Task 2G: Community Input Summary**

Our team will add comments collected during Phase 2 to the Phase 1 matrix that organizes all input received during the process.

***Deliverable:***

- Summary matrix of all comments

## **Task 6: Living Lab**

### **Task 6A: Pre-Installation Coordination**

The FTH project team will provide up to 8 hours of pre-coordination time with the Denver Public Works installation contractor.

### **Task 6B: Living Lab Installation Support**

FTH project engineers will provide up to 8 hours of consultation in the field with Denver Public Works staff and their contractor during the installation of the living lab project. FTH staff will photo document the installation.

### **Task 6C: Living Lab Evaluation**

A data collection effort will take place to document the before and after conditions of the living lab. Before and after data collection will be limited to the following:

- Bicycle User Groups: Number of females, seniors, teenagers, children, non-white
- Driver/Bicyclist Interactions: Number of verbal interactions, hand gestures, horn use, and yielding and maneuvers to avoid collisions
- Bicycle Crashes: Crash report data provided by City staff
- Bicycle Law Compliance: Compliance with traffic control devices
- Motor Vehicle Law Compliance: Stop bar compliance at side streets, vehicles blocking protected bikeway
- Vehicle Parking Compliance: Vehicle alignment with parking meters
- Vehicle Travel Times and Volumes: Average travel times and total daily volume

Before data will be collected prior to installation for one day. After data will be collected for one day, six week after installation. Where available, data collected during Phase 1 will be used as the “before” condition. This information will be summarized in a 10 slide PowerPoint.

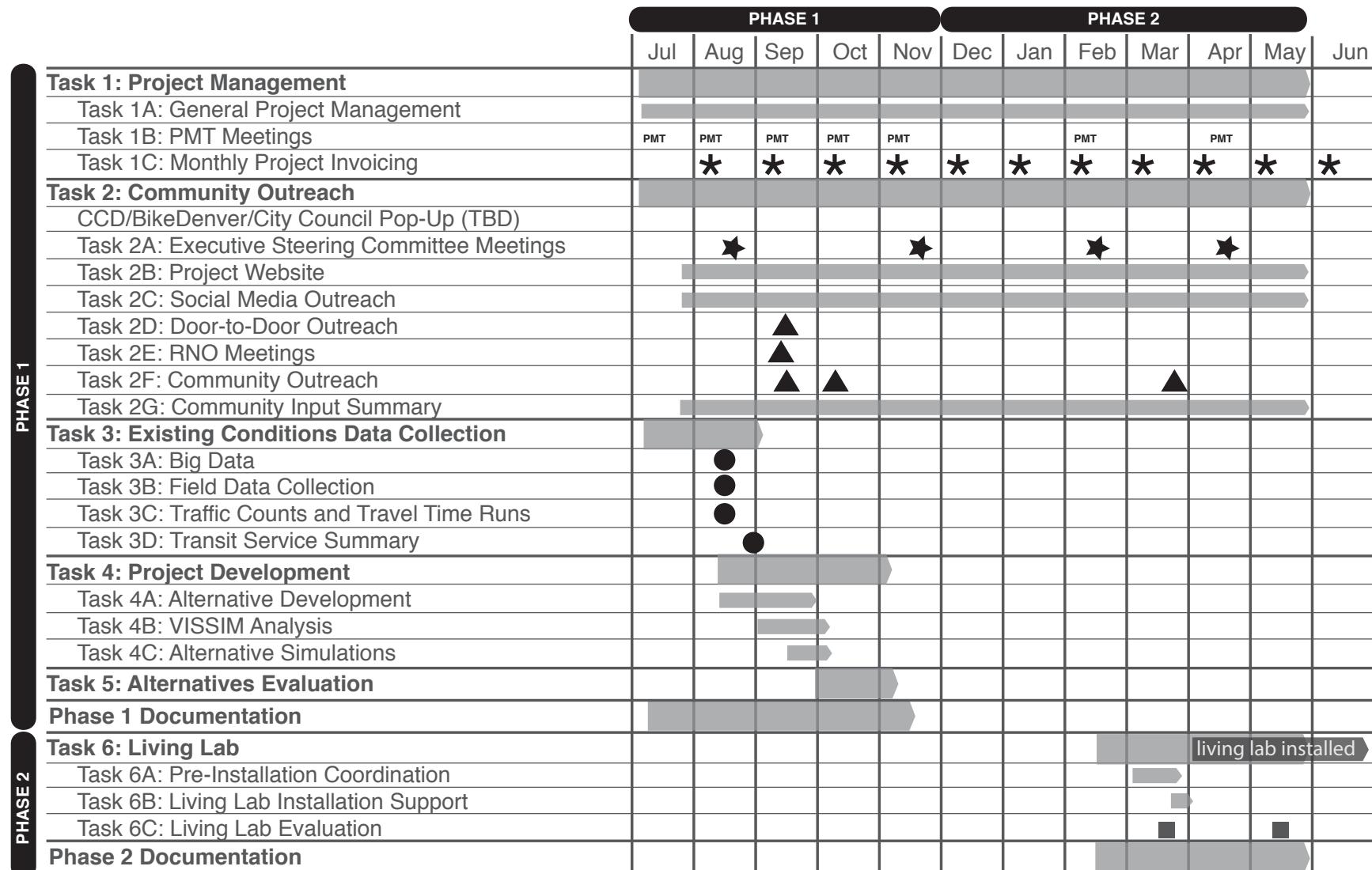
## **Phase 2 Documentation**

Phase 2 efforts will be documented in a 40 slide PowerPoint using the following outline:

- Broadway/Lincoln Existing Condition (10 slides)
- Living Lab Installation (20 slides)
- Living Lab Evaluation & Findings (10 slides)

In addition to the 40 slide summary, the Project Consultant Team will provide a digital appendix that includes all collected data including summary of all community comments collected during Phase 2 of the project.

# Denver Moves Broadway/Lincoln Schedule



PMT = project management team meeting    ★ = executive steering committee meeting    \* = invoice

▲ = outreach    ● = data collection    ■ = living lab evaluation

# Exhibit B

## **Tasks - Personnel - Rates - Fees**

## **EXHIBIT B: Phase 1 Denver Moves Broadway/Lincoln Budget**

Fox Tuttle Hernandez												MIG					Two Hundred		
RATES		Carlos Hernandez	Molly Veldkamp	Bill Fox	Steve Tuttle	Cassie Slade	Transportation Planner	FOX TUTTLE SUBTOTALS	Jay Renkens	Ben Cauldwell	Chase Mullen	Administrative	Associate Planner	MIG SUBTOTALS	Marjorie Alexander	John Barden	200 SUBTOTALS		
<b>Task 1: Project Management</b>	\$150	\$130	\$160	\$150	\$130	\$75		\$165	\$100	\$135	\$65	\$75		\$140	\$140				
Task 1A: General Project Management	16	16	8	8	0	0	48	5	0	0	0	0	5	5	0	5			
Task 1B: PMT Meetings	5	10	0	0	0	0	15	5	0	0	0	0	5	5	0	5			
Task 1C: Monthly Project Invoicing	4	4	0	0	0	0	8	0	0	0	4	0	4	4	0	4			
Task 1 Total Hours	25	30	8	8	0	0	71	10	0	0	4	0	14	14	0	14			
<b>Task 2: Community Outreach</b>	\$6,900	\$11,180	\$960	\$0	\$0	\$450	\$19,490	\$3,630	\$4,800	\$2,970	\$0	\$1,200	\$12,600	\$19,600	\$5,600	\$25,200			
Task 2A: Executive Leadership Team Meetings	12	8	6	0	0	0	26	6	0	0	0	0	6	6	0	6			
Task 2B: Project Website	4	6	0	0	0	6	16	2	0	0	0	0	2	100	40	140			
Task 2C: Social Media Outreach	4	4	0	0	0	0	8	2	0	0	0	0	2	34	0	34			
Task 2D: Door-to-Door Outreach	4	40	0	0	0	0	44	8	48	22	0	16	94	0	0	0			
Task 2E: RNO Meetings	6	8	0	0	0	0	14	0	0	0	0	0	0	0	0	0			
Task 2F: Community Outreach	12	12	0	0	0	0	24	2	0	0	0	0	2	0	0	0			
Task 2G: Community Input Summary	4	8	0	0	0	0	12	2	0	0	0	0	2	0	0	0			
Task 2 Total Hours	46	86	6	0	0	6	144	22	48	22	0	16	108	140	40	180			
<b>Task 3: Existing Conditions Data Collection</b>	\$1,200	\$2,080	\$0	\$0	\$3,640	\$1,050	\$7,970	\$990	\$800	\$0	\$0	\$600	\$2,390	\$0	\$0	\$0			
Task 3A: Big Data	4	6	0	0	6	0	16	0	0	0	0	0	0	0	0	0			
Task 3B: Field Data Collection	2	2	0	0	6	14	24	6	8	0	0	8	22	0	0	0			
Task 3C: Traffic Counts and Travel Time Runs	1	2	0	0	16	0	19	0	0	0	0	0	0	0	0	0			
Task 3D: Transit Service Summary	1	6	0	0	0	0	7	0	0	0	0	0	0	0	0	0			
Task 3 Total Hours	8	16	0	0	28	14	66	6	8	0	0	8	22	0	0	0			
<b>Task 4: Project Development</b>	\$2,100	\$2,600	\$1,280	\$6,000	\$10,400	\$600	\$22,980	\$1,650	\$3,000	\$5,400	\$0	\$600	\$10,650	\$6,720	\$0	\$6,720			
Task 4A: Alternative Development	8	10	2	10	20	2	52	2	4	4	0	0	10	8	0	8			
Task 4B: Alignment & Analysis	4	6	4	26	50	4	94	2	0	0	0	0	2	0	0	0			
Task 4C: Alternative Simulations	2	4	2	4	10	2	24	6	26	36	0	8	76	40	0	40			
Task 4 Total Hours	14	20	8	40	80	8	170	10	30	40	0	8	88	48	0	48			
<b>Task 5: Implementation</b>	\$1,200	\$1,040	\$2,560	\$3,600	\$5,200	\$0	\$13,600	\$1,980	\$0	\$0	\$0	\$0	\$1,980	\$1,680	\$0	\$1,680			
Task 5 Total Hours	8	8	16	24	40	0	96	12	0	0	0	0	12	12	0	12			
<b>Phase 1 Documentation</b>	\$1,800	\$2,600	\$320	\$300	\$1,300	\$300	\$6,620	\$1,650	\$2,000	\$0	\$0	\$0	\$3,650	\$1,680	\$0	\$1,680			
Document and Appendix	12	20	2	2	10	4	50	10	20	0	0	0	30	12	0	0			
<b>HOURS BY STAFF MEMBER</b>	113	180	40	74	158	32	597	70	106	62	4	32	274	226	40	254			
<b>FEES BY STAFF MEMBER</b>	\$16,950	\$23,400	\$6,400	\$11,100	\$20,540	\$2,400	\$80,790	\$11,550	\$10,600	\$8,370	\$260	\$2,400	\$33,180	#####	\$5,600	\$35,840			
<b>EXPENSES BY COMPANY</b>							\$8,000						\$2,500			\$2,500			
<b>TOTAL FEES BY COMPANY</b>							\$88,790						\$35,680			\$38,340			
<b>PHASE 1 TOTAL</b>															\$162,810				

## **Tasks - Personnel - Rates - Fees**

## **EXHIBIT B: Phase 2 Denver Moves Broadway/Lincoln Budget**