

RESOLUTION NO. 1920

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN APPROVING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH OV CONSULTANTS PERTAINING TO A TRANSIT FEASIBILITY STUDY FOR A POTENTIAL LOCAL TRANSIT SYSTEM

WHEREAS, the City applied for and was granted federal transportation funds through the Denver Regional Council of Governments for a study of Transportation Demand Management strategies; and

WHEREAS, City Council adopted Resolution 1822 on December 13, 2007 authorizing a contract with the Colorado Department of Transportation, which agency administers such federal funds and grant contracts, for a feasibility study pertaining to a local "circulator" transit project; and

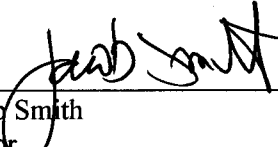
WHEREAS, the consultant team of OV Consultants was selected through a competitive request for proposal process administered by representatives of the City of Golden, Colorado School of Mines, Regional Transportation District, and Jefferson County; and

WHEREAS, City Council and OV Consultants desire to enter into a consulting contract agreement defining the required scope and services for the project.



THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

The Agreement for Professional Consulting Services attached hereto and made a part of this resolution is approved by City Council substantially in the form attached. The City Manager is authorized to execute the Agreement on behalf of the City of Golden.

Adopted this 23rd day of October, 2008.




Jacob Smith
Mayor

David G. Brooks, MMC
City Clerk

APPROVED AS TO FORM:



David S. Williamson
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 23rd day of October, A.D., 2008.



ATTEST:

A handwritten signature in cursive script, appearing to read "Susan M. Brooks", is written over a horizontal line.

Susan M. Brooks, City Clerk of the City of
Golden, Colorado

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICE

THIS AGREEMENT is made and entered into this 23rd day of October, 2008, by and between the CITY OF GOLDEN (hereinafter referred to as "GOLDEN") and **OV Consultants** (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, GOLDEN requires professional consulting services in connection with preparation of a Transit Feasibility Study; and

WHEREAS, CONSULTANT has held itself out to GOLDEN as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, for and in consideration of the promises and covenants herein appearing, the parties agree as follows:

I. SCOPE OF SERVICES.

The specific scope of services is described in Exhibit A which is attached hereto and made a part of this Agreement. To the extent a conflict exists between the Scope of Services and this Agreement the Agreement shall prevail.

II. GOLDEN OBLIGATIONS/CONFIDENTIALITY.

GOLDEN shall provide CONSULTANT with information, reports and such other data as may be available to GOLDEN and reasonably required by CONSULTANT to perform hereunder. No Project information shall be disclosed by CONSULTANT to third parties without prior written consent of GOLDEN or pursuant to a lawful court order directing such disclosure. All documents provided by GOLDEN to CONSULTANT shall be returned to GOLDEN. CONSULTANT is authorized by GOLDEN to retain copies of such data and materials at CONSULTANT's expense.

III. OWNERSHIP OF WORK PRODUCT.

Upon payment to CONSULTANT pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (nonproprietary), computer input and output, television, video and radio product, analyses, tests, maps, surveys, or any other materials developed for this Project, are and shall be the sole and exclusive property of GOLDEN. However, any reuse of the documents by GOLDEN without prior written authorization by CONSULTANT other than for the specific intended purpose of this Agreement will be at GOLDEN's sole risk. The CONSULTANT will provide GOLDEN with a ten (10) day written notice prior to disposal of Project documents it has retained

during which time GOLDEN may take physical possession of same at the storage site. Certain materials provided to CONSULTANT by outside suppliers remain the property of that supplier in accordance with general trade practices. Such materials would include, but not be limited to, printing plates, negatives, film and tape masters or originals, and engraving.

IV. COMPENSATION.

In consideration for the completion of the services specified herein by CONSULTANT, GOLDEN shall pay CONSULTANT an amount not to exceed \$60,905.00 as set forth in Exhibit B which is attached hereto and made a part of this Agreement. At the end of each month this Agreement remains in force, CONSULTANT shall render a statement of account to GOLDEN, which shall include all current CONSULTANT charges for services, costs and expenses incurred hereunder. GOLDEN shall remit such charges to CONSULTANT within thirty (30) days of invoice date. GOLDEN reserves the right to withhold final payment until such time as the work is complete.

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VI. CHANGES IN SCOPE OF SERVICES.

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VII. PROFESSIONAL RESPONSIBILITY.

CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and marketing licenses in good standing, required by law.

The work performed by CONSULTANT shall be timely performed in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

VIII. COMPLIANCE WITH LAW.

The work and services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION.

The CONSULTANT agrees to indemnify and hold harmless GOLDEN, and its officers and its employees, from and against all liability, claims demands, and expenses, including court costs and reasonable attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act or omission, error, professional error, mistake, accident, or other fault of the CONSULTANT, any Subcontractor of the CONSULTANT, or any officer, employee, or agent of the CONSULTANT. The obligations of this Section IX shall not apply to damages which GOLDEN shall become liable by final judgment to pay to a third party as a result of the negligent act or omission, error, professional error, mistake, accident, or other fault of the City of Golden.

X. INSURANCE.

A. The CONSULTANT agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages:

1. Workers' Compensation insurance if required by the Labor Code of the State of Colorado and Employers' Liability Insurance.

2. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) for any one occurrence, with respect to each of the CONSULTANT's owned, hired or non-owned vehicles assigned to or used in performance of the services. In the event that the CONSULTANT's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the CONSULTANT who utilizes an automobile in providing services to GOLDEN under this Agreement.

B. If approved by GOLDEN, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.

C. CONSULTANT shall procure and maintain, and shall cause any Subcontractor of the CONSULTANT to procure and maintain, the minimum insurance coverages listed herein. Such

coverages shall be procured and maintained with forms and insurers acceptable to GOLDEN. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the CONSULTANT pursuant to Section IX of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

D. A Certificate of Insurance shall be completed by the CONSULTANT's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by GOLDEN prior to commencement of any services under this Agreement. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to GOLDEN. The completed Certificate of Insurance shall be sent to:

City of Golden
911 10th Street
Golden, CO 80401
Attn: Risk Management

E. Failure on the part of the CONSULTANT to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which GOLDEN may immediately terminate this Agreement, or at its discretion GOLDEN may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by GOLDEN shall be repaid by the CONSULTANT to GOLDEN upon demand, or GOLDEN may offset the cost of the premiums against any monies due to CONSULTANT from GOLDEN.

F. GOLDEN shall have the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that GOLDEN, its officer, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to GOLDEN, its officers, or its employees.

XI. IMMIGRATION STATUS OBLIGATIONS

A) CONSULTANT certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the CONSULTANT will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all

employees who are newly hired for employment to perform work under the public contract for services.

B) CONSULTANT shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2) Enter into a contract with a subcontractor that fails to certify to the CONSULTANT that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

C) CONSULTANT shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

D) CONSULTANT is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

E) If CONSULTANT obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, CONSULTANT shall be required to:

1) Notify the subcontractor and GOLDEN within three days that the CONSULTANT has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F) CONSULTANT shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et. seq., as amended from time to time.

G) If CONSULTANT violates any of the provisions set forth in this section, GOLDEN may terminate the Agreement and CONSULTANT shall be liable for all actual and consequential damages incurred by GOLDEN.

XII. NON-ASSIGNABILITY.

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XIII. TERM/TERMINATION.

This Agreement shall terminate upon CONSULTANTS delivery of the Final Report as set forth in Exhibit A, which delivery shall occur no later than December 31, 2009.

The foregoing notwithstanding, GOLDEN or CONSULTANT may terminate this Agreement at any time upon providing the other party with sixty (60) days advance written notice. In the event the Agreement is terminated by issuance of said written notice of intent to terminate, GOLDEN shall pay CONSULTANT for all work previously authorized, completed, and delivered prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this Agreement, GOLDEN shall have any remedy or right of set-off available at law and equity.

XIV. DEFAULT/ATTORNEY FEES.

In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

XV. VENUE.

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Jefferson, State of Colorado.

XVI. INDEPENDENT CONTRACTOR.

CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by CONSULTANT to perform work under the terms of this Agreement shall be, and remain at all times, employees or agent of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of GOLDEN for any purposes.

XVII. NO WAIVER.

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by GOLDEN shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVIII. ENTIRE AGREEMENT.

This Agreement and the attached Exhibits are the entire Agreement between CONSULTANT and GOLDEN, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XIX. NOTICE.

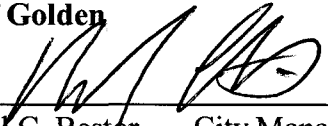
Any notice or communication between CONSULTANT and GOLDEN which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

City of Golden
911 10th Street
Golden, CO 80401
Attn: City Manager

OV Consulting
1701 Wynkoop Street Suite 127
Denver, CO 80202

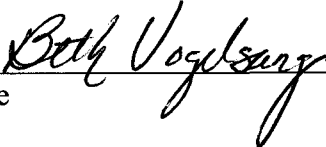
IN WITNESS WHEREOF, the parties have executed this Agreement this 23rd day of October 2008

City of Golden



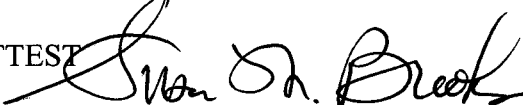
Michael C. Bestor, City Manager

OV Consulting Inc

By 

Title

ATTEST



Susan M. Brooks, City Clerk





EXHIBIT A

Scope of Work

Task 1: Project Management and Outreach

Task Descriptions:

Task 1.1 Project Stakeholder Group Coordination: The consultant team Project Manager, Beth Vogelsang, will manage coordination with the Project Stakeholder Group consisting of staff from the City of Golden, Colorado School of Mines (CSM), Jefferson County and RTD. Ms. Vogelsang will inform and collaborate with the Group regarding ridership analysis and alternative development, community input and alternative evaluation and implementation decision-making. The Stakeholder Group will serve as the technical review committee throughout the process, and will oversee that the goals and objectives of the project and circulator service are being met.

Task 1.2 Focus Groups: The team will kick-off the project with a community and organizational outreach effort designed to provide input for the transit demand analysis. The team will four Focus Group meetings to gather input on the role for transit within the community, travel demand by segment of the population, and the level of community support for service implementation. These meetings will be held within the first two to three months of the project and will include:

- 1) Merchants Group (including local businesses, downtown merchants, Chamber or Special Events organizers)
- 2) Colorado School of Mines Faculty and Staff Group(s)
- 3) Jefferson County Management and Employees Group
- 4) City of Golden City Council, Sustainability Board, and other Golden representatives

Two additional Focus Group meetings will be held during the Alternatives Development and Evaluation phase of the project; one with the Colorado School of Mines Faculty and Staff and the other a combined meeting of the other groups. A total of six Focus Group meetings will be held during the project.

Additional outreach efforts associated with this first phase of the project will include discussions with the Coors Tour operators, RTD management regarding existing and planned bus transit in support of LRT and the CSM Management staff regarding the Parking Study and Master Planning efforts

Task 1.3 Web Survey: The consultant team will develop a web-based survey form that is supported by a back-end database and automatic reporting function. The survey will be posted to the City web-site, and blast e-mailed to students, community and business members for input on potential transit circulation service within the community. The

survey results will be tallied and provide a broader understanding of the public's interest.

Task 1.4 Commission and Council Engagement and Coordination: Beth Vogelsang will manage the development of information and presentation of updates to City staff, Planning Commission and City Council.

Task 1.5 Media Outreach: The City of Golden will manage project updates or related information to local media.

Task 1.6 Inclusion in Community Visioning Project: The City of Golden will develop and manage the community participation in transit related discussions during the Community Visioning Project.

Meetings: 6 Focus Group Meetings, 6 Stakeholder Group meetings, 1 RTD Meeting, 1 CSM meeting, 2 Board/Commission updates, 1 City Council meeting

Deliverables: Meeting minutes/summaries
Web Form Survey
Survey results and findings
Presentation materials related to Commission and Council

Task 2: Data Collection and Review of Existing Conditions

Task Description: The consultant team will collect and review the following data, concurrent with the outreach effort:

- 1) City of Golden or CDOT traffic data
- 2) CSM student population data, housing, commuter patterns
- 3) Jefferson County and City of Golden demographic data; planning and development data; relevant zoning
- 4) RTD Boarding and alighting data for local and regional routes in area
- 5) RTD Parking and demand estimates for West Corridor LRT and Gold Line stations.
- 6) Jefferson County Campus Master Plan, projected employment and user numbers

Meetings: Up to four conversations/meetings to collect and discuss data

Deliverable: Meeting minutes as appropriate
Summary of data review

Task 3: Ridership Assessment

Task Description: The team will conduct a demographic review of Golden and the surrounding Jefferson County area, and perform a density analysis related to population, housing, employment, student base and land use plans to determine potential ridership demand and general ridership pool. The team will also analyze traffic counts and trip patterns intra and inter-community and determine high and low frequency destinations within the potential service area. The team will evaluate parking supply and demand related to CSM campus, the Jefferson County Campus and LRT station and downtown Golden and will consider its effects on future ridership.

Meetings: 1 Stakeholder Group Meeting

Deliverables: Ridership Assessment and details relating to future densities

Task 4: Transit Planning Alternatives Development and Evaluation for Fixed and Non-Fixed Routings

Task Descriptions:

4.1 Alternatives Development for Fixed and Non-Fixed Route options

The team will develop proposed routings, analyze service stops that hit key destinations and connections and support high levels of ridership. This task will include the layout and mapping of routings, details of operation and frequency of service of each routing and comparative results of destination and ridership results. This task will also examine non-fixed route options and the applicability of those operational characteristics to the Golden market.

4.2 Alternatives Evaluation and Determination of Preferred Alternative

The team will work with the Stakeholder Group in the evaluation of each routing to meet agreed upon transit service operating criteria, and the overall goals and objectives of the circulator service.

Meetings: 2 Stakeholder Group Meetings

Deliverables: Mapping and Analysis of Proposed Routings
Summary of Operational Characteristics of Proposed Routings

4.3 Transit Management and Operating Plan

The team will work with City staff, the Stakeholder Group and RTD Management to discuss the options and potential agreements for long term operation, management and funding of circulator service.

Meetings: 2 coordination meetings with RTD management and/or Stakeholders

Deliverables: Summary of meeting outcomes and/or agreements

Task 5: Evaluation of the Effects of Circulator Routing on Downtown

Task Description: The team will evaluate the potential impacts that circulator service may have on local and visitor numbers and potential spending in the downtown Golden area.

Meetings: Informational conversations with local merchants, as needed
1 Stakeholder Group meeting

Deliverables: 1 Technical Memo documenting results of findings

Task 6: Evaluation of Circulator Routings on Traffic and Parking

Task Description: The team will assess the effects of circulator service on parking and traffic movement and congestion in Golden, especially related to CSM campus, Jefferson County and LRT Station and downtown Golden.

Meetings: Informational conversations as needed
1 Stakeholder Group meeting

Deliverable: 1 Technical Memo documenting results of findings

Task 7: Identification of Vehicle Type and related Operation and Maintenance

Task Description: The team will review vehicle type and technologies supportive of operational needs, passenger comfort and appeal, boarding and alighting operations, curb appeal and maintenance and storage requirements, and sustainability needs for the community. Potential technologies will be reviewed and compared with comparative national service operations, RTD practices and/or historic Golden GUS BUS service.

Meetings: Review and discussion at 1 Stakeholder Group Meeting

Deliverables: 1 Technical Memo documenting results of findings

Task 8: Estimation of Costs, Revenues and Subsidies for Implementation and Plan for Measuring Project Results

Task Description: The team will analyze potential costs associated with vehicle procurement, fleet size, annual operating budgets and potential ridership revenues based on the preferred circulator routing. The degree of subsidy required for both capital and operating expenses will be reviewed against probable sources of future capital and operating subsidies; local, regional or national, depending on determined ridership and routing. The team will also develop methods and criteria for measuring results of planned service including speed of service and travel time, accessibility and flexibility, comfort and convenience, ability to reduce vehicle miles (VMT) traveled within the City of Golden. The VMT calculation will be an important element of evaluating the ability of circulator service to move Golden toward a more sustainable future.

Meetings: 1 Stakeholder Group Meeting

Deliverables: Matrix of projected costs and revenues associated with service

Discussion of potential subsidies

1 Technical Memo documenting methods and criteria for measuring results and reductions in VMT

Task 9: Draft and Final Report

Task Description: The team will develop a draft Transit Feasibility Study for review by the Stakeholder Group. Comments and edits to the report will be incorporated into production of the Final Report to be shared with Planning Commission and City Council.

Meetings: 1 Stakeholder Group Meeting

Deliverables: Draft Report

Final Report

EXHIBIT B

Fee Structure

OV Consulting has developed an hour and fee estimate based on the above scope of work. The total estimated fee is \$60,905. The detailed breakdown of the estimated fee and hours associated with each task are shown in the table below.

**Golden Transit Feasibility Study
OV Consulting Team Estimated Hours and Fee
10/7/2008**

Task	B. Vogelsang \$145/hr	C. Vogelsang \$145/hr	Taniwaki \$120/hr	Task Hours	Task Dollars
Task 1: Project Management and Outreach; Stakeholder Coordination					
Task 1.1: Project Stakeholder Group Coordination	18	9	9	36	\$ 4,995
Task 1.2: Focus Groups (six meetings)	24	12	6	42	\$ 5,940
Task 1.3: Web Survey Development, Distribution and Results		10	0	14	\$ 2,030
Task 1.4: Commission and Council Engagement and other Stakeholder Coordination	20	0	0	20	\$ 2,900
<i>Task 1 Total</i>	<i>66</i>	<i>31</i>	<i>15</i>	<i>112</i>	<i>\$ 15,865</i>
Task 2: Data Collection; Review of Existing Conditions and Related Data/ Develop Transit parameters					
		8	8	24	\$ 3,280
Task 3: Ridership Assessment					
	28	4	16	48	\$ 6,560
Task 4: Transit Planning - Alternatives Development and Evaluation; Fixed and Non-fixed Routings					
Task 4.1: Alternatives Development	40	8	0	48	\$ 6,960
Task 4.2: Preferred Alternative Evaluation	24	4	0	28	\$ 4,060
Task 4.3: Management and Operating Plan		0	0	8	\$ 1,160
<i>Task 4 Total</i>	<i>64</i>	<i>12</i>	<i>0</i>	<i>76</i>	<i>\$ 12,180</i>
Task 5: Evaluation of Circulator Routings on Downtown					
		0	24	28	\$ 3,460
Task 6: Evaluation of the effects of Circulator Routings on Parking and Traffic					
		28	0	32	\$ 4,640
Task 7: Identification of Vehicle Type/Technology and related Operation and Maintenance					
	12	2	0	14	\$ 2,030
Task 8: Estimation of Costs, Revenues and Subsidies for Implementation and Plan for Measuring Project Results					
	22	24	10	56	\$ 7,870
Task 9: Draft and Final Report					
	20	8	8	36	\$ 5,020
Total Hours	216	117	81	426	
Total Dollars	\$ 34,220	\$ 16,965	\$ 9,720		\$ 60,905

Total Estimated Dollars \$ 60,905

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The work and services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION.

The CONSULTANT agrees to indemnify and hold harmless GOLDEN, and its officers and its employees, from and against all liability, claims demands, and expenses, including court costs and reasonable attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act or omission, error, professional error, mistake, accident, or other fault of the CONSULTANT, any Subcontractor of the CONSULTANT, or any officer, employee, or agent of the CONSULTANT. The obligations of this Section IX shall not apply to damages which GOLDEN shall become liable by final judgment to pay to a third party as a result of the negligent act or omission, error, professional error, mistake, accident, or other fault of the City of Golden.

X. INSURANCE.

A. The CONSULTANT agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages:

1. Workers' Compensation insurance if required by the Labor Code of the State of Colorado and Employers' Liability Insurance.

2. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) for any one occurrence, with respect to each of the CONSULTANT's owned, hired or non-owned vehicles assigned to or used in performance of the services. In the event that the CONSULTANT's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the CONSULTANT who utilizes an automobile in providing services to GOLDEN under this Agreement.

B. If approved by GOLDEN, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.

C. CONSULTANT shall procure and maintain, and shall cause any Subcontractor of the CONSULTANT to procure and maintain, the minimum insurance coverages listed herein. Such

coverages shall be procured and maintained with forms and insurers acceptable to GOLDEN. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the CONSULTANT pursuant to Section IX of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

D. A Certificate of Insurance shall be completed by the CONSULTANT's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by GOLDEN prior to commencement of any services under this Agreement. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to GOLDEN. The completed Certificate of Insurance shall be sent to:

City of Golden
911 10th Street
Golden, CO 80401
Attn: Risk Management

E. Failure on the part of the CONSULTANT to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which GOLDEN may immediately terminate this Agreement, or at its discretion GOLDEN may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by GOLDEN shall be repaid by the CONSULTANT to GOLDEN upon demand, or GOLDEN may offset the cost of the premiums against any monies due to CONSULTANT from GOLDEN.

F. GOLDEN shall have the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that GOLDEN, its officer, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to GOLDEN, its officers, or its employees.

XI. IMMIGRATION STATUS OBLIGATIONS

A) CONSULTANT certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the CONSULTANT will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all

employees who are newly hired for employment to perform work under the public contract for services.

B) CONSULTANT shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2) Enter into a contract with a subcontractor that fails to certify to the CONSULTANT that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

C) CONSULTANT shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

D) CONSULTANT is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

E) If CONSULTANT obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, CONSULTANT shall be required to:

1) Notify the subcontractor and GOLDEN within three days that the CONSULTANT has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F) CONSULTANT shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et. seq., as amended from time to time.

G) If CONSULTANT violates any of the provisions set forth in this section, GOLDEN may terminate the Agreement and CONSULTANT shall be liable for all actual and consequential damages incurred by GOLDEN.

XII. NON-ASSIGNABILITY.

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XIII. TERM/TERMINATION.

This Agreement shall terminate upon CONSULTANTS delivery of the Final Report as set forth in Exhibit A, which delivery shall occur no later than December 31, 2009.

The foregoing notwithstanding, GOLDEN or CONSULTANT may terminate this Agreement at any time upon providing the other party with sixty (60) days advance written notice. In the event the Agreement is terminated by issuance of said written notice of intent to terminate, GOLDEN shall pay CONSULTANT for all work previously authorized, completed, and delivered prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this Agreement, GOLDEN shall have any remedy or right of set-off available at law and equity.

XIV. DEFAULT/ATTORNEY FEES.

In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

XV. VENUE.

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Jefferson, State of Colorado.

XVI. INDEPENDENT CONTRACTOR.

CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by CONSULTANT to perform work under the terms of this Agreement shall be, and remain at all times, employees or agent of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of GOLDEN for any purposes.

XVII. NO WAIVER.

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by GOLDEN shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVIII. ENTIRE AGREEMENT.

This Agreement and the attached Exhibits are the entire Agreement between CONSULTANT and GOLDEN, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XIX. NOTICE.

Any notice or communication between CONSULTANT and GOLDEN which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

City of Golden
911 10th Street
Golden, CO 80401
Attn: City Manager

OV Consulting
1701 Wynkoop Street Suite 127
Denver, CO 80202

IN WITNESS WHEREOF, the parties have executed this Agreement this 26th day of October 2008

City of Golden



[Signature]

Michael C. Bestor, City Manager

[Signature]

Susan M. Brooks, City Clerk

OV Consulting Inc

By *[Signature]*

Title



EXHIBIT A

Scope of Work

Task 1: Project Management and Outreach

Task Descriptions:

Task 1.1 Project Stakeholder Group Coordination: The consultant team Project Manager, Beth Vogelsang, will manage coordination with the Project Stakeholder Group consisting of staff from the City of Golden, Colorado School of Mines (CSM), Jefferson County and RTD. Ms. Vogelsang will inform and collaborate with the Group regarding ridership analysis and alternative development, community input and alternative evaluation and implementation decision-making. The Stakeholder Group will serve as the technical review committee throughout the process, and will oversee that the goals and objectives of the project and circulator service are being met.

Task 1.2 Focus Groups: The team will kick-off the project with a community and organizational outreach effort designed to provide input for the transit demand analysis. The team will four Focus Group meetings to gather input on the role for transit within the community, travel demand by segment of the population, and the level of community support for service implementation. These meetings will be held within the first two to three months of the project and will include:

- 1) Merchants Group (including local businesses, downtown merchants, Chamber or Special Events organizers)
- 2) Colorado School of Mines Faculty and Staff Group(s)
- 3) Jefferson County Management and Employees Group
- 4) City of Golden City Council, Sustainability Board, and other Golden representatives

Two additional Focus Group meetings will be held during the Alternatives Development and Evaluation phase of the project; one with the Colorado School of Mines Faculty and Staff and the other a combined meeting of the other groups. A total of six Focus Group meetings will be held during the project.

Additional outreach efforts associated with this first phase of the project will include discussions with the Coors Tour operators, RTD management regarding existing and planned bus transit in support of LRT and the CSM Management staff regarding the Parking Study and Master Planning efforts

Task 1.3 Web Survey: The consultant team will develop a web-based survey form that is supported by a back-end database and automatic reporting function. The survey will be posted to the City web-site, and blast e-mailed to students, community and business members for input on potential transit circulation service within the community. The

survey results will be tallied and provide a broader understanding of the public's interest.

Task 1.4 Commission and Council Engagement and Coordination: Beth Vogelsang will manage the development of information and presentation of updates to City staff, Planning Commission and City Council.

Task 1.5 Media Outreach: The City of Golden will manage project updates or related information to local media.

Task 1.6 Inclusion in Community Visioning Project: The City of Golden will develop and manage the community participation in transit related discussions during the Community Visioning Project.

Meetings: 6 Focus Group Meetings, 6 Stakeholder Group meetings, 1 RTD Meeting, 1 CSM meeting, 2 Board/Commission updates, 1 City Council meeting

Deliverables: Meeting minutes/summaries
Web Form Survey
Survey results and findings
Presentation materials related to Commission and Council

Task 2: Data Collection and Review of Existing Conditions

Task Description: The consultant team will collect and review the following data, concurrent with the outreach effort:

- 1) City of Golden or CDOT traffic data
- 2) CSM student population data, housing, commuter patterns
- 3) Jefferson County and City of Golden demographic data; planning and development data; relevant zoning
- 4) RTD Boarding and alighting data for local and regional routes in area
- 5) RTD Parking and demand estimates for West Corridor LRT and Gold Line stations.
- 6) Jefferson County Campus Master Plan, projected employment and user numbers

Meetings: Up to four conversations/meetings to collect and discuss data

Deliverable: Meeting minutes as appropriate
Summary of data review

Task 3: Ridership Assessment

Task Description: The team will conduct a demographic review of Golden and the surrounding Jefferson County area, and perform a density analysis related to population, housing, employment, student base and land use plans to determine potential ridership demand and general ridership pool. The team will also analyze traffic counts and trip patterns intra and inter-community and determine high and low frequency destinations within the potential service area. The team will evaluate parking supply and demand related to CSM campus, the Jefferson County Campus and LRT station and downtown Golden and will consider its effects on future ridership.

Meetings: 1 Stakeholder Group Meeting

Deliverables: Ridership Assessment and details relating to future densities

Task 4: Transit Planning Alternatives Development and Evaluation for Fixed and Non-Fixed Routings

Task Descriptions:

4.1 Alternatives Development for Fixed and Non-Fixed Route options

The team will develop proposed routings, analyze service stops that hit key destinations and connections and support high levels of ridership. This task will include the layout and mapping of routings, details of operation and frequency of service of each routing and comparative results of destination and ridership results. This task will also examine non-fixed route options and the applicability of those operational characteristics to the Golden market.

4.2 Alternatives Evaluation and Determination of Preferred Alternative

The team will work with the Stakeholder Group in the evaluation of each routing to meet agreed upon transit service operating criteria, and the overall goals and objectives of the circulator service.

Meetings: 2 Stakeholder Group Meetings

Deliverables: Mapping and Analysis of Proposed Routings
Summary of Operational Characteristics of Proposed Routings

4.3 Transit Management and Operating Plan

The team will work with City staff, the Stakeholder Group and RTD Management to discuss the options and potential agreements for long term operation, management and funding of circulator service.

Meetings: 2 coordination meetings with RTD management and/or Stakeholders

Deliverables: Summary of meeting outcomes and/or agreements

Task 5: Evaluation of the Effects of Circulator Routing on Downtown

Task Description: The team will evaluate the potential impacts that circulator service may have on local and visitor numbers and potential spending in the downtown Golden area.

Meetings: Informational conversations with local merchants, as needed

1 Stakeholder Group meeting

Deliverables: 1 Technical Memo documenting results of findings

Task 6: Evaluation of Circulator Routings on Traffic and Parking

Task Description: The team will assess the effects of circulator service on parking and traffic movement and congestion in Golden, especially related to CSM campus, Jefferson County and LRT Station and downtown Golden.

Meetings: Informational conversations as needed

1 Stakeholder Group meeting

Deliverable: 1 Technical Memo documenting results of findings

Task 7: Identification of Vehicle Type and related Operation and Maintenance

Task Description: The team will review vehicle type and technologies supportive of operational needs, passenger comfort and appeal, boarding and alighting operations, curb appeal and maintenance and storage requirements, and sustainability needs for the community. Potential technologies will be reviewed and compared with comparative national service operations, RTD practices and/or historic Golden GUS BUS service.

Meetings: Review and discussion at 1 Stakeholder Group Meeting

Deliverables: 1 Technical Memo documenting results of findings

Task 8: Estimation of Costs, Revenues and Subsidies for Implementation and Plan for Measuring Project Results

Task Description: The team will analyze potential costs associated with vehicle procurement, fleet size, annual operating budgets and potential ridership revenues based on the preferred circulator routing. The degree of subsidy required for both capital and operating expenses will be reviewed against probable sources of future capital and operating subsidies; local, regional or national, depending on determined ridership and routing. The team will also develop methods and criteria for measuring results of planned service including speed of service and travel time, accessibility and flexibility, comfort and convenience, ability to reduce vehicle miles (VMT) traveled within the City of Golden. The VMT calculation will be an important element of evaluating the ability of circulator service to move Golden toward a more sustainable future.

Meetings: 1 Stakeholder Group Meeting

Deliverables: Matrix of projected costs and revenues associated with service

Discussion of potential subsidies

1 Technical Memo documenting methods and criteria for measuring results and reductions in VMT

Task 9: Draft and Final Report

Task Description: The team will develop a draft Transit Feasibility Study for review by the Stakeholder Group. Comments and edits to the report will be incorporated into production of the Final Report to be shared with Planning Commission and City Council.

Meetings: 1 Stakeholder Group Meeting

Deliverables: Draft Report

Final Report

EXHIBIT B

Fee Structure

OV Consulting has developed an hour and fee estimate based on the above scope of work. The total estimated fee is \$60,905. The detailed breakdown of the estimated fee and hours associated with each task are shown in the table below.

Golden Transit Feasibility Study
OV Consulting Team Estimated Hours and Fee
10/7/2008

Task	B. Vogelsang \$145/hr	C. Vogelsang \$145/hr	Taniwaki \$120/hr	Task Hours	Task Dollars
Task 1: Project Management and Outreach; Stakeholder Coordination					
Task 1.1: Project Stakeholder Group Coordination	18	9	9	36	\$ 4,995
Task 1.2: Focus Groups (six meetings)	24	12	6	42	\$ 5,940
Task 1.3: Web Survey Development, Distribution and Results	4	10	0	14	\$ 2,030
Task 1.4: Commission and Council Engagement and other Stakeholder Coordination	20	0	0	20	\$ 2,900
<i>Task 1 Total</i>	<i>66</i>	<i>31</i>	<i>15</i>	<i>112</i>	<i>\$ 15,865</i>
Task 2: Data Collection; Review of Existing Conditions and Related Data/ Develop Transit parameters	8	8	8	24	\$ 3,280
Task 3: Ridership Assessment	28	4	16	48	\$ 6,560
Task 4: Transit Planning - Alternatives Development and Evaluation; Fixed and Non-fixed Routings					
Task 4.1: Alternatives Development	40	8	0	48	\$ 6,960
Task 4.2: Preferred Alternative Evaluation	24	4	0	28	\$ 4,060
Task 4.3: Management and Operating Plan	8	0	0	8	\$ 1,160
<i>Task 4 Total</i>	<i>72</i>	<i>12</i>	<i>0</i>	<i>76</i>	<i>\$ 12,180</i>
Task 5: Evaluation of Circulator Routings on Downtown	4	0	24	28	\$ 3,460
Task 6: Evaluation of the effects of Circulator Routings on Parking and Traffic	4	28	0	32	\$ 4,640
Task 7: Identification of Vehicle Type/Technology and related Operation and Maintenance	12	2	0	14	\$ 2,030
Task 8: Estimation of Costs, Revenues and Subsidies for Implementation and Plan for Measuring Project Results	22	24	10	56	\$ 7,870
Task 9: Draft and Final Report	20	8	8	36	\$ 5,020
Total Hours	236	117	81	426	
Total Dollars	\$ 34,220	\$ 16,965	\$ 9,720		\$ 60,905

Total Estimated Dollars \$ 60,905

1ST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICE

THIS AMENDMENT TO THE EXISTING CONSULTING AGREEMENT is made and entered into this 23rd day of February 2010, by and between the CITY OF GOLDEN (hereinafter referred to as "GOLDEN") and **OV Consultants** (hereinafter referred to as "CONSULTANT").

WITNESETH:

WHEREAS, GOLDEN and OV Consultants entered into a professional consulting agreement in October 2008 in connection with preparation of a Transit Feasibility Study; and

WHEREAS, all of the work under the original AGREEMENT has been satisfactorily completed; and

WHEREAS, the Parties wish to amend the Scope of Work to include certain additional tasks and products.

NOW, THEREFORE, for and in consideration of the promises and covenants herein appearing, the parties agree as follows:

I. SCOPE OF SERVICES.

The specific scope of additional services and estimated costs described in the attached Exhibit A is authorized.

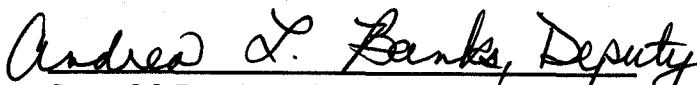
II. ENTIRE AMENDMENT.

This Amendment and the attached Exhibit are the entire Amendment between CONSULTANT and GOLDEN. All other provisions of the Agreement remain in full force and effect.

City of Golden

 02/23/2010
Michael C. Bestor, City Manager

ATTEST:


Susan M. Brooks, City Clerk

OV Consulting

By: Beth Vegelson

Title: Principal, OV CONSULTING



DATE: February 1, 2010

TO: Steve Glueck, Director Planning and Development, City of Golden

FROM: Beth Vogelsang, Principal, OV Consulting

RE: DRAFT Cost Estimate for City of Golden
Transit Open House Preparation and Implementation

The following write-up highlights the tasks to be performed by OV Consulting in preparation for, attendance and follow-up for the City of Golden Transit Open House. The attached spreadsheet indicates the hours and costs by task.

Task 1: Team Coordination

OV Consulting will coordinate with city staff on a weekly basis regarding the review and preparation of open house layout, display of information, media alert, messaging for the public and collection of information from the public. Time will also be allocated for graphics coordination.

Task 1. Weekly Meetings – five hours per week in meetings/coordination efforts

Total Hours Task 1 - 4 hours/5 weeks= 20 hours

Task 2: Modifications to Routing and Operating Stats

OV Consulting will update proposed route alternatives to include additional routes not utilizing Illinois Street connection. Comparative data will include operating miles/hours, cost per mile/hour, number of potential stops, frequency and vehicle requirements and total trip travel time. Graphics will be prepared to illustrate the four alternative routings and data.

Total Hours Task 2- Routing and Operating Stats and Graphics: 8 hours

Task 3: Open House Preparation

Task 3A.

Room Layout/Arrangements/Organization

Development of Comment Form and on-line set-up at Comment form

Hours: 8 hours

Task 3B.

Development, Review and Production of Graphics for Open House

Hours: 16

Total Hours Task 3 - 24 hours

Task 4: Open House and Follow-up

Task 4A. OV Consulting will have two persons attend the Open House, assist with set-up and take-down

Hours: Open House March 2nd - two persons/4 hours = 8 hours

Task 4B. OV Consulting will provide summary of Open House event, attendance, and comments

Hours: 8 hours

Total Hours Task 3 - 16 hours

OV CONSULTING

**City of Golden Transit Open House
Cost Estimate**

Task	Hours	Cost @ \$145/hour
Task 1: Team Coordination		
Task 1A - Weekly Meetings and Project Coordination (5)	20	\$2,900
Total Task 1 Fee	20	\$2,900
Task 2: Open House Preparation		
Modifications to Routing and Operating Stats for Presentation	8	\$1,160
Total Task 2 Fee	8	\$1,160
Task 3 Open Houses		
Task 3A. Open House Layout/Organization details	8	\$1,160
Task 3B. Graphics Production	16	\$2,320
Total Task 3 Fee	24	\$3,480
Task 4 Attendance and Follow-up		
Task 4A. Attendance (2 persons/4 hrs)	8	\$1,160
Task 4B. Follow-up Summary	8	\$1,160
Total Task 4 Fee	16	\$2,320
TOTAL FEE ESTIMATE	68	\$9,860