

PLANNING AND DEVELOPMENT MEMORANDUM
#08-10

May 22, 2008

TO: Honorable Mayor Kathleen M. Novak and City Council members

FROM: A. J. Krieger, City Manager 
James Hayes, Director of Planning and Development 
Kurt Kowar, CIP Design and Engineering Manager 

SUBJECT: Corridor Master Plan and 104th Avenue Bridge Enhancements

RECOMMENDATION:

Attached to this memorandum is resolution CR-74 which, if approved, would authorize the Mayor to execute a professional services agreement with DHM Design Corp. in the amount of \$107,500.00 for the development of a Corridor Master Plan for the City of Northglenn. A second Resolution, CR – 86, is also attached which if approved would authorize the Mayor to execute a contract between the City of Northglenn and DTJ Design (DTJ) for the 104th Avenue Bridge Enhancements Project preliminary design in the amount of \$33,900.00. Staff recommends approval of the proposed Resolutions.

BACKGROUND:

On January 9, 2008, the City solicited statements of qualification for the Corridor Master Plan, 2008 RFQ-02. The scope included the preparation of conceptual plans for Washington St. Avenue and the preparation of a citywide corridor master plan that will establish a vision for traffic, landscape, and aesthetic improvements on major thoroughfares throughout the City of Northglenn. Additionally, the scope included qualifications regarding proposed enhancements to the 104th / I-25 bridge.

Throughout the first quarter of 2008, staff accepted formal statements of qualification in response to the RFQ and interviewed firms deemed to present the strongest qualifications. It was recommended that the bridge enhancements and the corridor master plan work should be conducted by two individual consultants with each contract awarded to the firm demonstrating strength in their respective arena. Based on the interviews, it was determined that DHM Design is best suited to prepare the Corridor Master Plan and Conceptual plans for Washington St. and E. 112th Avenue Conceptual Plan and DTJ is best suited to prepare the 104th Avenue Bridge Enhancements plans.

Corridor Master Plan

An April 3, 2008 Study Session summarized the process findings and requested direction to solicit detailed scoping and contract pricing for the work associated with the Corridor Master Plan. It was recommended that staff request contract pricing for the items that included the Washington Street Conceptual Plans, the Citywide Corridor Master Plan, and the Citywide Fence Guidelines / Policy.

Upon further consideration, staff feels that a reorganization of the original scope, including the three items mentioned above, will create a more cost effective and efficient approach. To that end, the attached proposal designates the original "Item C.- Corridor Master Plan" as Phase I that includes "Item D.- Citywide Fence Guidelines/Policy". Phase II will include "Item B.- Washington Street Conceptual Plans" from the original scope. This sequential plan to complete the work will provide for a citywide general plan for all corridors and then move forward with Phase II, a more detailed study of the Washington Street Corridor using the results of the Phase I work.

Overall cost for both phases of the project is estimated to be \$107,500.00 and is depicted in the Scope of Services attached to the Professional Services Agreement.

104th Avenue Bridge Enhancements

The Colorado Department of Transportation (CDOT) will replace the bridge at 104th Avenue and I-25 in 2009. This project is currently in the design phase. The City of Northglenn has the opportunity to enhance the 104th Avenue / I-25 interchange bridge streetscape and landscape beyond the level of the basic bridge replacement.

The preliminary work included in the DTJ agreement will include the development of three alternatives with associated construction costs for review by Council. These alternatives will include a design based solely on landscape improvements, a design based solely on structural improvements, and a design based on both structural and landscape improvements. Once an alternative has been selected by Council, DTJ's agreement will be amended for the development of final plans to be included in the CDOT construction plans. As CDOT is currently in the design phase for the bridge they require any streetscape/landscape enhancement plans as soon as possible.

POTENTIAL OBJECTION:

City Staff is not aware of any specific opposition to the projects or proposed contract separation.

BUDGET/TIME IMPLICATIONS:

Funding for the Corridor Master Plan project will be provided by the 2008 Capital Improvement Program. Specific funds were not included in the original 2008 budget. The projected scope of work is scheduled for delivery within six (6) months of kickoff.

Funding for the 104th Avenue Bridge enhancement project was not included in the original 2008 budget. However, CDOT is currently in the process of developing plans for the 104th Avenue Bridge Replacement and in order to incorporate the bridge enhancements desired by the City, it is imperative that the design work begins as soon as possible.

STAFF REFERENCE:

If Council members have any comments or questions, they may contact Jim Hayes, Director of Planning and Development (jhayes@northglenn.org or 303.450.8937) or Kurt Kowar, CIP Design and Engineering Manager (kkowar@northglenn.org or 303.450.8774).

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 200____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and DTJ Design, Inc. (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from Exhibit A which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed ~~thirty thousand~~ ^{thirty three} thousand ~~eight~~ ^{hundred} hundred dollars (\$33,900). Payment shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

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

B. The work performed by Consultant shall be 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.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Consultant has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

B. Prohibited Acts. 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 Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

(1) Consultant has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the U.S. Department of Homeland Security and, if Consultant is not accepted into the basic pilot program prior to entering into

this Agreement, Consultant shall apply to participate in the basic pilot program every three (3) months until Consultant is accepted or this Agreement has been completed, whichever is earlier.

(2) Consultant shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall:

a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the Affidavit attached hereto.

IX. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. Consultant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled,

terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
Attn: Eve Craven
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City 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 the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. 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.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. 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 Adams, State of Colorado.

XV. 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 agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal conflicting provisions in the Agreement establishing any monetary obligation beyond the current fiscal year.

XIX. NOTICE

Any notice or communication between Consultant and the City 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:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Consultant: DTJ Design
1881 Ninth Street, Suite 103
Boulder, Colorado 80302

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____

Kathleen M. Novak

Mayor
Title

ATTEST:

City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONSULTANT:

By: _____

M. Rick Volpe
Print Name_____
Principal / Vice President
Title

Date 5.16.2008

ATTEST:

By: _____

Gail A. Commodore_____
Gail A. Commodore

Print Name

Vice President 5/16/08
Title Date

City's Contract # _____

Joliette M. Woodson

Name of City's Project Manager

Attached is **EXHIBIT A "SCOPE OF SERVICES"** and **EXHIBIT B "AMOUNT OF
COMPENSATION"**



DTJ DESIGN

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE

PROFESSIONAL DESIGN SERVICES PROPOSAL

April 28, 2008
(Revised May 13, 2008)

Ms. Joliette Woodson
Project Manager
CITY OF NORTHGLENN
11701 Community Center Drive
Northglenn, CO 80233

**RE: Revised Proposal for Architectural Enhancements and Landscape Architecture –
Conceptual Design Alternatives for the 104th Avenue/I-25 Bridge Enhancements Project
located in Northglenn, Colorado
(Phase 1 of Bid Number 2008 RFQ-02)**

Dear Joliette:

Thank you for the opportunity to present this Proposal for Architectural Enhancements and Landscape Architecture Design Services. DTJ DESIGN, Inc. (Consultant) is very excited about the prospect of providing Conceptual Design Alternatives for the Bridge Replacement Project located at 104th Avenue and I-25, in Northglenn, Colorado. We are very much in support of your vision to provide a significant design statement at the gateway to the core of the City of Northglenn.

The Proposal is organized in the following manner:

- I. UNDERSTANDING/METHOD OF APPROACH**
- II. BASIC SERVICES TO BE PROVIDED BY CONSULTANT**
- III. SCHEDULE**
- IV. PROPOSED COMPENSATION AND PAYMENT FOR SERVICES**
- V. RESPONSIBILITIES OF THE CLIENTS**
- VI. CONSULTANT'S EXCLUDED AND/OR ADDITIONAL SERVICES**

CITY OF NORTHGLENN
104th Ave./I-25 Bridge Enhancements
April 28, 2008
(Revised May 13, 2008)

I. UNDERSTANDING/METHOD OF APPROACH

GENERAL:

We understand that the Client would like a specific Proposal for Architectural Enhancements and Landscape Architecture – Conceptual Design Alternatives for the 104th Avenue/I-25 Bridge Enhancements project located in Northglenn, Colorado.

DTJ provided a response to the City of Northglenn Request for Qualifications on February 11, 2008. Subsequently, DTJ was shortlisted and awarded the bid. This Proposal is based on information and direction provided by City representatives for the scope of design services.

The work includes Conceptual Design Alternatives to enhance the 104th Avenue/I-25 Interchange bridge and infield landscape beyond the level of the basic bridge replacement project that the Colorado Department of Transportation (CDOT) is planning.

CITY OF NORTHGLENN CONTACTS:

Project Director
James Hayes
Director of Planning Development
(303) 450-8937

Project Manager
Joliette Woodson, P.E.
Civil Engineer II
(303) 450-8835

PRIMARY DESIGN TEAM CONTACTS:

Principal-In-Charge
DTJ DESIGN, Inc.
Mike Beltzel
Principal and President
(303) 443-7533

Project Manager
DTJ DESIGN, Inc.
Jay Johnston
Associate
(303) 443-7533

SUB-CONSULTING TEAM CONTACTS:

No sub-consultants are anticipated

DEVELOPMENT PROGRAM:

It is DTJ's understanding that the enhancements to the 104th Avenue Bridge and infield will add to the 'family' of several existing bridge enhancements within the City of Northglenn along the I-25 Corridor. DTJ will provide three (3) alternative design concepts in a format suitable for preliminary budgeting. The City has directed DTJ to produce the following design alternatives:

1. Infield landscaping only at a construction cost of \$250,000 (plan and section with costs)
2. Architectural bridge enhancement only at a construction cost of \$250,000 (plan and elevation with costs)
3. Hybrid of landscape and bridge enhancement at a construction cost of \$250,000 (plan, section and elevation with costs)

The proposed Basic Services and Fees are based on the degree of finish as outlined and assumes that the work be prepared as one (1) presentation package for the project. Preparation of additional design services, documentation or separate phases beyond those outlined in this Proposal will be provided as Additional Services.

II. BASIC SERVICES TO BE PROVIDED BY CONSULTANT

PROJECT INITIATION, PRE-DESIGN AND PROGRAMMING:

A. Data Collection

1. Obtain current CDOT documents and bridge drawings (understanding of the type of structure proposed)
2. Gather available background data from the City's files and previous consultants, including base maps, existing utility information and other relevant background studies. The City will provide relevant project costs of previous bridge executions along the I-25 Corridor.
3. Obtain current Survey and Civil Engineering files in AutoCAD format to produce Base Drawings
4. Obtain drainage basin data for infield grading and consider site influences (soil type and availability for sculpturing)
5. Identify project limits and boundaries
6. Obtain other information and aerial images to identify historic context and cultural influences

B. Conduct on-site evaluation and document opportunities and constraints

C. Generate site inventory and analysis drawings

D. Identify potential character and theme opportunities

E. Prepare Site Analysis and propose Critical Success Factors for the project

CONCEPTUAL DESIGN ALTERNATIVES:

Provide Conceptual Design Alternatives addressing the aesthetics, materials and colors of visible portions of the enhanced bridge. The consultant will also provide design treatment for general layout, grading, proportions, color selection, material alternatives and other aesthetics within the bridge infill area. The design services will propose three (3) alternative design concepts per the project program.

- A. In-house design charette
- B. Consider potential integration with CDOT basic design
- C. Consider grading, hardscape, wall, softscape (planting) and lighting opportunities
- D. Identify signage font type, character, and readability
- E. Develop conceptual wall and bridge architectural upgrade design studies
- F. Conduct Value/Cost Assessment with alternatives to budget
 - 1. Consider infield grading, shaping and cut/fill issues
 - 2. Evaluate design detail integration to "base" CDOT structure
 - 3. Define alternative materials and finishes
 - 4. Review similar executions in region for cost context
- G. Develop design alternatives in plan, sections and/or elevation in pencil manuscript
- H. Meeting 1 – Present and review Conceptual Design Alternatives (3 options) to City Staff
- I. Meeting 2 – Present Conceptual Design Alternatives (3 options) to City Council

WORK PRODUCTS:

- A. Memorandum of Project Understanding, Design Direction and Relative Costs
- B. Site Analysis and Area Context Summary including Photo Documentation
- C. Design Product Alternatives:
 - 1. Infield landscaping only (plan and section)
 - 2. Architectural bridge enhancement only (plan and elevation)
 - 3. Hybrid of landscape and bridge enhancement (plan, section and elevation)

CITY OF NORTHGLENN
 104th Ave./I-25 Bridge Enhancements
 April 28, 2008
 (Revised May 13, 2008)

III. SCHEDULE

CDOT has tentatively planned the Field Initial Review in April, ROW Plan Review in August, and Final Office Review in October, 2008. It is anticipated that work would begin immediately upon execution of contract

ESTIMATE OF PHASE TASKS:

	<u>Duration</u>
Project Initiation, Pre-Design and Programming	2 Weeks
Conceptual Design Alternatives	4 Weeks

IV. PROPOSED COMPENSATION AND PAYMENT FOR SERVICES

Regarding the services to be provided under this Proposal, DTJ will execute the work for a Fixed Fee of \$33,900, including expenses, for Project Initiation, Pre-Design and Programming and Conceptual Design Alternatives.

Project Initiation, Pre-Design and Programming	\$ 5,200
Conceptual Design Alternatives	<u>25,600</u>
TOTAL SERVICES	\$30,800
Reimbursable Expenses	<u>3,100</u>
TOTAL SERVICES AND REIMBURSABLE EXPENSES	\$33,900

V. RESPONSIBILITIES OF THE CLIENT

The items listed below are the responsibility of the Client and are excluded from the Basic Design Services to be provided by the Consultant:

- A. All applicable processing or permit fees
- B. The legal description and survey of the properties, and "As-Built" drawings for the project
- C. Establishment and updating of an overall budget for the project, including construction costs, the Client's other costs and reasonable contingencies
- D. Services of other consultants, when such services are reasonably required by the Scope of the Projects, including, but not limited to Structural, Mechanical, Plumbing and Electrical Engineer, Flood Engineer, Signage/Graphic Consultants, Telecommunications, Transportation Engineer, Legal Counsel, etc.
- E. Tests, inspections, or reports required by law or contract documents related to soils, structural, mechanical, electrical, air and water pollution, and test for hazardous materials

Listed below are items which are excluded and/or Additional Services available from the Consultant. These services are not included in the Basic Services itemized in Section II.

- A. Preliminary Design (Schematic Design and Design Development), Final Design (Construction Documents and Bid Assistance) and Services During Construction
- B. Bridge Structural Engineering (by others)
- C. Street and specialty street lighting
- D. Special features beyond scope
- E. Civil Engineering
- F. Mechanical, Electrical, and Plumbing Engineering
- F. Services of any outside consultants not included in Basic Services
- G. Meetings above and beyond those specified in the Basic Services to resolve problems or requirements from public officials, neighbors, etc.
- H. Record drawings
- I. Traffic Impact Analysis, if required
- J. Making revisions in drawings, specifications or other documents, when such revisions are:
 - 1. Inconsistent with previous approvals or instructions, including revisions made necessary by adjustments to the Client's programs or budgets
 - 2. Required by the enactment or revision of codes, regulations or laws; and/or
 - 3. Due to changes required as a result of the Client's failure to render decisions in a timely manner
- K. Geotechnical/Soils Engineering
- L. Boundary surveying and construction staking
- M. Exterior/Interior way finding and graphic design
- N. Special studies required by the Client, or scope of project for off-site utilities, public mains or related approvals
- O. Value Engineering cost estimating exercise or construction management beyond those discussed under Basic Services
- P. Legal or tax consulting, or assisting the Client's legal counsels in dispute resolution with the City with adjacent property owners, or with others
- Q. Financial Feasibility or Market Studies

CITY OF NORTHGLENN
104th Ave./I-25 Bridge Enhancements
April 28, 2008
(Revised May 13, 2008)

- R. Generation of graphic illustrative (colored and/or reduced) materials or scale models except as included in Basic Services
- S. Public Approvals Processes, including Planning Board and City Council Presentations
- T. Client review meetings and field trips in addition to those described under Basic Services
- U. Solar studies and/or design
- V. Services in connection with Substitutions, Change Orders and Construction Change Directives
- W. Services of any outside Consultants or other services not included in Basic Services

Joliette, we are very enthusiastic about working with you on the Bridge Replacement Project. Please contact us if you have any questions or refinements to this Proposal. We look forward to hearing from you.

Thank you for this opportunity.

Sincerely,

DTJ DESIGN, Inc.



Gail A. Commodore
Vice President
for Michael A. Beltzel
President

Date 5/13/08

JNU/kav
S:\Contracts & Proposals\City of Northglenn\LA Revised 104th Ave-I-25 Bridge Enhancements\Pro.doc
P2008-02 (LA-ST)

PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH AN ILLEGAL ALIEN

FROM: DTJ Design, Inc
(Prospective Consultant)

TO: City of Northglenn
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name 104th Ave. / I-25 Bridge Enhancements

Bid Number 2008RFG-12 Project No. _____

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien and that I (we) have confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the United States Department of Homeland Security.

Executed this 16 day of May, 2008.

Prospective Consultant DTJ Design, Inc.

By: M. Nieboer

Title: Principal / Vice President

Finance Dept Use Only	
Initials	_____
Date	_____
PO #	_____