

## LOGISTICS MEMORANDUM

#07-14

June 14, 2007

**TO:** Honorable Mayor Kathleen M. Novak and City Council Members

**FROM:** A.J. Krieger, City Manager  
Kurt Kowar, Logistics Center Manager *KK*  
Heath Klein, Civil Engineer I *HK*

**SUBJECT:** CR-55 Huron Street Corridor Landscape Design Improvements, Professional Services Agreement

### RECOMMENDATION:

Attached to this memorandum is a Resolution, which, if approved, would authorize the Mayor to execute the Professional Services Agreement (PSA) between the City of Northglenn and DHM Design Corp. to perform the landscape design of the Huron Street Corridor Improvements and Croke Reservoir Shoreline Stabilization. Staff recommends approval of the PSA.

### BACKGROUND:

Currently the City of Northglenn is under contract with J&T Consulting Inc. (J&T) for design of the Huron Street Improvements and Croke Reservoir Shoreline Stabilization. The improvements were limited to the area between Kennedy Drive and Naiad Drive along Huron Street. DHM would complement J&T and provide expertise in the landscape design of the Croke Reservoir Shoreline Stabilization and features associated with this project as well as landscape improvements along the entire Huron Street Corridor.

The Huron Street Corridor and the Croke Reservoir Shoreline Stabilization projects are a great opportunity for the City of Northglenn to meet a city council goal of a clean and beautiful city. Being the major north/south arterial of Northglenn's west side, improvements to this corridor will begin to establish a theme and rejuvenation that Northglenn is choosing to move towards. DHM Design Corp. has assisted cities throughout Colorado in pursuing and establishing a cohesive identity. J&T is providing the City of Northglenn with a sound engineering design, and it was decided that a project with the visual impact that the Croke Reservoir and Huron Street Corridor entails, that the expertise of DHM will provide the design support to yield the results expected for a project of this magnitude.

Based on the preliminary construction cost estimate of the Huron Corridor landscaping and Croke Reservoir landscaping and node design of \$2,000,000, the total design for this project would be \$37,500.00 which is 1.875% of the construction cost, falling within a typical industry range of 1%-3% for landscape design fees.

### POTENTIAL OBJECTION:

City Staff is not aware of any specific opposition to this Professional Services Agreement for additional services.

### BUDGET/TIME IMPLICATIONS:

There are no time implications. There are sufficient funds in the Huron Street Corridor Landscape Design budget, Account # 410.69211.000.3999.520 for the proposed \$41,250.00 (\$37,500 fee plus \$3,750 for 10% contingency) for additional design services.

### STAFF REFERENCE:

Please contact Kurt Kowar at [kkowar@northglenn.org](mailto:kkowar@northglenn.org) or 303.450.8774 or Heath Klein at [hklein@northglenn.org](mailto:hklein@northglenn.org) or 303.450.8780.

SPONSORED BY: COUNCIL MEMBERS GARNER & MONROE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-55  
Series of 2007

\_\_\_\_\_  
Series of 2007

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF NORTHGLENN AND DHM DESIGN CORPORATION.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

The Professional Services Agreement between the City of Northglenn and DHM Design Corporation, attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
KATHLEEN M. NOVAK  
Mayor

ATTEST:

\_\_\_\_\_  
DIANA L. LENTZ, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**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 DHM Design, Corp. (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-seven thousand five hundred dollars (\$37,500.00). 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. 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.

A. **UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

B. **VERIFICATION REGARDING ILLEGAL ALIENS:** Contractor has verified or attempted to verify through participation in the basic pilot program of the United States Government that Contractor does not employ any illegal aliens or Contractor verifies that Contractor has not been accepted into the basic pilot program

prior to entering into this Contract. Contractor further verifies that if Contractor has not been accepted in to the basic pilot program of the United States Government, Contractor will apply to participate in the basic pilot program of the United States Government every three months until Contractor is accepted or this Contract is completed, whichever is earlier. [CRS 8-17.5-102(2)(b)(I).]

C. **LIMITATION REGARDING BASIC PILOT PROGRAM:** Contractor shall not use basic pilot program procedures to undertake preemployment screening of job applicants while performing this Contract. CRS 8-17.5-102(2)(b)(II).]

D. **DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS:** If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

- (a) notify the subcontractor and the City within three days that the Contractor 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 days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien. CRS 8-17.5-102(2)(b)(III)(A) & (B).]

E. **DUTY TO COMPLY WITH STATE INVESTIGATION:** Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5). CRS 8-17.5-102(2)(b)(IV).]

F. **DAMAGES FOR BREACH OF CONTRACT:** In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any paragraph A through E inclusive, Contractor shall be liable for actual and consequential damages to the City.

G. **SOLE PROPRIETOR** A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq. and (iii) shall produce one of the forms of identification required by CRS 24-75.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that receives federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

## **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 subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any subconsultant of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subconsultant 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 paragraph A. 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. Indemnification, 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 subconsultant 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. Indemnification, 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.

4. 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.
5. 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. 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  
11701 Community Center Drive  
Northglenn, Colorado 80233-8061  
Attn: Eve Craven
6. 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.
7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. 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., 10 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. 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:  
DHM Design Corp.  
Name

1390 Lawrence Street, Suite 100  
Address

Denver, Colorado 80204  
City, State, Zip

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

**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR  
CONTRACTING WITH AN ILLEGAL ALIEN  
(Corporations, Companies)**

FROM: DHM Design Corporation  
(Prospective Contractor)

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

Project Name \_\_\_\_\_

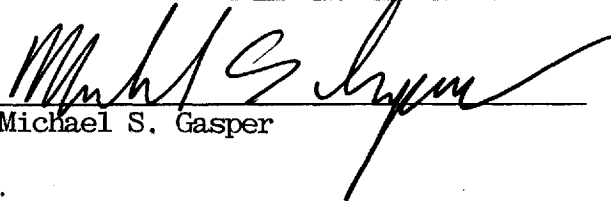
Bid Number \_\_\_\_\_

Project No. \_\_\_\_\_

As a prospective contractor 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 participated in or attempted to participate in the basic pilot program of the state of Colorado in order to verify that I (we) do not employ any illegal aliens.

Executed this 30th day of May, 2007.

Prospective Contractor DHM Design Corporation

By:   
Michael S. Gasper

Title: \_\_\_\_\_  
President

<b>Finance Dept Use Only</b>	
Initials	_____
Date	_____
PO #	_____

**AFFIDAVIT FOR VERIFICATION OF ELIGIBILITY FOR STATE AND LOCAL BENEFITS  
(Sole Proprietor, Individual)**

I, \_\_\_\_\_, swear under penalty of perjury under the laws of the State of Colorado that (check one):

\_\_\_\_\_ I am a United States citizen;

\_\_\_\_\_ I am a Permanent Resident of the United States, or

\_\_\_\_\_ I am lawfully present in the United States pursuant to federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

<b>Finance Dept Use Only</b>	
<b>Initials</b>	_____
<b>Date</b>	_____
<b>PO # / Rebate</b>	_____

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

**CITY OF NORTHGLENN, COLORADO**

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Diana L. Lentz, City Clerk CMC

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**CONSULTANT:**

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

DHM Design Corp,

Michael S. Gasper

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

5/30/07

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Joy J. Gess

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

5/30/07

\_\_\_\_\_  
Date

# **City of Northglenn**

## **Huron St. Improvements and Croke Reservoir Shoreline Stabilization**

**DHM Design Project No.**

**Date: May 30, 2007**

### **Project Goals & Objectives**

Support the City of Northglenn and their Engineering Consultant, J & T Consulting, in the Huron St. Improvements from 104<sup>th</sup> Ave. to 112<sup>th</sup> Ave. and Croke Reservoir Shoreline Stabilization project. DHM will accomplish this by providing Urban Design and Landscape Architecture Services that will:

- Provide for improved pedestrian safety by separating the trail from the roadway.
- Enhance the Huron St. Corridor and the connection to the "Marketplace" development to the east.
- Create opportunity for greater pedestrian interaction with Croke Reservoir with the development of an overlook plaza as well as a plaza that can provide physical access to the waters edge.
- Provide opportunity within the design for integrating public art either as stand-alone pieces or integral to some of the design elements.
- Consider the use of water as a design element in context with the reservoir.
- Consider opportunities for integrating historical and/or ecological themes into some of the design and art components.
- Consider this project as an integral part of the City of Northglenn and as such should attempt to use materials that will be compatible with future corridor redevelopments.

### **Project Assumptions.**

In developing the Scope of Services and Estimate Professional Fees DHM has made the following assumptions.

- Huron St. roadway improvements are already under contract and include all related utilities either in the roadway or in the right-of-way and will include any traffic control/signalization work.
- Base maps will be provided to DHM by J & T Consulting in AutoCAD format. Information provided will include horizontal and vertical controls of existing conditions and proposed improvements.
- Geotechnical investigations have been completed.
- The proposed project is engineering intensive. Structure, Electrical, Civil will be provided by J & T Consulting.
- Landscape Irrigation design will be design build by the selected General Contractor. DHM will provide performance specifications related to irrigation design and installation.
- DHM will include a sub consultant for the design of any water feature.
- DHM will provide sketch details of any proposed urban design elements including signage for review, red line, approval and stamp by J&T structural engineer.
- DHM will identify and locate any landscape, pedestrian and/or specialty lighting. Electrical engineering will be provided by J&T Consulting.
- The project will be negotiated with a pre qualified General Contractor (CMGC)

# City of Northglenn

## Huron St. Improvements and Croke Reservoir Shoreline Stabilization

### Proposed Scope of Services & Estimated Professional Fees

#### Phase One – Project Start Up

- Gather and review existing documents and data from the City and J&T Consulting.
- Determine if additional site data is needed and inform the city of these requirements.
- Prepare base maps for use in the refinement of the design concepts and construction documents.

• This phase would include a maximum of 2 meetings with the city and/or J&T Consulting  
**Phase One – Estimated Professional Fees** \_\_\_\_\_ **\$4000.00**

#### Phase Two – Conceptual Design Studies

Based on preliminary concepts developed by the City for the east edge of Croke Reservoir and also based on input and ideas voiced during pre project discussions between DHM and the City DHM will prepare Conceptual Design Studies. These design studies will be presented to City Council on June 28<sup>th</sup> and will include the following.

- Site Plans, Sketches, Elevations and Sections specific to this Project Site.
- Photographs and other precedent images will be used to further illustrate proposed uses, design elements, materials, site furniture, plant material and art.
- Based on input and direction gained from the City Council presentation and Design Team meetings DHM will refine the Conceptual Design and prepare a preliminary estimate of probable construction costs.
- This phase will include a maximum of 2 meetings with the City and/or J&T Consulting and the City Council Presentation.

**Phase Two – Estimated Professional Fees** \_\_\_\_\_ **\$11,000.00**

#### Phase Three – Design Development & Construction Documents

In the interest of the project schedule DHM will combined the Design Development and Construction Document phases. Based on an approved Conceptual Design and related construction estimate/budget DHM will refine our the Conceptual Design and begin development of Construction Documents. We understand that consideration is being given to engaging a General Contractor as the project is finalized. DHM support this idea as it will help identify and control costs and potentially help develop solutions that respect the design intent while being cost effective. Products produced will include but not necessarily limited to the following:

- Site construction layout plan identifying materials and keying details and providing horizontal controls
- Detailed Grading Plan to accommodate additional design elements and tie into the overall project grading as established by J&T Consulting.
- Landscape Plans, Details and Specifications.
- Irrigation Performance Specification only.
- Landscape, Pedestrian and Special Feature Lighting. Fixture selection and location only. Electrical engineering provided by J&T Consulting.
- Water Feature Design. Includes plumbing and pump design but does not include electrical/power design or related structural engineering requirements. These service to be provided by J&T Consulting.

**Phase Three continued**

- Construction Details will be designed and drafted by DHM but reviewed, redlined and approved/sealed by J&T Consulting structural engineer.
- Technical Specifications.
- Coordination with City, J&T Consulting and Selected CMGC during construction estimating process. This would include issuing clarifications and addenda.
- Since we are combining Design Development and Construction Document Phases we have estimate a maximum of 6 meetings with various members of the design team and CMGC to ensure proper coordination of all project elements.

**Phase Three – Estimated Professional Fees** \_\_\_\_\_ **\$16,000.00**

**Phase Four – Construction Phase Services**

DHM and our sub consultants will provide Construction Phase Services. The number of site visits will be determined based on the level of involvement of J&T Consulting and City Staff as well as the ultimate complexity of the project as determined in Phase Two. We have therefore assumed at this time the following:

- Pre-Construction Meeting
- 5 periodic site visits.
- Punch list and Final acceptance walk through's.

**Estimated Professional Fees** \_\_\_\_\_ **\$4000.00**

**Total Estimated Professional Fees** \_\_\_\_\_ **\$35,000.00**

**Direct Reimbursable Expenses**

Estimated Professional Fees listed above do not include direct reimbursable expenses which will be billed in addition to the professional fees at DHM's direct cost or as outlined on the attached rate sheet. For the purpose of establishing a total project fee DHM is providing the following estimate of reimbursable expenses.

**Estimated Reimbursable Expenses** \_\_\_\_\_ **\$2500.00**

**Total Estimated Professional Fees and Reimbursable Expenses** \_\_\_\_\_ **\$37,500.00**





Celebrating 30 Years of  
 Designing Beautiful Places

**FEE STRUCTURE**  
**DHM Design Corporation**  
 Effective January 1, 2007

**Hourly Rates**

Principal I	\$125.00 - \$160.00
Principal II	\$90.00 - \$130.00
Associate Principal	\$90.00 - \$100.00
Senior Associate	\$85.00 - \$115.00
Associate	\$75.00 - \$95.00
Senior Landscape Architect/Planner	\$60.00 - \$90.00
Landscape Architect	\$50.00 - \$65.00
Graphic Designer	\$55.00 - \$70.00
CADD Technician	\$60.00 - \$75.00
Technical Assistant	\$45.00 - \$65.00
Clerical/Word Processing	\$40.00 - \$50.00

**Reimbursable Expenses**

Xerox Copies	\$ 0.12 per copy
Color Copies	\$ 1.50 per copy
In-House Computer Plots	
- Mylar	\$ 3.00 per square foot
- Vellum	\$ 2.00 per square foot
- Bond	\$ 0.40 per square foot
Color Computer Plots	\$ 2.50 per square foot
Large Document Xerox	\$ 0.35 per square foot
Mileage	\$ 0.485 per mile

All outside reimbursable expenses such as printing, copying, postage and deliveries are billed at our direct costs.

All sub-consultants will be billed at our direct cost plus 4% administrative charge.

Bills are rendered and due payable monthly. Terms: Due and payable within 30 days upon receipt of statements. 1-1/2% per month interest charged on all past due accounts.

Proposal price quotes shall remain in effect for a period of six months with renegotiation of hourly rates and reimbursable expenses at that time.