

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 *JH*
Kurt Kowar, CIP Design and Engineering Manager *JK*

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).

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-74
Series of 2008

Series of 2008

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND DHM DESIGN CORPORATION FOR A CORRIDOR MASTER PLAN

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

Section 1. The Agreement for professional services between the City of Northglenn and DHM Design Corporation, attached hereto, for the Corridor Master Plan 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 _____, 2008.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
Acting 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 One Hundred Seven Thousand Five Hundred dollars (\$107,500.00). 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. 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, CIP Contract Administrator
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: DHM Design Corp.
1390 Lawrence Street, Suite 100
Denver, CO 80204

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: Mike Gasper
Mike Gasper
Print Name

President 5/16/08
Title Date

ATTEST:

By: Joy Gess
Joy Gess
Print Name

Vice President 5/16/08
Title Date

City's Contract # _____
Jolliet Woodson
Name of City's Project Manager

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

EXHIBIT A & B



Celebrating 30 Years of
Designing Beautiful Places

April 25, 2008

Travis Reynolds
City of Northglenn
11701 Community Center Drive
P.O. Box 330061, Northglenn, CO 80233-8061

Re: Scope of Services - City of Northglenn Corridor Master Plan

Dear Travis:

Based on our recent meetings I have developed the following Scope of Services and related Professional Fees to develop a Corridor Master Plan for the City of Northglenn. As requested DHM has developed our Scope of Services to include only items B, C and D of Phase One as outlined in the City's RFQ and DHM's proposal response dated 2/11/08. In addition, based on our discussion, DHM has reorganized the order of the total work effort to create a more cost and time efficient method of execution while still addressing the needs of all three items. In essence what we have done is designate **Item C. Corridor Master Plan as Phase I – Overall Corridor Master Plan**. This phase is the overarching Scope of Work that encompasses the entire city and includes **Item D. Citywide Fence Guidelines/Policy**. This approach allows us to look at the corridor and fence issues in a much broader context before focusing out energies on a specific street. **Item B. Washington Street Conceptual Plans** will become **Phase II**. The Washington St. Conceptual Plans will utilize the information gathered, conclusions drawn and recommendations made in Phase I to create more detailed conceptual plans specific to Washington St. Also included in the Phase II Scope of Services is the preparation of a Traffic Study. The following outlines this revised project/work structure

City of Northglenn – Corridor Master Plan

Phase I – Overall Corridor Master Plan

- Task 1 –
- Task 2 – Investigate Opportunities and Constraints
- Task 3 – Prepare Typical Conceptual Streetscape Plans & Fence Guidelines
- Task 4 – Prepare Strategic Implementation Plan.
- Task 5 - Deliverables

Phase II – Washington Street Conceptual Plans

- Task 1 – Data Collection and Analysis
- Task 2 – Investigate Opportunities and Constraints Specific to Washington St.
- Task 3 – Prepare Conceptual Streetscape Plan.
- Task 4 – Prepare Strategic Implementation Plan.
- Task 5 - Deliverables

A more detailed outline of the Scope of Work is attached along with the related Professional Fees. Again thank you for this opportunity. We look forward to working with you on this exiting project.

Sincerely
DHM Design Corp.

A handwritten signature in blue ink, appearing to read "Mike Gasper".

Mike Gasper
President

CITY OF NORTHGLENN CORRIDOR MASTER PLAN

PROPOSED SCOPE OF SERVICES AND RELATED PROFESSIONAL FEES

Phase I – Overall Corridor Master Plan

Task 1 – Data Collection and Analysis

- Data Collection will include the compilation of existing engineering data. Specifically typical cross sections, plans ordinances and guidelines will be collected for residential, collector and arterial roadways.
- Data Collection will also include the compilation of the current City fencing requirements and guidelines.
- Meeting with City will be scheduled to review available existing data and discuss additional information which may be needed and gain their input on issues that currently arise as a result of existing conditions and/or requirements.
- On site investigation may be scheduled with the City to observe and document actual applications of the various roadway types and fence types and locations.
- Research and investigate other conventional municipal strategies and policies related to fencing guidelines and policies.
- Data Collection will include extensive on site investigations as well as the compilation of existing engineering and land use data.
- On Site Investigation will be schedule with the City to allow for participation of city staff if desired.
- Information that will be catalog and analyzed for use in developing design opportunities and constraints will include, but may not be limited to the following:
 - Traffic Circulation
 - Review & analyze existing circulation routes
 - Pedestrian Circulation
 - Review & analyze existing trail and sidewalk network
 - Streetscape/Visual Character
 - Determine, review & analyze the elements in the City that embody the City's streetscape /visual character.
 - Review the architectural styles with the City.
- Public Presentation/Workshop to present the scope of work to be undertaken and to solicit input on issues that the public feel should be addressed.

Task 2 – Investigate Opportunities and Constraints

- A comprehensive analysis of existing ordinances, plans, cross sections and guidelines will be prepared in order to identify the opportunities and constraints that will guide proposed design solutions and recommendations regarding augmenting or altering existing right of way improvement enhancements
- Analysis and identification of opportunities and constraints will be applied to residential, collector and arterial roadway designations.
- A comprehensive analysis of existing fence policies and guidelines overlaid with a land use and street plan illustrating where they are actually applied or could be applied throughout the city will help define opportunities and constraints for recommended modifications.
- Engineering drawings and land use data will be combined to create a Base Map of the study area. On site investigation data will then be layered onto this base map in the form of notes and photographic documentation. Opportunities and Constraints will then be illustrated on these plans with notes and sketches.

- Some of the Opportunities and Recommendations that will be included are:
 - Traffic Circulation
 - Provide recommendations for needed improvements.
 - Pedestrian Circulation
 - Determine optimum pedestrian routes
 - Provide recommendations for needed improvements to promote safety and encourage pedestrian traffic.
 - Provide recommendations for developing pedestrian linkages to potential public spaces.
 - Streetscape/Visual Character
 - Recommend design standards which enhance the positive aspects of the city's character &/or create a distinct character.
 - Explore opportunities to create a neighborhood gateway.
 - Explore opportunities to apply Sustainable Design principals
- Submittal and Presentation of findings and recommendations to Development Review Committee. The data collected, including public input and the opportunities and constraints identified and the recommendations proposed will be presented to the Development Review Committee.
- Public Presentation/Work Shop. During the 30 day review period required by the Development Review Committee a presentation may be schedule to inform the public of the process and progress and solicit input on proposed recommendations.

Task 3 – Prepare Typical Conceptual Streetscape Plans & Fence Guidelines

- Two standard Conceptual Streetscape Plans for each residential, collector and arterial street classifications will be prepared. The conceptual plans will include but not necessarily be limited to the following:
 - Proposed improvements to the corridor.
 - Urban design elements
 - Street dimensions
 - Planters
 - Hardscape/paving types.
 - Patterns and colors
 - Sidewalk widths.
 - Light fixtures & spacing guidelines
 - Furnishings
 - Landscape schemes
 - Sustainable Design Opportunities
 - Integrated art work
 - Guidelines for properties adjacent to city streets.
 - Conceptual Unit Cost estimate.
 - Review existing ROW enhancements and make recommendations regarding augmenting or altering these enhancements.
- Concepts will be presented with
 - Existing typical sections
 - Proposed typical sections
 - Plan view that is a minimum of one city block in length
 - Additional plan views of each intersection
 - All related graphics and presentation materials
 - Conceptual Perspective Views of Streetscape Designs.
- Prepare Conceptual Fence Guidelines for future construction and maintenance of fencing throughout the City. The document will include but not necessarily limited to the following:
 - Description of the requirements for the quality of fencing to be required by the City for application to arterials, collectors and local streets.
 - Recommendations for how the City may handle future deliberations regarding fencing on or adjacent to City property.
 - Guidelines for considering Recycle Fencing Materials to promote Sustainable Design.

- Fencing considerations as they relate to various adjacent land uses.
- Recommend strategies for the construction and/or maintenance of publicly funded fencing.
- Submittal and Presentation of Conceptual Streetscape Plans and Fence Guidelines to the Development Review Committee.
- Public Presentation/Work Shop. During the 30 day review period required by the Development Review Committee a presentation may be schedule to inform the public of the process and progress and solicit input on proposed recommendations.

Task 4 – Prepare Strategic Implementation Plan

- An implementation strategy will be developed to outline how recommendations can be implemented.
 - Establish what changes if any should be made to existing ordinances, plans and guidelines to allow recommendations to be implemented.
 - Identify what new tools or methodologies should be developed to assist in the implementation of the recommended changes.
 - A comprehensive, but flexible implementation strategy will be developed to offer specific guidance in the decision making process and direct implementation toward community priorities, project visibility, cost effectiveness and available funding.
 - Funding sources available to the City that can be tapped for planning, design and construction will be identified.
- Submittal and Presentation of the Strategic Implementation Plan to the Development Review Committee.
- Public Presentation/Work Shop. During the 30 day review period required by the Development Review Committee a presentation may be schedule to inform the public of the process and progress and solicit input on proposed recommendations.

Task 5 – Deliverables – Overall Corridor Master Plan .

Although the deliverables for each task will be produced to accommodate presentations and documentation of those individual work efforts Task 5 compiles those individual work efforts into a comprehensive Master Plan Document that not only illustrates the work completed and the results/conclusions produced but also documents the process.

Phase I – Overall Corridor Master Plan - Estimated Professional Fees	_____ \$63,500.00
Phase I – Overall Corridor Master Plan - Estimated Reimbursable Expenses	_____ \$5,000.00
TOTAL ESTIMATED COST - PHASE I - OVERALL CORRIDOR MASTER PLAN	_____ \$68,500.00

Phase II – Washington Street Conceptual Plans

Task 1 – Data Collection and Analysis

- Although much of the data collection will take place in Phase I – Overall Corridor Master Plan additional data collection and analysis will be specific to the Washington St. Corridor and surrounding influences.
- A new Traffic Study is also included within this Task and will include but not be limited to such things as; roadway capacity, existing and projected traffic volumes, development of updated traffic counts and recommended access management

Task 2 – Investigate Opportunities and Constraints Specific to Washington Street.

- A comprehensive site analysis will be developed that illustrates the opportunities and constraints that will guide design solutions. Some of the Opportunities and Recommendations that will be included will be based on the results of the Traffic Study for Washington St.
- Submittal and Presentation of findings and recommendations to Development Review Committee. The data collected, the opportunities and constraints identified and the recommendations proposed will be presented to the Development Review Committee.

Task 3 – Prepare Conceptual Streetscape Plan.

- Based on input from the Development Review Committee Conceptual Streetscape Plans will be prepared. These plans will include but not necessarily limited to the following
 - Proposed improvements to the corridor
 - Urban design elements
 - Street dimensions
 - Planters
 - Hardscape/paving types.
 - Patterns and colors
 - Sidewalk widths.
 - Light fixtures & spacing guidelines
 - Furnishings
 - Landscape schemes
 - Sustainable Design opportunities
 - Integrated art work,
 - Conceptual Unit Cost estimate.
 - Review existing ROW enhancements and make recommendations regarding augmenting or altering these enhancements.
 - Recommendation of future improvements.
- Concepts will be presented utilizing the following:
 - Existing typical sections
 - Proposed typical sections
 - Plan view of entire corridor
 - Additional plan views of each intersection
 - All related graphics and presentation materials which may include photographs/precedent images of similar applications.
 - Conceptual Perspective Views of Streetscape Designs.
- Submittal and Presentation of the Conceptual Streetscape Plans to Development Review Committee.

Task 4 – Prepare Strategic Implementation Plan.

- An implementation strategy will be developed to assist in moving projects forward and see that they become real.
 - Funding sources available to the City that can be tapped for planning, design and construction will be identified.
 - A comprehensive, but flexible implementation strategy will be developed to direct implementation toward community priorities, project visibility, cost effectiveness and available funding.
- Submittal and Presentation of the Strategic Implementation Plan to Development Review Committee.

Task 5 – Deliverables – Washington Street Conceptual Plans .

Although the deliverables for each task will be produced to accommodate presentations and documentation of those individual work efforts deliverables for Phase II will be formatted for inclusion in the Phase I – Overall Corridor Master Plan Document.

Phase II – Washington Street Conceptual Plans – Estimated Professional Fees_____ \$26,500.00

Phase II – Washington Street Conceptual Plans – Traffic Study and Report_____ \$10,000.00

Phase II – Washington Street Conceptual Plans – Estimated Reimbursable Expenses_____ \$ 2,500.00

TOTAL ESTIMATED COST – PHASEII – WASHINGTON STREET CONCEPTUAL PLANS____ \$39,000.00

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

FROM: DHM Design Corporation
(Prospective *Consultant*)

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

Project Name City of Northglenn Corridor Master Plan

Bid Number 2008 RFQ-02

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 DHM Design Corp.

By: 
Mike Gasper

Title: President

Finance Dept Use Only	
Initials	_____
Date	_____
PO #	_____

AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, Mike Gasper, am an owner/member/shareholder of DHM Design, a corporation [specify type of entity-i.e. corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, Mike Gasper, am a United States citizen or legal permanent resident.

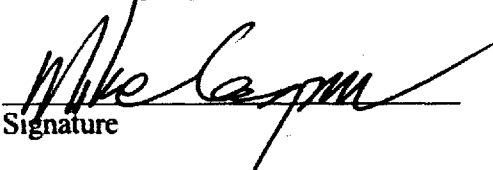
The City must verify this statement by reviewing one of the following items:

- A valid Colorado Driver's license or a Colorado identification card*
- A United States military card or a military dependent's identification card*
- A United States Coast Guard Merchant Mariner card*
- A Native American tribal document or*
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the consultant's citizenship/lawful presence and identity.*

OR

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

Consultant must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.


Signature

May 16, 2008
Date

Finance Dept Use Only	
Initials	_____
Date	_____
PO #	_____