

**PARKS, RECREATION & CULTURAL SERVICES DEPARTMENT
MEMORANDUM # 12-2016**

DATE: November 14, 2016
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: James A. Hayes, AICP, City Manager *JH*
Amanda J. Peterson, Director of Parks, Recreation and Culture *ajp*
SUBJECT: CR-126 - Northwest Open Space Design Services Contract

BACKGROUND

Four submittals were received on September 27, 2016 in response to the request for proposals issued for the design of improvements at Northwest Open Space. The proposals ranged in price from \$221,247 to \$440,481. All four proposals were reviewed by staff. One of the four proposals was within the budget allocated for this project. The two highest scoring proposals were received from DHM Design Corporation (\$221,247) and Norris Design (\$254,585). Both were invited to participate in a presentation and interview process.

DHM Design Corporation was selected based on the quality of the written proposal, the quality of the interview, strong references and their pricing proposal, which was the lowest received.

This project includes the design of significant improvements at Northwest Open Space, including the addition of a permanent restroom facility, adding a concessions and small storage area, addressing drainage issues on the field and trail, rerouting the trail to maximize field space, replacing the existing trail with a concrete surface, removing and/or modifying the berms on the west side of the park, and reviewing the parking on the site. The project does not include the addition of lights, nor the re-routing of any roadways. The design is intended to meet the needs of each of the major user groups – active recreation users, passive recreation users and adjacent residents.

DHM's scope of work includes data collection and schematic design, three public open house outreach events, a project website for the public, cost estimation, 40%, 90% and 100% construction documents, a geotechnical report, a drainage report, and construction administration services.

BUDGET/TIME IMPLICATIONS

Funds are allocated in the 2016 budget for this project, including \$120,000 from Adams County Open Space discretionary funds and \$120,000 in grant funds awarded from Adams County Open Space, for a total design budget of \$240,000.

In addition, \$1,000,000 has been allocated in the 2016 Conservation Trust Fund for the construction phase. It is anticipated that staff will seek additional matching funds from Adams County Open Space and Great Outdoors Colorado in 2017, once the design and cost estimates are complete.

RECOMMENDATION

Attached to this memorandum is CR-126, a resolution that, if approved, would:

1. Authorize the Mayor to execute a Professional Services contract between the City of Northglenn, Colorado and DHM Design Corporation, for **Northwest Open Space Design Services** with a contract amount of **\$221,247**.

Staff recommends approval of the proposed Resolution as presented.

STAFF REFERENCE

Amanda Peterson, Director of Parks, Recreation & Cultural Services
Dana Kester, Parks Project Coordinator

apeterson@northglenn.org
dkester@northglenn.org

ATTACHMENTS

ATTACHMENT 1 CR-114
ATTACHMENT 2 Agreement for Professional Services

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-126
Series of 2016

Series of 2016

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND DHM DESIGN CORPORATION FOR DESIGN SERVICES FOR THE NORTHWEST OPEN SPACE IMPROVEMENTS PROJECT

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

Section 1. The Professional Services Agreement between the City of Northglenn and DHM Design Corporation, attached hereto, in an amount not to exceed \$221,247.00 for design services for the Northwest Open Space Improvements Project 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 _____, 2016.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, 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 _____, 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and DHM Design Corporation (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 two hundred twenty one thousand two hundred forty seven dollars and no/100(\$221,247.00). 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 meruit 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 who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

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 the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Consultant shall not use the E-Verify Program or the Department 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 who is performing work under the Agreement, 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 who is performing work under the Agreement; 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 who is performing work under the Agreement; 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 who is performing work under the Agreement.

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 NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and 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 shall, to the fullest extent permitted by law, defend and 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 Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication,

alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

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. Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) 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: Terrie Pineda

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 three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat., §§ 24-10-101, et seq., 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 of 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.

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 Corporation
900 South Broadway Suite 300
Denver, CO 80209

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

CITY OF NORTHGLENN, COLORADO

By: _____

Joyce Downing
Print Name

Mayor
Title Date

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney


CONSULTANT:

By:  _____

William Neumann
Print Name

Vice President 10/26/16
Title Date

ATTEST:

By:  _____
Joy Gess
Print Name

Vice President 10/26/16
Title Date

City's Project Manager

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 Northglenn Northwest Open Space Improvement

Bid Number _____

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 who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 26th day of October, 2016.

Prospective Consultant DHM Design Corporation

By:  _____

Title: Vice President

D. Fee Proposal Schedule

Northglenn Northwest Open Space Improvement

Northglenn, Colorado
Work Plan and Professional Fees

Prepared By: DHM Design
September 25, 2016

Landscape Architectural Services

Tasks: **Consultant:**

- Task 1: Data Collection and Schematic Design Phase
- Task 2: Design Development Phase
- Task 3: Construction Documents
- Task 4: Bidding Documents & Assistance
- Task 5: Construction Administration

- Landscape Architect: DHM Design
- Civil & Structural Engineer: JR Engineering
- Irrigation Consultant: Hydrosystems-KDI, Inc.
- Surveyor: American West Land Surveying
- Geotechnical Services: Ground Engineering
- Electrical Engineer: JCN
- Structural Engineer: RWC

Task 1: Data Collection and Schematic Design Phase

Scope:

1. DHM shall have a survey prepared showing both topography and existing utilities. The site survey shall be a photogrammetry survey with supplemented utility locates and infill elevations as needed. Control monuments will be set and the overall site boundary will be verified and surveyed. A CAD file on City of Northglenn datum with high resolution black and white photos will be provided upon completion.
2. **Staff Meeting #1:** DHM would attend a coordination meeting with City staff to discuss project programming, maintenance requests and requirements and outline the public open house process. DHM would also like to take time to meet with City staff on-site to review any items that may not be apparent from the provided limited survey information.
3. DHM will develop, refine and reconcile the approved study plan into (3) initial concept plans for review by the project stakeholders, based upon input gathered from City staff at our initial kick-off/ coordination meeting.
4. DHM shall coordinate with City staff to review concepts prior to public open house meeting #1.
5. **Open House #1:** DHM shall host public open house meeting #1 as discussed at our initial kick-off/ coordination meeting, to gain an understanding of the community's request and desires for the site. DHM will provide (3) three initial concept plans to be displayed for public viewing. DHM staff will take notes during the meeting to record all public input. DHM will also provide paper cards and a drop-box to allow attendees the opportunity to leave written response.
6. As a value added service to the project, DHM shall create a project specific website to allow an added means of public input on the project.
7. **Staff Meeting #2:** DHM would attend a coordination meeting with City staff to review public comments received from Open House #1.
8. DHM will develop, refine and reconcile the input from both City staff and the public into (1) one final schematic design for review by the project stakeholders.
9. **Open House #2:** DHM shall host public open house meeting #2 as discussed at our initial kick-off/ coordination meeting, to gather public input on the final schematic design. DHM will provide (1) one final schematic design to be displayed for public viewing. DHM staff will take notes during the meeting to record all public input. DHM will also provide paper cards and a drop-box to allow attendees the opportunity to leave written responses.
10. **Staff Meeting #3:** DHM would attend a coordination meeting with City staff to review public comments received from Open House #2.

DHM Design - LA	Rate	Hours	Total
Associate Principal	\$115	16	\$1,840
Senior Associate / PM	\$95	72	\$6,840
Landscape Architect	\$85	43	\$3,655
Administrative	\$60	4	\$240
Expenses			\$400
			\$12,975

JR - Civil	Rate	Hours	Total
Principal/ PM	\$155	13	\$2,015
Project Lead	\$125	63	\$7,875
Project Engineer	\$113	107	\$12,091
Administrative	\$60	0	\$0
Expenses (traffic counts)			\$1,500
			\$23,481

Hydrosystems - Irrigation	Rate	Hours	Total
Principal	\$95	0	\$0
Project Manager	\$80	15.6	\$1,248
Expenses			\$0
			\$1,248

American West - Survey			Total
Survey	1	LS	\$10,200
			\$10,200

Subtotal: \$47,904

EXHIBIT A & B

11. DHM will develop, refine and reconcile the input from both City staff and the public into (1) Master Plan design for review by the project stakeholders.
12. **Open House #3:** DHM shall host public open house meeting #3 as discussed at our initial kick-off/ coordination meeting, to present the Master Plan design. DHM will provide (1) one Master Plan to be displayed for public viewing. DHM staff will take notes during the meeting to record all public input. DHM will also provide paper cards and a drop-box to allow attendees the opportunity to leave written responses.
13. **Staff Meeting #4:** DHM would attend a coordination meeting with City staff to review public comments received from Open House #3.
14. Based upon our Master Plan, DHM shall prepare an Opinion of Estimated Costs.

Note: All schematic plans shall be conveyed in the form of hand drawn illustrative illustrative plans, views and elevations as necessary to convey the character and layout of all components.

Note: DHM will assist with City staff in creating public open house flyers to be distributed to the surrounding neighborhood.

Deliverables: Hardcopy

- (1) Set: Illustrative drawings for Open House Meetings
- (1) Master plan
- (1) Survey

Deliverables: PDF Format

- Meeting notes from all Staff Meetings
- Illustrative Image Boards for all Open House Meetings
- Opinion of Estimated Costs based upon the Master Plan

Meetings:

- (4) Staff Meetings
- (3) Public Open House Meetings

Task 2: Design Development Phase

Scope:

1. Based upon the final approved Master Plan, our team would begin preparation of a 40% completion level construction document package. This package would consist of the following sheets:
 - Cover Sheet
 - General Notes
 - Survey Sheet
 - Demolition Sheets
 - Layout and Materials Sheets
 - Grading Sheets
 - Enlargement Sheets
 - Landscape Plan and Detail Sheets
 - Site Details Sheets
 - Irrigation Plan and Detail Sheets
 - Civil Notes, Plans and Details Sheets
 - Structural Notes, Plans and Details Sheets
2. Based up our 40% completion level construction documents, DHM shall prepare an Opinion of Estimated Costs.
3. **Staff Meeting #5:** DHM shall submit our 40% completion level construction documents and cost estimate for City staff review. Following a two week City review process, DHM would request a meeting with City staff to review the comments regarding the submitted package.

DHM Design - LA	Rate	Hours	Total
Associate Principal	\$115	11	\$1,265
Senior Associate / PM	\$95	93	\$8,835
Landscape Architect	\$85	148	\$12,580
Administrative	\$60	1	\$60
Expenses			\$200
			\$22,940

JR - Civil	Rate	Hours	Total
Principal/ PM	\$155	3	\$465
Project Lead	\$125	48	\$6,000
Project Engineer	\$113	180	\$20,340
Administrative	\$60	0	\$0
Expenses			\$1,500
			\$28,305

Hydrosystems - Irrigation	Rate	Hours	Total
Principal	\$95	4	\$380
Project Manager	\$80	37.5	\$3,000
Expenses			\$0
			\$3,380

Ground - Geotechnical	Rate	Hours	Total
Geotech. Report (7 borings)	LS	1	\$6,000
			\$6,000

EXHIBIT A & B

4. Upon receiving approval of our 40% completion level construction document package, DHM would coordinate up to (7) seven borings with our project geotechnical engineer in key locations. Additional borings would be available on a per boring fee. DHM would also have a geotechnical report prepared for the site based upon the borings and findings.
5. As part of the Design Development process, DHM would provide an Electrical Engineer to assist with the design of any lighting located on site.
6. DHM shall work in conjunction with the Civil Engineer to review and provide a preliminary drainage report and design of the site drainage.
7. DHM shall work in conjunction with the Civil Engineer to review and prepare a traffic study including traffic counts.
8. DHM shall work in conjunction with the Civil Engineer to review and prepare a preliminary GESC report and plans.
9. DHM shall work in conjunction with the Structural Engineer to review and prepare preliminary structural plans and details.

Additional plan sets for the submittal are available and would be billed at direct DHM costs.

Deliverables: Hardcopy

- (2) Sets: 40% completion level construction document package
- (2) Sets: Drainage report

Deliverables: PDF Format

- 40% completion level document package
- 40% completion level Opinion of Costs
- Meeting notes from 40% plan review meeting
- Geotechnical report of site based on (7) borings
- Preliminary Drainage Report

Meetings:

- Staff Meeting #5

JCN - Electrical	Rate	Hours	Total
Principal/ PM	\$125	10	\$1,250
Project Engineer	\$65	16	\$1,040
Expenses			\$10
			\$2,300

RWC - Structural	Rate	Hours	Total
Principal/ PM	\$120	9	\$1,080
Project Engineer	\$90	32	\$2,880
Expenses			\$200
			\$4,160

Subtotal: \$67,085

Task 3: Construction Documents

Scope:

1. Based upon the approved 40% completion level construction document package, our team would begin preparation of a 90% completion level construction document package. This package would consist of the following sheets:
 - Cover Sheet
 - General Notes
 - Survey Sheet
 - Demolition Sheets
 - Layout and Materials Sheets
 - Grading Sheets
 - Enlargement Sheets
 - Landscape Plan and Detail Sheets
 - Site Details Sheets
 - Irrigation Plan and Detail Sheets
 - Civil Notes, Plans and Details Sheets
 - Structural Notes, Plans and Details Sheets
2. Based up our 90% completion level construction documents, DHM shall prepare an Opinion of Estimated Costs.

DHM Design - LA	Rate	Hours	Total
Associate Principal	\$115	15	\$1,725
Senior Associate / PM	\$95	106	\$10,070
Landscape Architect	\$85	128	\$10,880
Administrative	\$60	1	\$60
Expenses			\$200
			\$22,935

JR - Civil	Rate	Hours	Total
Principal/ PM	\$155	2	\$310
Project Lead	\$125	32	\$4,000
Project Engineer	\$113	120	\$13,560
Administrative	\$60	0	\$0
Expenses (potholing)			\$2,000
			\$19,870

Hydrosystems - Irrigation	Rate	Hours	Total
Principal	\$95	8	\$760
Project Manager	\$80	230.1	\$18,408
Expenses			\$0
			\$19,168

EXHIBIT A & B

3. **Staff Meeting #6:** DHM shall submit our 90% completion level construction documents and cost estimate for City staff review. Following a two week City review process, DHM would request a meeting with City staff to review the comments regarding the submitted package.
4. DHM shall make any required modifications as necessary to the 90% level Construction Documents prior to the final submittal of the 100% level of completion plans and specifications.
5. Based up our 100% completion level construction documents, DHM shall prepare an Opinion of Estimated Costs.
6. **Staff Meeting #7:** DHM shall submit our 100% completion level construction documents and cost estimate for City staff review. Following a two week City review process, DHM would request a meeting with City staff to review the comments regarding the submitted package.
7. DHM shall work in conjunction with the Electrical Engineer to assist with the design of any lighting located on-site.
8. DHM shall work in conjunction with the Civil Engineer to review and provide a final drainage report and design of the site drainage.
9. DHM shall work in conjunction with the Civil Engineer to review and prepare a final GESC report and plans.
10. DHM shall work in conjunction with the Structural Engineer to review and prepare final structural plans and details.
11. DHM shall prepare project specifications for review at both the 90% level of completion and final specifications with the submittal of our 100% completion level packages.

Additional plan sets for the submittal are available and would be billed at direct DHM costs.

Deliverables: Hardcopy

- (2) Sets: 90% and 100% completion level construction document package
- (2) Sets: 90% and 100% completion level specifications
- (2) Sets: 100% Level drainage report
- (2) Sets: 100% Level GESC report and plans

Deliverables: PDF Format

- 90% and 100% completion level construction document package
- 90% and 100% completion level specifications
- 100% Level drainage report
- 100% Level GESC report and plans
- Meeting notes from Staff Meetings

Meetings:

- Staff Meeting #6
- Staff Meeting #7

JCN - Electrical	Rate	Hours	Total
Principal/ PM	\$125	15	\$1,875
Project Engineer	\$65	27	\$1,755
Expenses			<u>\$3,630</u>

RWC - Structural	Rate	Hours	Total
Principal/ PM	\$120	6	\$720
Project Engineer	\$90	24	\$2,160
Expenses			<u>\$100</u>
			<u>\$2,980</u>

Subtotal:	\$68,583
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EXHIBIT A & B

Task 4: Bidding Documents & Assistance

- Scope:**
- DHM shall be available to assist the City with advertising
 - During the bidding process, DHM shall be available for the following:
 - Attending the pre-bid meeting
 - Provide a site walk-thru before or after the pre-bid meeting
 - Provide written responses to questions and clarifications during the bidding process
 - Preparation of addenda
 - Review of contractor qualifications

- Civil Engineer Scope:**
- Pre-Bid meeting w/ site visit
 - Cost opinion support & coordination

- Structural Engineer Scope:**
- Support & coordination

- Meetings:**
- Pre-bid meeting & Site Walk

DHM Design - LA	Rate	Hours	Total
Associate Principal	\$115	8	\$920
Senior Associate / PM	\$95	18	\$1,710
Landscape Architect	\$85	28	\$2,380
Administrative	\$60	1	\$60
Expenses			\$100
			\$5,170

JR - Civil	Rate	Hours	Total
Principal/ PM	\$155	1	\$155
Project Lead	\$125	6	\$750
Project Engineer	\$113	0	\$0
Administrative	\$60	0	\$0
Expenses			
			\$905

RWC - Structural	Rate	Hours	Total
Principal/ PM	\$120	1	\$120
Project Engineer	\$90	7.5	\$675
Expenses			
			\$795

Subtotal: \$6,870

Task 5: Construction Administration

- Scope:**
- DHM shall be able to attend (36) forty-five weekly OAC meetings located at the construction site.
 - DHM shall be able to attend (10) fifteen site observations located at the construction site.
 - DHM shall be able to attend (3) punch-list site inspections located at the construction site.
 - DHM shall assist in reviewing contractor submittals, shop drawings RFI and ASI.
 - DHM shall review weekly meeting notes provided by the contractor.

- Civil Engineer Scope:**
- Review shop drawings provided from contractor
 - Respond to contractor RFI
 - Attend field observations

- Irrigation Designer Scope:**
- Review shop drawings provided from contractor
 - Respond to contractor RFI
 - Attend field observations

- Electrical Engineer Scope:**
- Review shop drawings provided from contractor
 - Respond to contractor RFI
 - Attend field observations

- Structural Engineer Scope:**
- Review shop drawings provided from contractor
 - Respond to contractor RFI
 - Attend field observations

- Meetings:**
- (36) weekly OAC meetings
 - (10) site observations
 - (3) punch-list site inspections

DHM Design - LA	Rate	Hours	Total
Associate Principal	\$115	10	\$1,150
Senior Associate / PM	\$95	168	\$15,960
Landscape Architect	\$85	8	\$680
Administrative	\$60	1	\$60
Expenses			\$100
			\$17,950

JR - Civil	Rate	Hours	Total
Principal/ PM	\$155	10	\$1,550
Project Lead	\$125	46	\$5,750
Project Engineer	\$113	0	\$0
Administrative	\$60	0	\$0
Expenses			
			\$7,300

Hydrosystems - Irrigation	Rate	Hours	Total
Principal	\$95	0	\$0
Project Manager	\$80	36.88	\$2,950
Expenses			\$0
			\$2,950

JCN - Electrical	Rate	Hours	Total
Principal/ PM	\$125	8	\$1,000
Project Engineer	\$65	0	\$0
Expenses			
			\$1,000

RWC - Structural	Rate	Hours	Total
Principal/ PM	\$120	4	\$480
Project Engineer	\$90	12.5	\$1,125
Expenses			
			\$1,605

Subtotal: \$30,805

Total Design Fee: \$221,247

EXHIBIT A & B

Notes:

1. All fee's listed above will be billed hourly with a top-set rate.
2. DHM shall be available for additional meetings beyond the outlined scope billed on a time and expense basis, as needed.
3. DHM will require the City to provide existing utility drawings in CAD format
4. DHM can provide language translation services for the public open houses and project website as an additional service to be billed at DHM's hourly rate.
5. DHM understands that the City is looking to secure additional funding to match the \$1,000,000 budget currently secured. If available funding becomes available and the City wishes to expand the scope of work, DHM is available to discuss contract modifications to account for the additional scope of work.

EXHIBIT A & B

BID SUMMARY

DHM Design Corporation

(Vendor Name)

Hereby submits to the City of Northglenn, Colorado the following bid items complete and in place as specified for the:

Northwest Open Space Improvement Project - RFP 2016-126

BASE BID		
Item	Description	Total Cost
1	Project Initiation	9,581
2	Project Status Meetings	9,581
3	Site Analysis & Planning	28,742
4	Final Concept Design Plan	67,085
5	Construction Bid Documents	75,453
6	Construction Administration Services	30,805
TOTAL		\$221,247

Total for Base Bid \$ 221,247

Total in words Two hundred twenty one thousand, two hundred forty seven dollars