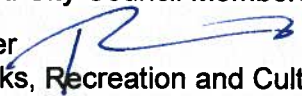



**PARKS, RECREATION & CULTURAL SERVICES DEPARTMENT
MEMORANDUM #16-2017**

DATE: August 28, 2017
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: James A. Hayes, AICP, City Manager 
Amanda J. Peterson, Director of Parks, Recreation and Culture 
SUBJECT: Kiwanis Bath House and Splash Pad Design - CR-87

PURPOSE

Staff is seeking approval of a contract with DHM Design Corporation for the design of proposed improvements at Kiwanis outdoor pool.

BACKGROUND

Three submittals were received on July 25, 2017 in response to the request for proposals issued for the design of improvements at Kiwanis Park. The proposals ranged in price from \$124,884 to \$216,510. All three proposals were reviewed by staff. Two of the three proposals were within the anticipated budget for this project. The highest scoring proposal was received from DHM Design Corporation (\$124,884), who was 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 and coordination of a pre-fabricated bath house building to replace the existing bath house, and the design of a new splash pad. The existing bath house has been in operation for over 60 years. Although the building has been maintained, it is in poor condition and does not meet current Americans with Disabilities Act (ADA) standards. The new bath house will include men's, women's and family locker rooms, concession, office and storage space, and will be fully ADA compliant. The existing mechanical room and pump house will be minimally disturbed in this project, with only the exterior of the building receiving a new exterior facing to match the new bath house building. The splash pad will be on a new recirculated pump system. The splash pad will include a themed water-play area with above ground water features, creating an attractive new amenity for families at the Kiwanis pool.

DHM's scope of work includes data collection and schematic design, 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 2017 budget for this project, including \$500,000 from Adams County Open Space discretionary funds, \$300,000 from the Conservation Trust Fund and \$800,000 in grant funds awarded from Adams County Open Space, for a total project budget of \$1,600,000.

The design portion of the project was expected to be approximately 10% of the project cost, or \$160,000. The cost proposal submitted by DHM is under budget, at \$124,884. The design phase of this project is anticipated to be complete by late spring 2018.

NEXT STEPS

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

1. Authorize the Mayor to execute a Professional Services Agreement between the City of Northglenn, Colorado and DHM Design Corporation, for **Kiwanis Bath House Replacement & Splash Pad Addition Design Services** with a contract amount of **\$124,884**.
2. Authorize a contingency of 10%, up to **\$12,488**.
3. Authorize the City Manager, on behalf of the City, to execute relevant change orders up to the approved expenditure limit of **\$137,372**.

Staff recommends approval of the proposed Resolution as presented.

STAFF REFERENCE

For additional information, please contact Amanda Peterson, Director of Parks, Recreation & Culture at apeterson@northglenn.org or 303.450.8950.

ATTACHMENTS

Attachment A	Bid Tab
Attachment B	Written Proposal Score Sheet
Attachment C	Presentation Score Sheet

STAFF REFERENCE

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

apeterson@northglenn.org
dkester@northglenn.org



CITY OF NORTHGLENN
FORMAL BID SUMMARY

BID NUMBER: RFP 2017-025
 BID NAME: Kiwanis Outdoor Pool Bath House Replacement and
 Splash Pad Addition
 DEPARTMENT: Parks

	DHM Design	DWison Lavoie Collaborative (OLC)	Esenza Architecture		
	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
DATE DUE: 7/25/2017	DATE: 7/25/17	DATE: 7/25/17	DATE: 7/25/17	DATE:	DATE:
TIME: 2:00 p.m. MST	TIME: 12:02 pm	TIME: 12:40 pm	TIME: 1:22 pm	TIME:	TIME:
Addendum 1	yes	yes	yes		

Betty Tohr
Finance Department

Quia Andrews
City's Clerk's Office

7/25/17
Date

ATTACHMENT B
Proposal Scoresheet

Summary	Evaluator			
		<i>DHM Design</i>	<i>Essenza Architecture</i>	<i>Ohlson Lavoie Collab</i>
Introduction/ Executive Summary (15 points) – Introduce your firm/team and the project team, including sub-consultants/contractors. Provide a brief overview of your firm’s ability to provide the services outlined in the Scope of Services.	DK	14	10	10
	DL	15	10	9
	SH	15	15	15
	DP	15	15	15
Proposal and Project Management (25 points) – Identify the intent of your firm/team to provide the services outlined in the Scope of Services. Provide a narrative that details the approach your firm will employ to accomplish the scope of work requested. Provide a brief explanation of your firm’s management philosophy and general project administration.	DK	25	23	20
	DL	25	20	19
	SH	25	23	20
	DP	25	25	20
Project Experience (20 points) – Provide a narrative that outlines the experience your firm brings to the City. Provide reference projects that are similar to the scope of work sought by this solicitation. Identify references that can be contacted relative to the projects listed.	DK	18	10	16
	DL	20	19	20
	SH	20	20	19
	DP	20	20	20
Specialized Services (15 points) – Describe any specialized or value added services that your firm can provide relative to the scope of work sought by this solicitation. Provide a narrative to identify a project where these services were utilized and successfully implemented.	DK	14	10	13
	DL	15	15	12
	SH	13	15	15
	DP	15	15	15
Cost of Services (25 points) – Provide a fee schedule for the Base Bid using the Bid Summary sheets. The bid shall be considered as mutually exclusive.	DK	25	15	20
	DL	25	15	18
	SH	25	20	23
	DP	25	18	22
Total Average Score		99	83	85
Rank		1	3	2

ATTACHMENT C
Presentation Scoresheet

		Evaluator	
			DHM Design
Introduction/Executive Summary (5 points)		AP	5
		DK	5
		DL	5
		SH	5
		DP	5
Proposal and Project Management (20 points)		AP	18
		DK	19
		DL	17
		SH	18
		DP	20
Project Experience (20 points)		AP	18
		DK	18
		DL	20
		SH	20
		DP	20
Specialized Services (15 points)		AP	15
		DK	14
		DL	12
		SH	15
		DP	15
Cost of Services (20 points)		AP	20
		DK	18
		DL	20
		SH	20
		DP	20
Project Team Fit (10 points)		AP	8
		DK	9
		DL	10
		SH	10
		DP	10
Total Average Score			85

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-87
Series of 2017

Series of 2017

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND DHM DESIGN CORPORATION FOR THE KIWANIS BATH HOUSE REPLACEMENT AND SPLASH PAD 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 of \$124,884.00 with a ten-percent (10%) contingency of \$12,488.00 for a total amount not to exceed \$137,372.00 for the Kiwanis Bath House Replacement and Splash Pad 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 _____, 2017.

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 one hundred twenty four thousand eight hundred eighty four dollars and no/cents(\$124,884.00). 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 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

Revised 10/01/15

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: Kathy Kvasnicka
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:

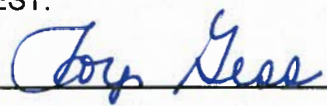
Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:
By:  _____

ATTEST:

By:  _____
Joy Gess
Print Name

Matthew Whipple
Print Name

Associate Principal 8/8/17
Title Date

Vice President 8/8/17
Title Date

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 Kiwanis Outdoor Pool Bath House Replacement
and Splash Pad Addition

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 8th day of August, 2018.

Prospective Consultant DHM Design Corporation

By: 

Title: Associate Principal

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Consultant participates in the Department of Labor Lawful Presence Verification Program)

I, Josephine Weiss, as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Josephine Weiss
Consultant Signature

8-8-2017
Date

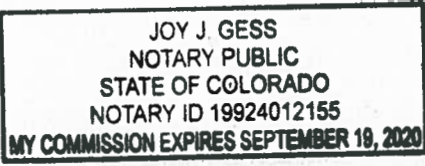
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 8th
August 2017, by Josephine Weiss as Office Administrator
day of DHM Design Corporation, by _____ as _____ of _____

My commission expires: 9/19/2020

(S E A L)

Joy J. Gess
Notary Public



KIWANIS OUTDOOR POOL BATH HOUSE REPLACEMENT AND SPLASH PAD ADDITION

Northglenn, Colorado
 Work Plan and Professional Fees

July 25, 2017

Landscape Architect			Civil Engineer		Electrical Engineer		Irrigation Designer		Structural Engineer		Surveyor		Geotechnical Engineer	
DHM Design			JR Engineering		JCAA Consulting Eng.		HydroSystems		San Engineering		American West		Ground Engineering	
Principal-in-charge / Project Manager Matthew Whipple	Senior Associate Kyle Davis	Designer Shaena Kerstiens	Lead Engineer		Lead Engineer		Lead Designer		Lead Engineer		Lead Surveyor		Lead Engineer	
\$ 115	\$ 95	\$ 80	Lump Sum		Lump Sum		Lump Sum		Lump Sum		Lump Sum		Lump Sum	

DESCRIPTION OF SERVICES

Task 1: Project Startup & Data Gathering

Project Kickoff Meeting - Design Team and City Staff

- Site Visit with Design Team (City Staff and Consultants)
- Identify and evaluate alternatives, determine programming
- Determine corridor programming
- Discuss maintenance concerns with City Staff

Project Survey

- Provide survey of the site including, but not limited to: Topographical features horizontal and vertical layout of existing elements, utility information and locations, bearings and distances, general site conditions, floodplain location

Base Map Assembly

- Create a base map file that will serve as the basis for further design of the site

Data Gathering and Preliminary Analysis

- Review existing structures for element inventory to ensure the new bath house and concessions structure meets the same criteria, at a minimum
- Review existing drainage run-off to prepare a preliminary report with drainage recommendations for drainage improvements due to the increase of impermeable surfaces and the proximity of the adjacent wetland area at Grant Park.

Project Management - Billing, Review, Admin and Coordination

Meetings:

- Project Kickoff Meeting
- Existing Structure Review

Deliverables:

- Project kickoff meeting notes - PDF
- Existing structure review findings and meeting notes - PDF
- Site survey for City records - PDF & CAD
- Preliminary drainage report - PDF & (1) Hardcopy

	2.00	2.00						\$ 550.00							
			3.00								\$ 6,000.00				
				1.00	5.00										
	4.00	2.00													
											\$ 1,900.00				
	1.00	6.00													
Sub-Totals:	\$ 805.00	\$ 1,520.00	\$ 400.00	\$ 1,900.00		\$ -		\$ 550.00		\$ -	\$ 6,000.00		\$ -		

EXHIBIT A
Scope of Services
Page 2 of 4

Task 2: Public Outreach, Conceptual Design and Master Planning

- Preparation for Public Outreach - Meeting #1**
- Site Analysis of existing conditions
 - Work with City Staff to develop a project vision, initial list of goals and initial list of project objectives - Will need to be vetted with public at first public outreach meeting
 - Preparation of image boards or PowerPoint Presentation to begin conversations regarding aesthetics, function, access, bath house element and fixture requests, theming and usage
 - Preparation of project website to keep the public updated on progress of project
- Public Outreach - Meeting #1**
- Meet with Public to discuss an initial project vision as outlined with City Staff, discuss an initial list of goals and objectives, review image boards to start conversations on the direction of the project
 - Meeting could take place as a standard open house event at the pool or potentially setup a location on site for a few hours during business hours to allow for wide range of users review image boards, talk with DHM staff one-on-one and provide feedback
- Preparation of (3) Conceptual Designs**
- (3) conceptual designs to be based upon feedback received at the Public and City Staff
 - Prepare concept level cost estimates to gain a magnitude of scale for the project
- Preparation for Public Outreach - Meeting #2**
- Meet with City Staff to review results of the previous Public Outreach meeting to ensure design team staff prepares conceptual designs that fall within acceptable criteria for theming, size, location, programming and maintenance needs
 - Prepare image boards or PowerPoint presentation for Public Outreach Meeting #2
- Public Outreach - Meeting #2**
- Review feedback received at previous public meeting
 - Review project vision, project goals and objectives
 - Present (3) conceptual designs for public feedback
 - Meeting could take place as a standard open house event at the pool or potentially setup a location on site for a few hours during business hours to allow for wide range of users review image boards, talk with DHM staff one-on-one and provide feedback
- Preparation for Public Outreach - Meeting #3**
- Meet with City Staff to review results of the previous Public Outreach meeting to ensure design team staff begins design of the final master plan in accordance with City criteria
 - Begin preparation of Final Master Plan based upon feedback received at the previous Public Outreach Meeting, for review with City Staff and the Public at the final Public Outreach Meeting
 - Prepare master plan level cost estimate to gain a magnitude of scale for the project
 - Prepare image boards or PowerPoint presentation for Public Outreach Meeting #3
- Public Outreach - Meeting #3**
- Review feedback received at both previous public meetings
 - Review project vision, project goals and objectives
 - Present Final Master Plan for public review
 - Meeting could take place as a standard open house event at the pool or potentially setup a location on site for a few hours during business hours to allow for wide range of users review image boards, talk with DHM staff one-on-one and provide feedback
- Preparation of Final Master Plan**
- Meet with City Staff to review results of the final Public Outreach Meeting to discuss any final edits to the Master Plan for adoption by City Staff and Council
 - Make recommendations for phasing of Final Master Plan for project site
 - Prepare a water & sewer demand analysis
 - Master Plan level site grading analysis
 - Conceptual Area Drain plans
 - Electrical needs assessment of site
 - Geotechnical Borings on site based upon final positions of features and structure
- Project Management - Billing, Review, Admin and Coordination**

Meetings:

- Public Outreach Meeting #1
- Review results of Public Outreach Meeting #1 with City Staff, for Public Outreach Meeting #2
- Public Outreach Meeting #2
- Review results of Public Outreach Meeting #2 with City Staff, for Public Outreach Meeting #3
- Public Outreach Meeting #3

4.00	8.00	10.00																	
4.00	4.00	4.00																	
24.00	4.00	12.00																	
4.00	8.00	8.00																	
4.00	4.00	4.00																	
4.00	8.00	10.00																	
4.00	4.00	4.00																	
2.00	4.00	8.00	\$10,777.00					\$ 2,800.00											\$ 4,000.00
24.00	16.00																		

Cost of Services



City of Northglenn
 11701 Community Center Drive
 Northglenn, CO 80233
 RFP 2017-018

BID SUMMARY		
INSERT DATE		
July 25, 2017		
DHM Design		
(Vendor Name)		
Hereby submits to the City of Northglenn, Colorado the following bid items complete and in place as specified for the:		
Kiwanis Outdoor Pool Bath House Replacement and Splash Pad Addition - RFP 2017-025		
BASE BID		
Item	Description	Total Cost
1	Project Initiation	10,335.00 \$
2	Project Status Meetings	5,040.00 \$
3	Site Analysis & Planning (Public Process & Conceptual Design)	29,807.00 \$
4	Final Concept Design Plan (Master Plan)	4,060.00 \$
5	Construction Bid Documents	54,558.00 \$
6	Expenses	3,075.00 \$
	TOTAL	106,875.00 \$
	Add/Alt Services	
1	Construction Administration Services	18,009.00 \$
	TOTAL	124,884.00 \$
Total for Base Bid \$ 106,875.00		
Total in words One hundred six thousand eight hundred seventy five dollars		

DHM DESIGN

LANDSCAPE ARCHITECTURE | LAND PLANNING | ECOLOGICAL PLANNING | URBAN DESIGN

FEE STRUCTURE
DHM Design Corporation
Effective January 1, 2017

Hourly Rates

Principal Landscape Architect/Planner	\$140.00 - \$160.00
Principal Ecologist	\$140.00 - \$160.00
Associate Principal	\$115.00 - \$130.00
Senior Associate	\$105.00 - \$115.00
Associate	\$95.00 - \$105.00
Senior Designer/Planner	\$85.00 - \$95.00
Designer	\$70.00 - \$80.00
Natural Resources/GPS Technician	\$80.00 - \$95.00
Graphic Designer	\$80.00 - \$95.00
Clerical/Word Processing	\$60.00 - \$65.00

Reimbursable Expenses

Xerox Copies	\$ 0.12 per copy
Color Copies	\$ 1.50 per copy
In-House Computer Plots	
- Mylar	\$ 3.50 per square foot
- Vellum	\$ 2.30 per square foot
- Bond	\$ 0.45 per square foot
Color Computer Plots	\$ 2.80 per square foot
Mileage	\$0.535 per mile

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

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

Bills are rendered and due payable monthly. Terms: Due and payable within 45 days upon receipt of statements. 1.5% per month interest charged on all past due accounts.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Buckner Company of Colorado 1777 S Harrison St #700 Denver CO 80210	CONTACT NAME: Teresa Heupel PHONE (A/C, No, Ext): 303-756-9909 E-MAIL ADDRESS: icanhelp@buckner.com	FAX (A/C, No): 303-756-8818
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Insurance Company of the Midwest	NAIC # 37478
	INSURER B : Hartford Casualty Insurance Company	NAIC # 29424
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED 2543 DHM Design Corporation 900 S. Broadway Ste. 300 Denver CO 80209
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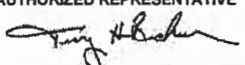
COVERAGES **CERTIFICATE NUMBER:** 1122750079 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	34SBAKO6944	8/1/2017	8/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>	Y Y	34SBAKO6944	8/1/2017	8/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y Y	34SBAKO6944	8/1/2017	8/1/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	34WECZF7100	8/1/2017	8/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is Additional Insured, with Waiver of Subrogation, for General Liability as required by written contract with Insured subject to the terms and conditions of the policy contract. Additional Insured, Waiver of Subrogation and Primary Non-Contributory coverage forms are attached per policy. Waiver of Subrogation applies to Workers Compensation. Umbrella follows form and extends over General Liability, Auto Liability & Employers Liability.
 Re: All operations of the Named Insured. City of Northglenn and the City of Northglenn's Officers, volunteers and employees as additional insured.

CERTIFICATE HOLDER **CANCELLATION**

City of Northglenn 11701 Community Center Drive Northglenn CO 80233	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Client#: 1088874

DHMDSE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Colorado, LLC Prof Liab, P.O. Box 7050, Englewood, CO 80155, 800 873-8500. CONTACT NAME, PHONE (A/C, No, Ext): 800 873-8500, FAX (A/C, No):, E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: INSURER A: XL Specialty Insurance Company, NAIC #: 37885. INSURED: DHM Design Corporation, 900 South Broadway, Suite 300, Denver, CO 80209. INSURER B, C, D, E, F.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Professional Liability Claims Made.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Professional Services.

CERTIFICATE HOLDER: City of Northglenn, PO Box 330061, Denver, CO 80233. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Valeria Howard

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