

RESOLUTION NO. 2025

**A RESOLUTION OF THE CITY COUNCIL OF GOLDEN
APPROVING AN AGREEMENT FOR CONSULTING SERVICES IN
CONNECTION WITH THE CLEAR CREEK CORRIDOR MASTER
PLAN**

WHEREAS, the Golden Parks and Recreation Department Master Plan, adopted in 2008, identified and recommended a master plan process for the Clear Creek Corridor; and

WHEREAS, City Council, in its 2010 Budget appropriated funds for a consultant to assist the City in the preparation of the Clear Creek Corridor Master Plan; and

WHEREAS, following a request for proposal process, the Parks Board is recommending that Wenk Associates, Inc., of Denver, Colorado be retained to provide consulting services in connection with the preparation of the Clear Creek Corridor Master Plan; and

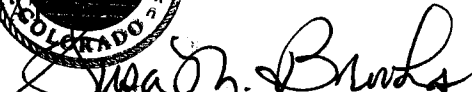
WHEREAS, Staff has negotiated an agreement with Wenk Associates, Inc., to provide such services for the amount of \$156,765.00.

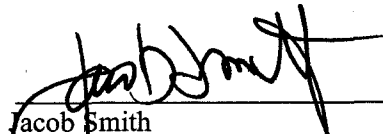
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

A Consulting Agreement with Wenk Associates, Inc., of Denver, Colorado, to provide the Clear Corridor Master Plan, with compensation to the consultant being established at \$156,765.00, is approved. The form of the contract is to be approved by the City Attorney. The Mayor is authorized to execute such agreement on behalf of the City.

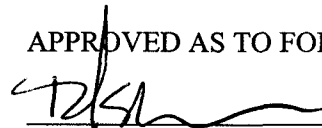
Adopted this 14th day of January, 2010.




Susan M. Brooks, MMC
City Clerk


Jacob Smith
Mayor

APPROVED AS TO FORM:


David S. Williamson
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 14th day of January, A.D., 2010.



ATTEST:

A handwritten signature in cursive script, reading "Susan M. Brooks", written over a horizontal line.

Susan M. Brooks, City Clerk of the City of Golden, Colorado



*Clear Creek Corridor
Master Plan*

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is entered into this 14th day January 2010 by and between the **CITY OF GOLDEN** (hereinafter referred to as "City") a home rule municipal corporation and **WENK ASSOCIATES, INC.** (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, the City desires to obtain professional services as described herein from Consultant; and

WHEREAS, Consultant has held itself out to the City as having the requisite expertise, experience and resources to perform the duties requested by the City.

THEREFORE, for and in consideration of the promises and covenants herein appearing, the parties agree as follows:

I. SCOPE OF SERVICES.

Consultant agrees to provide the services set forth in the attached document, which is incorporated herein and made a part of this Agreement. (Exhibit A) In the event of any conflict between the terms and conditions of the Scope of Services and this Agreement, the Agreement shall prevail.

II. CITY OBLIGATIONS/CONFIDENTIALITY.

The City shall provide Consultant with, information, reports and such other documentation as may be available to the City, and reasonably required by Consultant to perform the Scope of Services. The information shall not be disclosed by Consultant to third parties without prior written consent of the City or as otherwise required by law. 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 it expense.

III. COMPENSATION.

In consideration of the completion of the Scope of Services specified herein, the City shall pay Consultant \$156,765.00 to be invoiced monthly on a percent complete basis.

The fee specified herein shall include all fees and expenses incurred by Consultant in performance of the Scope of Services. The City may withhold final payment for any portion of the work not deemed complete by the City.

IV. COMMENCEMENT OF WORK.

Immediately upon execution of this Agreement, Consultant shall commence work on all obligations set forth in the Scope of Services

V. CHANGES IN SCOPE OF SERVICES.

A change in the Scope of Services shall constitute any 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 Manager. 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.

VI. PROFESSIONAL RESPONSIBILITY.

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.

The work performed by Consultant shall be performed timely in accordance with generally accepted professional practices and the level of competency presently maintained by other professionals providing the same general type of work set forth in the Scope of Services

VII. COMPLIANCE WITH LAW.

The work and services to be performed by Consultant hereunder shall be done in compliance with all applicable laws, ordinances, codes, rules and regulations.

VIII. INDEMNIFICATION.

Consultant agrees to indemnify and hold harmless the City, and its officers, attorneys and employees, from and against all liability, claims, demands, and expenses, including court costs and reasonable attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act or omission, error, professional error, mistake, accident, or other fault of Consultant, any sub Contractor of Consultant, or any officer, employee, or agent of Consultant. The obligations of this Section VIII shall not apply to damages which the City shall become liable by final judgment to pay to a third party as a result of the negligent act or omission, error, professional error, mistake, accident, or other fault of the City.

IX. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the City nor the Consultant, their respective officers, directors, partners, employees, contractors, or sub consultants shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the City and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

X. INSURANCE.

A. Consultant agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following insurance coverages:

1. Commercial General or Business Liability Insurance with minimum combined single limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate.

2. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) for any one occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. In the event that Consultant's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of Consultant who utilizes an automobile in providing services to the City under this Agreement.

B. If approved by the City, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.

C. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

D. A Certificate of Insurance shall be completed by Consultant's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City prior to commencement of any services under this Agreement. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The completed Certificate of Insurance shall be sent to:

Human Resources Director
City of Golden
911 10th Street
Golden, CO 80401

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 this 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 shall have 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, attorneys, and its employees, are relying on, and do not waive or intend to waive by an provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et.seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, attorneys, or its employees.

XI. THIRD PARTY BENEFICIARY.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant. The Consultant's services under this Agreement are being performed solely for the City's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The City and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this project to carry out the intent of this provision.

XII. 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.

XIII. TERMINATION.

The parties further agree that any obligation of the City beyond the current year is contingent upon its City Councils' annual appropriation of funds.

Either party may terminate this Agreement with or without cause upon providing the other party sixty (60) days prior written notice.

XIV. DEFAULT/ATTORNEY FEES.

In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses, expert fees and costs

incurred as a result of the default.

XV. 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 Jefferson, State of Colorado.

XVI. 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 an employee of the City for any purposes.

XVII. 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 of obligation of this Agreement.

XVIII. ENTIRE AGREEMENT.

This Agreement and the attached Exhibit are 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.

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 via facsimile, electronically or by pre-paid, first class United States Mail, addressed as follows:

City of Golden
Attn: Human Resource Director
911 10th Street
Golden, CO 80401

Consultant:
WENK ASSOCIATES, INC
1335 ELATI ST.
DENVER, CO 80204
ATT: BILL WENK

XX. IMMIGRATION STATUS OBLIGATIONS

A) Consultant certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien and that it has participated or attempted to participate in the United States Department of Homeland Security Basic Pilot Program in order to verify that it does not employ any illegal aliens.

B) 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 sub Contractor that fails to certify to the Consultant that the sub Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

C) Consultant has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program and, if Consultant is not accepted into the Basic Pilot Program prior to entering into this Agreement that Consultant shall apply to participate in the Basic Pilot Program every three months until Consultant is accepted or the terms and conditions of this Agreement have been completed, whichever is earlier. The provision specified in this subparagraph shall not be required or effective if the Basic Pilot Program is discontinued.

D) Consultant is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

E) If Consultant obtains actual knowledge that a sub Contractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Consultant shall be required to:

1) Notify the sub Contractor and the City within three days that the Consultant has actual knowledge that the sub Contractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the sub Contractor if within three days of receiving the notice required pursuant to sub-subparagraph (B) (2) the sub Contractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the sub Contractor if during such three days the sub Contractor provides information to establish that the sub Contractor has not knowingly employed or contracted with an illegal alien.

F) Consultant shall comply with any reasonable request by the State Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to its authority.

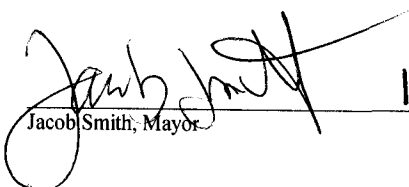
G) If Consultant violates any of the provisions set forth in this section, the City may terminate the Agreement and Consultant shall be liable for all actual and consequential damages incurred by the City.

CITY OF GOLDEN:

CONSULTANT:

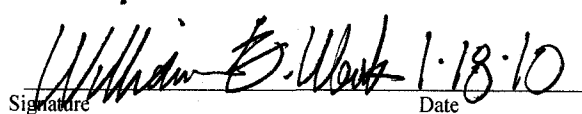
WILLIAM E. WENK, PRESIDENT

By: Name and Title



Jacob Smith, Mayor

1/28/10
Date



Signature

1-18-10
Date

Exhibit A



ASSOCIATES
PLANNERS &
LANDSCAPE
ARCHITECTS

January 6, 2010

Rod Tarullo, CPRP City of Golden Director of Parks, Recreation and Golf Golden, Colorado

Re: Clear Creek Corridor Master Plan

Dear Rod:

We are pleased to provide you with the following proposal of the Clear Creek Corridor Master Plan.

For this effort, we have partnered with Muller Engineering (ME) for civil and traffic engineering and water resources study, Fehr & Peers (FP) for transportation planning, ERO Resources (ERO) for environmental and ecological consulting, Anderson Mason Dale Architects (AMD) for architecture and identity, and Economic Planning Services (EPS) as our economic consultant.

Our approach is provided in the attached Scope of Services, Exhibit A. We have identified our teams' participation by task.

Our fees to perform these tasks are \$156,765.00 to be invoiced on a percent complete basis. We have included our hourly rates should you request additional services beyond our original scope. Our team's hourly rates will be provided upon request.

We hope that our approach is acceptable to you in your consideration of these services. We would be happy to discuss our proposal with you in greater detail, or to make clarifications as needed. Please feel free to contact us should you have any further questions following the review of this document.

Sincerely

A handwritten signature in black ink that reads "William E. Wenk".

William E. Wenk
President

A handwritten signature in black ink that reads "Jesse Clark".

Jesse M. Clark
Associate

Wenk Associates, Inc.

2010 Billing Rates

Labor Categories Rate

Principal I	\$215/hr
Principal II	195/hr
Senior Associate	155/hr
Associate I	115/hr
Landscape Architect/Designer II	90/hr
Landscape Designer I	80/hr
Draftsperson	70/hr
Administrative Assistant	55/hr
Graphic Designer	75/hr

Direct Reimbursables

Photocopies	.20/ea
Color photocopies 8.5 x 11	.50/ea
Color photocopies 11 x 17	1.00/ea
Bond Plots	.25/sf
Mylar Plots	.75/sf
Photo Satin Plots	2.00/sf
Outside services	at cost

METHOD AND MEANS

The Clear Creek Corridor is blessed with amenities. The Creek and trail winding through mature cottonwood groves, multiple civic buildings, Pioneer Museum and History Park, and the Corridor's proximity to Downtown have made it a popular destination for community residents and for visitors from across the region. The high level of interest demonstrated by the community through participating in the formulation of the Parks Master Plan completed last year suggests that the park system—and use of the Clear Creek Corridor—will only continue to increase as more improvements are made, and as the regional trail is extended up Clear Creek Canyon.

The Corridor has the potential to be one of the premier recreational destinations in the region. With its success come a host of opportunities and challenges. Traffic congestion, including impacts on adjacent neighborhoods, and conflicts between existing uses along the Corridor and potential future uses could compromise its value as a place of relaxation and recreation.

We believe that the development of a visionary and appropriate plan for the Corridor can only be achieved by incorporating and expanding upon the goals identified in the RFP and the Parks Master Plan to meet the City's needs in 5-10-20 years and well into the future.

Goal: Enhance Parkland and Expand Recreation Opportunities; Create a Continuous Integrated Corridor.

The potential to link the Corridor physically and programmatically to the Downtown presents the opportunity to enhance the types and levels of activity in both the Creek Corridor and in the Downtown. Considering the needs of adjacent neighborhoods, we will evaluate current uses and needs for upgrades of existing parks as recommended in the Parks Master Plan in the context of developing a more comprehensive vision for the Corridor. The vision must serve to strengthen the economic viability of the Downtown, identify redevelopment and infill opportunities, and provide areas for festivals and events.

The vision should build upon the intrinsic character of the Corridor, and develop a sequence of "outdoor rooms" that accommodate large events as well as being comfortable for daily use. Elements within the park —picnic shelters, entry elements, and site features — should clearly identify the Corridor as a special place, rooted in the history and special qualities of the Creek and the community. The plan should describe a landscape character that celebrates the natural qualities of the Creek and the surrounding Foothills environment.

For example: little opportunity currently exists for smaller children to enjoy the Creek because of its swiftness and depth. Goal number five of the Parks Master Plan, to improve the quality and type of existing facilities, could be met in part by diverting a small portion of the Creek flow through a series of flumes, channels and pools that allow children to safely enjoy the Creek. The diversion could recall historic mining methods and structures, allowing for interpretation of historic uses in the Corridor that brings the mining history of the Creek to life, rather than relying solely on interpretive signage and addition of a water feature, as suggested in the Parks Master Plan.

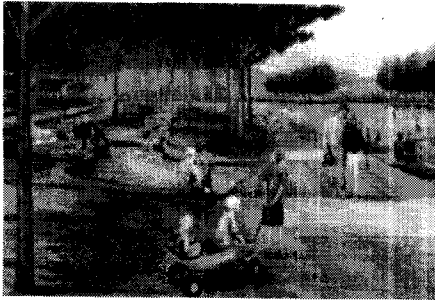
The end result will be a plan that seamlessly meshes the Corridor with complementary land uses so residents and visitors of all ages and varied interests can recreate, explore, shop, work, and simply enjoy their Downtown amenity

Goal: Establish a Cohesive, Dynamic Character that Builds Upon the Historic, Natural, and Urban Contexts.

The site holds a variety of intrinsic qualities that give inspiration for establishing a cohesive and distinct character and identity for the Corridor:

Exhibit A

its relationship to existing civic facilities and to the Downtown;
its location at the foot of the Rockies along Clear Creek ,at one of the most historically significant gateways into the mountains;
its proximity to, and visibility from, Highway 93;
its importance as part of the mining boom of the 19th century;
its existing vegetation, ecological, and habitat values;
and, of course, the Creek itself as the primary local (and regional) attraction.



Dry Creek Community Park, Longmont, CO

The above traits highlight the importance of the Corridor and support the City's goal for creating a unified park experience that responds to regional and local recreation demands. The Creek itself provides multiple opportunities to create a recreational Corridor that is deeply connected to Golden's history, and to the opportunities the existing site presents.

Additionally, the Clear Creek Corridor is one of the most important ecological transition areas where two distinct ecotypes – montane forest and shortgrass prairie – meet. Our approach will acknowledge and incorporate these important ecological conditions of the Corridor while finding the right balance between the Corridor's use as a recreational asset and a natural resource.

For example, the open space at the West end of the Corridor could be an ideal location for developing more naturalized landscapes through the creation of a series of natural gardens that interpret and display the diversity of landscape ecologies found in the valley, and along the foothills. The gardens could be both beautiful and educational. Natural gardens could be supplemented by xeriscape demonstration gardens that can serve as a transition to more highly developed areas of the Corridor. Together, they can celebrate the richness and diversity of the Corridor, and support the Community's broader goal of environmental responsibility.

Goal: Improve Multi-Modal Circulation and Parking.

Being mindful of potential impacts on adjacent neighborhoods, the Corridor can become the center for civic gatherings as well as an integral part of a more walkable, livable community. We intend to build upon previous walkability, trail planning, and Downtown development planning efforts as a beginning point for our work. Circulation needs including pedestrian facilities, bicycle connections, transit access, direct motor vehicle circulation, parking access, and truck routing will all be considered in our effort. We will also take into account the plans currently underway to develop a trail connection from 19th to Clear Creek and the development of a pedestrian bridge at 6th Avenue with long-term plans to extend the trail from 6th Avenue to the Billy Drew Bridge next to the History Park.

Our team will evaluate multi-modal connections and consider multiple options for providing additional parking based on multi-modal travel demand. Our team offers leading edge tools to evaluate shared parking demand for recreation facilities, forecast non-motorized travel demand between destinations, and identify opportunities to strategically implement circulator shuttles. First, we will set goals for how people will travel to, from and between the proposed recreation facilities in the corridor; then we will explore creative solutions to mobility. This could include exploring opportunities for joint use of School of

Mines parking, expanding existing head-in parking on streets to create a series of "parking boulevards", and integrating the current planning for a downtown transit circulator. We will explore the development of flexible surface parking facilities that create alternatives to traditional hardscape parking lots. Finally, parking shuttles from remote lots, and off-site options will be considered as part of discussions with event organizers early in the planning process.

Goal: Reduce User Conflicts.

The City and the Parks Master Plan have identified several potential conflicts along the Corridor. While public input will help to further inform and clarify specific desires and conflicts, we plan to use "User Group Forums" and "Peer Review Panels" to quickly assess and prioritize elements in the Corridor master plan.

- *Conduct User Group Forums.* We will facilitate small group discussions that address existing conflicts and opportunities identified in the RFP, and through our initial investigations. User groups would be invited to Forums to discuss specific issues that could include:
 - Creek users (conflicts between kayaking, tubing, fly fishing)
 - Regional trail connections (coordinate with Jefferson County to incorporate recommendations for the regional trail especially as it relates to trailhead access and parking)
 - Multi-modal uses (traffic and parking, pedestrians and bicycles, neighborhood impacts, special events, daily use)
 - Historical context (opportunities to expand on existing interpretive programs, and to interpret the history of the District)
- *Establish Peer Review Panels.* We have identified a line item in our project budget to incorporate expert review of specific aspects of the project, by inviting certain institutions – such as the Recreation Center or the Historical Society – to engage in focused discussions about project potentials. For example, opportunities for expansion of the kayak course could be identified, considering means to resolve conflicts with fly fishers. Another panel might focus on the Walkability Analysis completed by Dan Burton as part of a larger discussion of hiker and pedestrian use, especially given the location of the park as a potential trailhead to the Clear Creek Canyon Trail. A third could focus on history of the site. The nature and number of forums would be determined as part of the initial project scoping.

Goal: Improve Opportunities for Special Events and on-going Programmed Activities.

As part of the Group Forums described above, we will work with organizers of existing special events in the Corridor to understand their programmatic and spatial requirements. This method greatly benefited our post planning efforts for Aurora's Signature Park and Denver's Civic Center Park, and currently for Washington Park, where community gathering and special events are important park uses.

Group Forums will help to identify how synergies between existing programs of the Community Center, Museum, and Library could be expanded as part of developing a Vision for a the Corridor. For example, the amphitheater/gathering space suggested in the RFP might also serve to enhance the programs of the Pioneer Museum if properly configured and located. Another example might include expanding exercise programs of the Recreation Center by designing adjacent areas to accommodate specific uses.

Goal: Ensure, via the Public Involvement Process, that the Corridor is a Source of Community Pride.

We see ourselves as talented planners and designers that bring creativity and enthusiasm to the project.

Exhibit A

Equally important is our role as facilitators responsible for engaging the community in a dialogue that contributes significantly to giving form to the plan for the Corridor, and that continues to build broad support for the project. We will formulate an approach to public involvement, in collaboration with the Advisory Committee that is instituted at the onset of the project.

We plan to establish core stakeholder workgroups to address specific issues and opportunities particular to the Corridor to better inform our planning effort. We anticipate incorporating a thorough public outreach process using innovative means to reach out to community members that might not be reached through traditional means.

- *Implement a "User Intercept Survey" with Web Follow-up.* A short "intercept" survey would be conducted with Corridor users on selected dates. This survey would be targeted specifically at users of the Clear Creek Corridor, as opposed to all residents and workers in the City of Golden. Trained interviewers (through RRC Associates) would initiate contact with a random sampling of users asking them to complete a short series of questions. Then, the users would be encouraged to complete a more in-depth web survey designed to probe more deeply into Corridor use, ratings, and priorities for changes or improvements. The City may consider offering a "sweepstakes prize" to help drive web survey participation. Our team is using this process currently on the Washington Park Master Plan project – one of Denver's most heavily used park spaces – with great success and find that it offers

Wenk Associates, Inc.
Clear Creek Corridor Master Plan
Scope of Services
Exhibit A
January 6, 2010

Phase 1: Project Startup

A broad understanding of the physical qualities of the park Corridor and surrounding areas, preparation of base information, and requirements for City-owned facilities will be developed. Work with advisory committee (AC) and stakeholder groups (SG) will begin.

Tasks include:

- confirm project scope, methodology, public involvement strategy, and schedule **(WA)**
- collect data and prepare base mapping of the park Corridor's physical qualities, including utilities, rights-of-way, property ownerships, existing site improvements, natural resource assessment, and floodway/floodplain conditions **(WA, ME, ERO)**
- prepare base maps at multiple scales to evaluate the surrounding context, the overall park Corridor, and more focused areas within the Corridor.
- prepare inventory and analysis of Corridor parking and traffic, including vehicular, bicycle, and pedestrian **(FP)**
- provide real estate advisory services to support the development of a civic focus in the Washington and Clear Creek corridor crossing. This task includes the evaluation of existing use and future potential of all city owned properties for highest and best use. This task will also include evaluation of private property ownership and uses in the area and identify key sites that could be targeted for City acquisition to meet the goals of the corridor plan. **(EPS)**
- conduct first AC workshop to confirm project scope and process; define user survey goals ; and discuss existing Corridor issues, goals, and opportunities
- conduct the first SG phase consisting of small group forums, discussion and interviews with individual interest groups to identify specific areas and issues of conflict, potential means for resolution, and means by which enhancements can improve levels and types of use
- establish a project web page on the City's website
- hold biweekly (twice per month) client review and coordination meetings

Meeting Assumptions:

- Stakeholder workshops 3.5 hours – up to 2 meetings
- Stakeholder forums 3.5 hours – up to 4 meetings

Note: Stakeholder forums may occur immediately following workshops

- Client review/coordination 2.5 hours – up to 4 meetings

ME, FP will attend 1 meeting

- Advisory committee workshop 3 hrs -1 qty
- One Public Workshop – 5 hours

Products:

- Project vicinity and Corridor base maps
- historic and natural resource assessments
- parking and multi-modal traffic analysis
- functional requirements and potential program synergies of existing City facilities, mapped and in memorandum form

Exhibit A

- summary of major utilities, utility plan map copies, paper copies of floodplain/floodway boundaries
- project website
- notes from all meetings

Public Workshop One

Purpose: to introduce the project scope, schedule, process, and purpose to the public, review results of work with the AC and SG, present and review results of the traffic study and site inventory.

Format: After a brief (30-40 min) presentation, break into small work groups to brainstorm ideas for the park Corridor and receive input regarding site issues and opportunities.

Products:

- workgroup markup drawings
- summary of public comments regarding project issues, goals, and opportunities

Fee: \$30,100.00

Phase 2: Civic Building Analysis

- review 2003 Facilities Study
- develop building footprint/parking layout alternatives (up to 3)
- review building layout alternatives with staff (up to 2 meetings)
- refine and revise alternative
- we assume Public Works as listed in page four of the report is not longer in area
- building footprints developed are massing only, no floor plans will be developed
- no structural parking us anticipated

Products:

- 1 page narrative with assumptions

Fee: \$6,155.00

Phase 3: Alternative Concept Development

The Startup phase and first workshop results will be the basis for the preparation of up to three alternative concepts for park Corridor development. The alternatives will represent a range of methods to implement ideas and comments from AC, SG, and public meetings.

Specific tasks will include:

- update and post meeting summaries on the project webpage
- facilitate an AC meeting to review results of the public meeting, and to arrive at consensus on the general approach to preparing alternatives
- conduct field observations during peak and off peak periods to evaluate multimodal travel conditions **(FP)**
- review all previously completed multimodal transportation plans for the area and incorporate all planned improvements in the conceptual development plans. **(FP)**
- workshop to evaluate plan alternatives and identify needs for additional property acquisitions elsewhere in the corridor to build recommended improvements and to provide appropriate access and facility support uses. This task will include review and recommendations for strategic control of the corridor by City **(EPS)**
- prepare up to three plan alternatives for the project area. Alternatives may include recommendations for strategic land acquisition, relocation (if required) of existing City facilities

and improvements, and modifications to the existing street and parking network to address citizen concerns and traffic operations. A range of approaches to the type and location of proposed improvements will be presented. **(WA, ME, FP)**

- prepare two to three illustrative sketches, typical cross-sections and related graphic information to explain key elements of each concept.
- evaluate cost and construction implications for roadways and utilities, and vehicular circulation; prepare concept level estimate of park costs for each alternative. This item consists of evaluating existing data and providing qualitative impacts of proposed improvements. **(WA, ME)**
- review concepts with City staff
- facilitate an AC work session to review sketch plan alternatives; revise and refine as required and prepare for final alternative plans

Meeting Assumptions:

- Stakeholder workshops 3.5 hours – up to 3 meetings

FP will attend 1 Stakeholder workshop

- Client review/coordination 2.5 hours – up to 4 meetings

ME will attend 1 meeting

- Advisory committee workshop and meetings 3.5 hours – up to 2 meetings
- One Public Workshop – 5 hours

Products:

- three digital, color illustrative alternatives/sub alternatives may be generated to illustrate different options within individual concepts
- up to three illustrative sections and sketches per alternative
- up to three conceptual multimodal circulation and parking alternatives maps with summary matrices that explain pros and cons of each alternative
- brief project narrative describing each alternative, including order of magnitude opinions of probable costs and land use recommendations

Public Workshop Two

Purpose: to present, review and receive comment on concept alternatives.

Format: After a brief (30-40 min) presentation, break into smaller work groups to brainstorm refinements to the alternatives or to generate new alternatives.

Products:

- summary of public comments

Fee: \$53,225.00

Phase 4: Prepare Draft Master Plan

Results of the second workshop, and comments and review by City staff, specific user groups of the SG if required, and the AC will be the basis for preparation of a draft master plan.

Tasks include:

- prepare sketch and final park Corridor improvement layout plans including identification of significant elements
- illustrate conceptual grading and storm drainage, property acquisitions as required, facility relocation, addition or modification, roadways, parking, and multi-modal access
- prepare detailed area plan(s) and/or sketch illustration of key park Corridor areas and elements **(WA, ME)**

Exhibit A

- prepare preliminary concepts for architectural elements including gateways, bridges, and related structures that enhance and define the Corridor's character and quality **(AMD)**
- prepare preliminary utilities and related infrastructure plans as required
- prepare preliminary opinions of probable construction costs, and recommendations, as required, for infrastructure improvements
- prepare preliminary water quality, floodplain and utility improvement costs **(ME)**
- work from alternative site plans to prepare detailed circulation strategies that identify specific infrastructure improvements and management techniques to be integrated in the circulation alternatives with the parks program elements. **(FP)**
- review draft master plan with City staff, AC
- present draft master plan to parks board, planning commission, and related City agencies as required
- update the project web page

Meeting Assumptions:

- Client review/coordination 2.5 hours – up to 3 meetings
- Advisory committee workshop and meetings 3 hours – 1 meeting
- City Agency review 3 hours – 1 meeting

Muller Engineering will attend 1

- Public review and presentation 5 hours – 1 meeting

Products:

- digital, colored illustrative draft master plan
- sketch grading concept plan; evaluation of impacts on floodplain and floodway
- two to three detailed area plans
- up to five illustrative vision sketches
- sketch concepts for built elements of the park including gateways, bridges, material pallet, etc. to establish continuity of Corridor character
- draft utilities master plan
- draft circulation mapping and summary text including timeline for implementation of multimodal transportation improvements in the study area. **(FP)**
- preliminary opinion of probable construction cost
- narrative describing the character and intent of Corridor enhancements and key areas
- technical analyses of multi-modal transportation, parking, and utility improvements, and potential floodplain impacts
- recommendations based on natural resource assessment prepared in the first phase
- formatting and preparation of a draft master plan report in an 8.5 x 11 document that includes text and graphics
- 25 copies of the draft master plan and PDF digital format

Public Workshop Three

Purpose: to present and review draft plan recommendations, and discuss priorities for phased improvements.

Format: A brief (30-40 min) presentation of plan recommendations, 30 minute public comment period, 30 to 40 minute informal small group discussions to review details of the plan.

Products:

- summary of public comments

Fee: \$46,855.00

Phase 5: Prepare Final Master Plan and Report

We will work with City staff and the AC to refine details of the draft master plan following the final public meeting. We will assist in presenting the plan to appropriate City agencies, Council, and key stakeholders such as Jefferson County Open Space. Following refinements clarification, the plan will be finalized.

Tasks will include:

- Make minor revisions, refinements, and clarifications to the draft plan prepared in the previous phase **(WA, ME, FP)**
- update the project web page
- present plan recommendations to up to three City agencies

Meeting Assumptions:

- Client review/coordination 2.5 hours – up to 2 meetings

Muller Engineering will attend 1

- City Agency presentation 3 hours – 1 meeting

Products:

- 25 copies and PDF digital format of the Final Master Plan
- 15 copies of the Executive Summary. Ideally the summary will be in a 24x36 double sided “poster format” including key graphics and brief narrative.
- 3 full size color reproductions of all final graphic materials
- 2 CDs with digital files of all Final Master Plan materials

Phase 5 Fee: \$18,130.00
Reimbursable: \$2,300.00

Total Fee: \$156,765.00

Project Assumptions:

- All base information, including but not limited to topography, utilities, floodplain and analysis and related information to be provided by the City of Golden.
- Calculations for sizing of water or sewer lines or modifying floodplains are not included in the scope.
- Our proposal assumes 4 review periods on the part of City and other stakeholders (1 at each phase). We assume that all review comments will be assembled by city staff, and that revisions will be completed only when all comments have been provided. Multiple revisions beyond the number stated in our work scope, or additional revisions within each submittal required because of late responses on the part of any entity reviewing the work may be cause for negotiating of additional fees.
- Design of detailed area plans described in our proposal assumes that the area of detailed design will be limited to sub-areas of individual parks, and that the level of detail will be limited to conceptual level grading, sketch layouts of proposed improvements, and typical materials designations adequate to allow a conceptual level of cost estimation. Construction specifications, dimensioned drawings, and related documents are specifically excluded.
- Property ownerships, easements, and related information will be limited to City provided materials. Revisions to adjacent property legal descriptions or easements are excluded.
- Our proposal assumes an uninterrupted design process to be completed within 14 months beginning February 2010. Any extensions beyond this date may be cause for negotiation of additional fees.
- Printed and digital documents will be delivered in the quantities listed in the scope. Additional reproductions will be produced at direction of the City and billed on a time and materials basis.