

10.26.21

Town of Frisco Public Works
Jeff Goble
102 School Rd.
Frisco, Co 80443

Frisco Medians and Roundabouts Phase 2

Frisco, Colorado

PROJECT DESCRIPTION

Frisco Medians and Roundabouts includes design development of additional amenities as originally proposed in the Conceptual Design package prepared for the Town in 2019 that will be referred to as Phase 1 in this proposal. Phase 1 scope of work prepared (2) conceptual designs for the Town of Frisco Medians and Roundabouts in conjunction with the scope of CDOT has completed, known as the Gap Project. Phase 2 will build upon the Mountains Concept prepared in Phase 1. The scope of work for Phase 2 will encompass design development through 100% Construction Drawings and Construction Observation. All irrigation and softscape design will include the two roundabouts and the strip of medians between them. Hardscape Design and minimal vertical elements will be included in the medians design moving south towards Breckenridge. This proposal includes coordination with CDOT for approval of median improvements.

A public outreach component is included to obtain community input through the process, including one community meeting and work sessions with Planning Commission (1 meeting) and Town Council (2 meetings). This proposal does not include planning submittals for sketch plan and development review as the proposed improvements are site and landscape based.

This proposal also does not include the area known as Triangle Park in the scope of work.

Task 1 - Programming and Conceptual Design:

- A. Attend bi-weekly planning and coordination meetings (assumes 2 meetings total).
- B. Review as-built survey information of existing conditions.
- C. Develop site plan sketches to explore phase 2 layout.
- D. Develop (1) round of minor revisions to project area and scope of work.

Task 2 – Schematic Design:

- A. Attend bi-weekly planning and coordination meetings (assumes 12 meetings total).
- B. Coordinate with project team to finalize site plan.
- C. Develop a hardscape plan specifying materials.
- D. Plan for winter and summer overlays showing seasonal uses.
- E. Identify key site features such as pedestrian connections and interactive site features.
- F. Develop a preliminary planting plan.
- G. Develop one illustrative landscape plan for community engagement.
- H. Develop (3-4) supportive character renderings depicting 3D views of medians and roundabouts. Note: Supportive 3D views to be schematic in character and not photo realistic simulations of final constructed project.
- I. Develop presentation materials for community open house (assumes 4-5 boards for an in person meeting).
- J. Attend one community open house (location TBD with staff).
- K. Develop (1) round of minor revisions to project area, project programming requirements and scope of work.

- L. Develop presentation for Town Council packet and meeting.
- M. Attend one Town Council meeting.
- N. Attend (1) planning commission work session.

Task 3 – Design Development:

- A. Attend bi-weekly planning and coordination meetings (assumes 4 meetings total).
- B. Develop 100% design development drawing plan set. Plans to be 24"x36" sheets developed in AutoCAD Plans to include:
 - a. Landscape Plan
 - b. Hardscape Plan
 - c. Planting Schedule
 - d. Amenities Schedule
 - e. Materials Schedule
 - f. Preliminary Details
 - g. Preliminary Irrigation Design (mainline layout, POC connection, # of valves, etc)
- C. Develop landscape plan for Final Site Plan Submittal
- D. Coordinate with project team to finalize site plan.
- E. Update illustrative site plan.
- F. Prepare (1) Designers Opinion of Probable Cost
- G. Attend (1) town council meeting

Task 4 - Construction Drawings:

Upon approval of the Design Development Landscape Plan and the Client's notice to proceed, Norris Design will prepare the landscape and hardscape / amenity construction documents for competitive bid.

Note: All grading proposed is conceptual in nature and shall be field verified. Existing grades at Top of Curb shall be matched. All grading shall be done from back of curb to back of curb for Roundabouts and Medians.

- A. Attend bi-weekly planning and coordination meetings (assumes 6 meetings total).
- B. Develop 80% Construction Document plan set. Plans to be 24"x36" sheets developed in AutoCAD. Plans to include:
 - a. Landscape Plan
 - b. Hardscape Plan
 - i. Town of Frisco Sign Design
 - ii. Key site features
 - iii. Custom Light Features (design/build level of drawings only – assumes construction by Town of Frisco Public Works Department)
 - c. Planting Schedule
 - d. Amenities Schedule
 - e. Materials Schedule
 - f. Supportive Details
 - g. Irrigation Plan
 - h. Irrigation Schedule and Notes
 - i. Irrigation Details
- C. Coordinate with Client and team to review 80% Construction Document plan set. Coordination time anticipates (10) hours during this phase. Note: Only minor revisions to plan set are anticipated between 80% and 100% Construction Drawings. Additional changes may result in additional fees.
- D. Develop submittal plans for submittal to CDOT for approval.
- E. Coordinate with CDOT for approval of Landscape Construction Drawings. (Assumes 8 hours).
- F. Coordinate with lighting consultant for placement of landscape lighting and fixture types and electrical requirements. Coordination time anticipates (10) hours during this phase. Norris Design shall note lighting

requirements and electrical outlet requirements on Construction Document set. Final lighting and electrical design shall be completed during installation. Norris Design is not responsible for lighting or electrical design. Norris Design plans will note location of light fixtures and electrical outlet locations only.

- G. Develop 100% Construction Document plan set. Plans to be 24"x36" sheets developed in AutoCAD. Plans to include:
- a. Landscape Plan
 - b. Hardscape Plan
 - i. Town of Frisco Sign Design
 - ii. Key site features
 - iii. Custom Light Features (design/build level of drawings only – assumes construction by Town of Frisco Public Works Department)
 - c. Planting Schedule
 - d. Amenities Schedule
 - e. Materials Schedule
 - f. Supportive Details
 - g. Landscape Specifications
 - h. Irrigation Plan
 - i. Irrigation Schedule and Notes
 - j. Irrigation Details
 - k. Irrigation Specifications

Task 5 – Construction Observation

- A. Attend weekly planning and coordination meetings (assumes 12 meetings total).
- B. Assist in the development of a Contractor Bid Form (assumes 4 hours)
- C. Attend (1) preconstruction meeting
- D. Attend (6) on-site construction meetings at key intervals during construction and create Field Reports
- E. Attend (1) final site walk and create a project Punch List
- F. Attend (1) close out site walk to verify completion of all Punch List Items
- G. Answer RFI's (assume 12 hours)
- H. Create record drawings for project (assumes contractor is responsible for irrigation as-builts)

AGREEMENT QUALIFICATIONS

A. Assumptions

The client shall provide to Norris Design the following information or services as required for performance of the work. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information.

- 1. Soils/Geology Reports
- 2. Surveying
- 3. ALTA Survey
- 4. Aerial Photography
- 5. Phase I or Other Environmental Site Assessment Report
- 6. Topographic Survey
- 7. Wetlands Report
- 8. Market Research
- 9. Traffic Study

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement. The following information is not a part of the agreement and would be provided under a separate agreement or as Additional Services if required.

1. Illustrative Graphics (other than those identified within this agreement)
2. Engineering (i.e. – Civil, Electrical, Structural, Mechanical, Traffic, etc.)
3. Construction Bidding
4. Construction Administration

C. Definitions

The following definitions are provided to give clear understanding of terms that may be used to describe the Scope of Work within Tasks listed throughout this agreement.

<u>Term</u>	<u>Definition</u>
Attend	Norris Design will be present at meetings and hearings as described in the task action items
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by Norris Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents and products generated by Norris Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by Norris Design
Provide	Plans, documents and products made available by Norris Design
Minor Revisions	Revisions requiring less than 25 percent of the original time spent on a drawing, document or total task item

TERMS AND CONDITIONS

A. Standard Terms

1. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
2. Request to perform tasks, acceptance of documents or knowledge by the Client or Client's Representative of work being performed constitutes acceptance of the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
3. Norris Design will invoice work on a monthly basis based on work completed.
4. Fees for each task are an estimate. Services and fees will not exceed the total contract amount unless agreed upon as additional services.
5. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed in addition to the fixed fee at cost plus 10 percent. Mileage will be reimbursed at the Federal Government allowable rate. Technology expenses related to services provided may be billed at cost, as they are incurred beyond the typical base level required to provide such services.
6. Client agrees to pay all invoiced fees and costs within 30 days of billing.
7. Payment will not be subject to the approval of the project and/or the cash flow status of the project.

8. Past due invoices shall be assessed a 1.5 percent late charge for each month past due. In the event fees and/or costs are not paid when due, Client agrees to pay all costs of collection including reasonable attorney's fees.
9. Norris Design may stop work on the project if fees are not paid and reserves the right to file liens or utilize other legal methods to secure payment.
10. The fees indicated herein are based on the applicable jurisdictional codes. Unless otherwise specified in the terms of this agreement, any request made by the Client to vary, waive or modify existing code requirements may be considered as an additional service requiring additional fees.
11. Revisions exceeding Minor Revisions or additional tasks requested by the Client will be billed at the Standard Hourly rates in addition to the fixed fees or a specific fee will be authorized for the additional work prior to commencement.
12. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
13. All documents and products developed under this agreement shall remain the property of Norris Design until all fees have been paid in full. Norris Design reserves the right to request the return of any documents or products from the Client, municipal governments or other third party entities if fees have not been paid in full. Norris Design shall retain full ownership of all documents and products that have not been paid for under the terms of this agreement.
14. The Client shall have the rights to utilize documents and products, provided under this agreement, for their intended purpose once all fees have been paid in accordance with this agreement.
15. If the Client utilizes any documents or products covered under this agreement, the Client acknowledges that they have reviewed and understand the information conveyed within said document or product.
16. Any documents or products developed under this agreement by Norris Design shall only be utilized by the Client or their successors for the project or for services, which have been contracted. The Client or their successors shall not utilize these documents or products on other projects or provide these documents or products to others for use on other projects.
17. Norris Design maintains a policy of supplying single layered graphics files and videos for the client's unrestricted use and retaining the layered files and 3D models under intellectual property rights.
18. Norris Design shall not be responsible for any harm to the Client or their successors if documents or products developed under this agreement are utilized in ways that they are not intended. This includes, but is not limited to, preliminary level designs being utilized for entitlement documents, entitlement level documents being utilized for construction and revisions to construction documents that are not performed by Norris Design.
19. Norris Design shall not be responsible for any harm to the Client or their successors if the Client or their successors direct the recipient of any documents or products to deviate from the direction or purpose of the information provided in said document or product.
20. Norris Design shall not be responsible for information provided to Norris Design by the Client or other project team members not subcontracted by Norris Design. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information.
21. Norris Design reserves the right to utilize any documents or products developed under this agreement for marketing and promotional purposes. The Client may restrict Norris Design in the use of these documents or products upon written notice to Norris Design prior to development of these documents or products.
22. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination Norris Design will provide Client all task items billed and paid for and Client shall pay all fees and costs for tasks completed at time of termination.
23. If any part of this agreement shall be held unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

B. Specific Terms

C. Standard Hourly Rates

Principal	\$ 120.00 - \$ 170.00/Hour
Senior Staff Member	\$ 90.00 - \$ 120.00/Hour
Staff Member	\$ 70.00 - \$ 90.00/Hour
Clerical	\$ 65.00/Hour

D. Fee Schedule

Task 1 – Programming and Conceptual Design	\$ 3,900
Task 2 – Schematic Design	\$ 13,200
Task 3 – Design Development*	\$ 20,800
Task 4 – Construction Drawings	\$ 42,800
Task 5 – Construction Observation	\$ 15,000

Total Fee Estimated Not to Exceed \$ 94,700

* Note: If PC and TC meetings are not required at this time they will not be billed. Total costs are billed on a time and materials basis not to exceed.
(Excluding Expenses)


E. Acceptance and Agreement

Norris Design shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

Norris Design, Inc.

Town of Frisco



Name
Principal

Title
10/26/2021

Date

Name

Title

Date