GOLDEN URBAN RENEWAL AUTHORITY
BUSINESS MEETING
Golden City Hall
911 Tenth Street
March 9, 2015
6:30 p.m.

**************************************************************************
I. Call to Order
II. Roll Call
III. Approval of Minutes – Business Meeting of February 9, 2015
IV. Public Comment
V. New Business
   1. Resolution 141 Approval of Professional Services Agreement with Trenna Daniells
   2. Stairwell Estimates for Clear Creek Parking Structure
VI. Reports of Committees/Matters for the Authority
   1. Finance Committee
   2. Communications Committee
   3. Development and Operations
      a. Lots 2 and 4 Update
VII. Commissioners Concerns
VIII. Staff Report
      1. Investment Guidelines for Allocating Financial Resources Outside URA Boundaries
      2. Site Plan Submittal for 2421 Ford Street
      3. Community Garden Open House
      4. Picture of Completed Community Mosaic Mural
IX. Executive Session for the purposes of determining a position, to develop a strategy, or instruct
    negotiators regarding issues related to the 1250 Jackson Street Garage and the Banks’ family
    property C.R.S. 24-6-402(4)(e).
X. Public Comment
XI. Adjourn
Memorandum

To: GURA Board of Commissioners  
From: Steve Glueck, Executive Director and Aleah Menefee, Redevelopment Specialist  
Date: March 4th, 2015  
RE: Meeting Memo for March 9th, 2015 meeting

This memo will provide background information on selected items to be discussed at the upcoming GURA meeting.

**Trenna Daniells Presentation Regarding Banner for Natural Grocers**  
At the February 9, 2015 GURA board meeting, the board selected Daniells as the artist to create artwork for the banner that will be placed on the façade of Natural Grocers. At the upcoming meeting Daniells will provide the board with information about how she will accomplish the task. The board will have the opportunity to make suggestions for content for the banner. After the meeting and board input is given to Daniells, she will provide the group with a sketch of the artwork she intends to use for the final piece. Staff will also report on a conversation with the Public Arts Commission on coordinating their input.

**Stairwell Estimates for Clear Creek Parking Structure**  
At the October 13, 2014 meeting, the board asked staff to look into options for repairing and/or enclosing the stairs at the Clear Creek parking structure to prevent the deterioration of the stairs from moisture. The 2015 downtown URA budget includes $50,000 towards such a project. Staff recently met with Kelly Cervantes, Property Manager for the Source Gas Building, Leo Whiteley, Restoration Consultant with Walker Restoration, and Gina Crow of Standard Parking to discuss the proposal regarding options for moisture protection of the stairs at the Clear Creek parking structure.

In response the request for options, Walker Restoration proposed replacing the stairs with a style of galvanized stairs used at DIA, Park Meadows, and in other Standard Parking garages. Staff visited Park Meadows and supports the galvanized design. To have a curtain wall on two sides of the stairs with a top level enclosure would be $401,822, whereas a curtain wall on four sides with a top level enclosure would be $509,608. GURA’s share (at approximately 33%) would be around $134,000 and $170,000 respectively. GURA’s share to simply replace the stairs with the recommended galvanized stairs would be slightly over $46,000.

At the time of this writing, Cervantes is meeting with the owner of the property to determine their recommended action. Staff hopes to have more details about GURA’s options at the meeting.
Lots 2 and 4 Update A closing on the 708 13th Street lot conveyance is tentatively scheduled for March 12th in the afternoon. The main unknown at this time is whether the building permit will be ready for issuance. Staff will provide further updates at the meeting.

Investment Guidelines Outside URA Boundaries Pursuant to board direction at the recent retreat, staff conferred with legal counsel about legal issues and guidelines pertaining to use of URA revenues outside the formal project boundaries of a URA plan. Based upon that consultation, the following points were clarified:

- Although the statutes and legal precedents are not totally clear cut, provided that an investment furthers the goals of a specific plan and addresses blight factors in the plan, investments that benefit the plan area but may not fall within the plan area are typically upheld if challenged.
- The most clear cut case would be where a need or investment opportunity is specifically mentioned in a plan.
- Absent a specific mention in a URA plan, the board should be able to find that there is a direct connection and specific benefit to URA plan goals.
- Each project should be evaluated on a case by case basis and for any significant investment, the board should make a specific finding or appropriateness.

In order to further the board’s retreat conversation, staff will review the Parfet/ 8th Street Plan prior to the March 9th meeting and be prepared to discuss plan guidance.

Site Plan Submittal for 2421 Ford Street Following the last GURA meeting, staff continued conversations with the architect for the proposed orthodontist office adjacent to the Natural Grocers store and Mr. Qualtre of the music store. An initial site development plan submittal has been made to the City Planning division, however, staff is awaiting a re-submittal showing the potential shared public space as discussed by GURA. Staff will provide further updates at the meeting.

Community Garden Open House On Wednesday, March 23, GURA will host a community garden open house from 5:30 p.m. to 7 p.m. at the community room at Natural Grocers. Shannon Spurlock, Community Initiatives Coordinator at Denver Urban Gardens will give a presentation about how to sign up for the garden.
Golden Urban Renewal Authority  
City of Golden, Colorado  
Business Meeting  
February 9th, 2015

The Golden Urban Renewal Authority of the City of Golden, County of Jefferson, State of Colorado, met on the above date in the Golden City Hall – 911 10th Street, Golden, Colorado, at the hour of 6:30 p.m. Commissioners present were:

<table>
<thead>
<tr>
<th>Josephine Colacci</th>
<th>Rob Reed</th>
<th>Pamela Gould</th>
<th>Doug Miller</th>
<th>Patrick Story</th>
</tr>
</thead>
</table>

Commissioners Halsor and Eakes were absent. Executive Director Steve Glueck and Redevelopment Specialist Aleah Menefee were present. Also in attendance were Bob Banks, Mark McPherson, and Dave Meyer.

GURA Chair Miller called the meeting to order at 6:32 p.m.

Approval of Business Meeting Minutes –
Miller called for a motion to approve the business meeting minutes of January 12th, 2015. Colacci MOVED to approve the business meeting minutes. Story SECONDED. All Commissioners present agreed.

Public Comment – None

New Business –
Equity Ventures Presentation  Mark McPherson, and Dave Meyer of Equity Ventures provided a summary of the Natural Grocers project Overall, they thought the project went smoothly despite the tight construction schedule. The solar panels, community garden and the mural all add to the project as other Natural Grocers do not have these aforementioned amenities. Moving forward there are some items that need to be finalized such as the final costs associated with the project and the demolition of the building close to the store that houses Golden Music. McPherson and Meyer brought site plans of the current site, and plans for the future that include increased pedestrian connections to and from East Street. Unfortunately, the 24th Street door to the neighborhood will need to be locked most times because of the greater theft rates at the Golden Natural Grocers. When the community room is being used, the door can be unlocked. Overall, the new store is doing well. The board discussed opportunities to improve pedestrian connections in the future, including a possible sidewalk along the south property line. The board expressed their support for the store as a success.

Board Retreat Recap  Included in the meeting packet was a summary of the items discussed at the retreat. Miller thought it did a good job of summarizing the information presented. The board retreat binder can be the start of the board member book that gives board members a general background of each project area and GURA’s guiding documents. The board agreed that another retreat should be scheduled whenever there is a high turnover of board members.

Natural Grocer Mural RFP Submissions  There were 11 submissions for the Natural Grocers Mural RFP. The communications committee met prior to the board meeting and selected the top three finalists. The board discussed the entries and finally selected Trenna Danniels. Staff mentioned that Danniels is willing to change some of her artwork, but will need images or ideas for the changes. Staff will invite Danniels to the March 9 meeting to discuss her proposal further.
Resolution 139  This resolution authorizes the chair to sign documents related to the DDA between GURA and the Golden West Office, LLC. Miller called for a motion to adopt Resolution 139. Gould MOVED to approve Resolution 139. Colacci SECONDED. All commissioners present agreed.

Resolution 140  The Dinosaur Metro District cannot issue bonds until there is a revenue stream in place, which means that the developer must finance the infrastructure and site work, to be reimbursed later by the metro district and GURA TIF. The developer is proposing to use the GURA TIF as collateral for their loan. The lender is requesting that GURA assign the TIF in the event of default. The agreement would authorize the TIF to go to the lender if the developer defaults, with no other changes. The assignment agreement has been reviewed by GURA legal counsel and White included a more detailed signature page. Miller made a motion to approve Resolution 140. Reed MOVED to approve Resolution 140. Colacci SECONDED. All commissioners present agreed.

Finance Committee Report
There are a few outstanding December bills that need payment. Staff is contesting the most recent Standard Parking invoice as it is unclear as to whether or not Standard Parking actually did all of the maintenance listed in the invoice. Some of the biggest 2014 expenses were the Miners Alley improvements and the Colfax sidewalks. Sales tax was much higher than anticipated, and the year ended well.

The GURA board did a good job conserving money for the downtown legacy fund. The revenue listed will most likely be higher, as the revenue figures are just estimates.

The DDA will meet with the GURA board to discuss the potential uses of the legacy funding such as streetscape improvements.

Communications Committee Report
No Report

Development and Operation Committee Report
No Report

Commissioner’s Concerns
Reed—None
Story—None
Colacci—None
Gould—None
Miller—The current construction defect laws are problematic when building condos, because it costs the developer extra money to build. In response, many mayors around the state are looking to create a resolution to rework some of the laws that are in place. Miller thought that the City of Golden should be involved in these efforts and is seeking advice about how to get support for modifying the construction defect laws in Colorado. Miller also expressed his concern for the lack of affordable housing throughout the front-range. Perhaps the City could come up with some policies to tackle this.

Staff Report
Community Garden Open House  GURA staff and board will host an open house on Wednesday, March 25 from 5:30 p.m. to 7:00 p.m. at the Community Room at Natural Grocers. Shannon Spurlock of Denver Urban Gardens will be present to help people register for the garden. Staff distributed a handout that has more details.

Urban Renewal Legislation  Senate Bill 15-135 is in response to the bill that was proposed in 2014 that had a lot of county support. SB 15-135 would allow a county to appoint a voting member on URA boards. It is optional for the county to appoint a person to the URA board. It would give counties the option to have a seat at the table.
Update Regarding Issues Related to 1250 Jackson Parking Structure and the Banks Family  The
development and operation committee recently met with the Banks family to discuss possible resolutions
to the Banks’ private access into the 1250 Jackson Street garage. An response or proposal is needed
from the Banks in order to move forward. One idea is to get a 3rd party attorney to get advice on the
possible damages associated with the initial contract.

URA Goals  The board retreat was helpful from the staff’s perspective since there were many action
items that were discussed including potential goals for the URAs. Staff is still investigating some of the
issues with spending money outside a URA.

Lot 4 Site Plan The site plan went before Planning Commission. At the presentation the development
team created a computer model that showed various angles of the building. There was some discussion
at the commission meeting regarding the building’s setbacks. The building has not changed since the
GURA board last saw the site plans.

Deadlines Associated with the DDA with ARES  The upcoming deadlines include proof of
financing and the Guaranteed Maximum Price documentation. Staff will send the information and
documentation related to the deadlines to the development and operations committee. The proof of
financing letter is contingent upon a few items including the building permit and the basement easement.
ARES has asked for an extension because the building permit is still being finalized.

Public Comment – None

Adjourn –
There being no further business, Miller called for a motion to adjourn the meeting. Reed MOVED to
adjourn the meeting. Colacci SECONDED. All Commissioners present agreed. Miller adjourned the
meeting at 8:32 p.m.

______________________________  _______________________________
Steve Glueck                          Doug Miller
Executive Director                    Chair
RESOLUTION 141

A RESOLUTION OF THE GOLDEN URBAN RENEWAL AUTHORITY AUTHORIZING AN AGREEMENT BETWEEN THE GOLDEN URBAN RENEWAL AUTHORITY AND TRENNA DANIELLS FOR ARTWORK FOR A BANNER TO BE HUNG ON THE FAÇADE OF NATURAL GROCERS IN GOLEN

WHEREAS, GURA desires to obtain professional services as described in the attached contract, and;

WHEREAS, Daniells has held itself out to GURA as having the requisite expertise, experience and resources to perform the duties requested by GURA, and;

WHEREAS, Daniells will provide original artwork to be copied onto a banner to be hung on the façade of Natural Grocers, and;

WHEREAS, the fee for Daniells’ work shall not exceed $6,000 and;

WHEREAS, the banner will provide a unique benefit for the Central Neighborhoods, and furthers the Central Neighborhoods Urban Renewal Plan

THEREFORE BE IT RESOLVED BY THE GOLDEN URBAN RENEWAL AUTHORITY OF GOLDEN COLORADO:

The Professional Services Agreement between GURA and Daniells is approved, substantially in the form attached. The GURA chair is hereby authorized to sign the aforementioned Agreement on behalf of GUIRA.

Adopted this 9th day of March 2015

_________________________________  _____________________________________________________________
Doug Miller, Chairperson              Steve Glueck, Executive Director
GURA                                  GURA
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is entered into this ________day of February by and between the Golden Urban Renewal Authority (hereinafter referred to as “GURA”) and Trena Daniells (hereinafter referred to as “Contractor”).

W I T N E S S E T H:

WHEREAS, GURA desires to obtain professional services as described herein from Contractor; and

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

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

I. SCOPE OF SERVICES

Contractor 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. GURA OBLIGATIONS/CONFIDENTIALITY

GURA shall provide Contractor with, information, reports and such other documentation as may be available to GURA, and reasonably required by Contractor to perform the Scope of Services. The information shall not be disclosed by Contractor to third parties without prior written consent of GURA or as otherwise required by law. All documents provided by GURA to Contractor shall be returned to GURA. Contractor is authorized by GURA to retain copies of such data and materials at its expense.

III. REPRODUCTION OF THE ARTWORK

GURA will have the right to reproduce the selected artwork on promotional materials, the GURA website, and any replacement banners.

In all instances, the Contractor will be given credit.
IV. TIMEFRAME FOR COMPLETION

The Contractor will present to the selection committee on Monday, March 9, 2015 to discuss the scope of work and process for completing the project.

Contractor must have the artwork ready to be copied onto the banner no later than Friday, June 19, 2015 at 5:00 p.m. M.S.T.

If the project is not submitted by the deadline, barring any unusual or unforeseen circumstances, the artist fee will be reduced by one (1) percent for each day past the stated deadline.

V. COMPENSATION

Once the final artwork is ready to be copied onto the banner, GURA will issue payment in the amount of $6,000 payable to the Contractor.

GURA will maintain a separate installation and maintenance budget for the banner.

VI. COMMENCEMENT OF WORK.

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

VII. 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 GURA Manager. If Contractor proceeds without such written authorization, then Contractor 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 of representative of GURA 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.

VIII. PROFESSIONAL RESPONSIBILITY

Contractor 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 Contractor 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 and stated deadlines listed in this Agreement.
IX. COMPLIANCE WITH LAW

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

X. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless GURA, 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, if 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 Contractor, any subcontractor of Contractor, or any officer, employee, or agent of Contractor. The obligations of this Section VIII shall not apply to damages which GURA 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 GURA.

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

The parties further agree that any obligation of GURA beyond the current year is contingent upon its 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.

XIII. 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.

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 Jefferson, State of Colorado.
XV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is an employee of GURA for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by GURA shall not constitute a waiver of any of the other terms of obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibit are the entire Agreement between Contractor and GURA, 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. NOTICE

Any notice or communication between Contractor and GURA 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:

Golden Urban Renewal Authority  
144510th Street  
Golden, CO 80401

XIX. IMMIGRATION STATUS OBLIGATIONS

Contractor 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.

Contractor shall not:

Knowingly employ or contract with an illegal alien to perform work under this Agreement; or Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

Contractor has verified or attempted to verify through participation in the Basic Pilot Program that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the
Basic Pilot Program prior to entering into this Agreement that Contractor shall apply to participate in the Basic Pilot Program every three months until Contractor 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.

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

- Notify the subcontractor and GURA within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

Contractor 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.

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

GURA

________________________

Doug Miller, Chair

CONTRACTOR

________________________

Trenna Daniells
EXHIBIT A
SCOPE OF WORK

I work with acrylic on canvas. My rendering attached is 16 x 18; the final rendering would be 32 x 36. Or as in the case of the 2nd design (panels), I would work each panel large enough to fit into the 32 x 36 size, leaving an area for borders and type if desired. After speaking with Aleah Menefee, she confirmed with the printers that this size would be suitable to reproduce to the final 16 x 18 foot banner.

These images would then go to my professional photographer to be digitally photographed to the resolution specified to best be reproduced to the 16 x 18 foot banner. These photos then would be transferred to my graphic artist, who would then graphically implant them into the design, add the type if appropriate and then prepare the file to go to the printer.

Upon acceptance by the committee, I would be happy to work out any changes or additions to the project, necessary to complete the project to the vision that best suits the committee. With the panel design, the images can be reordered, new image created etc. i.e. we could replace the jazz band image with a country music band for the “Golden Entertainment” piece. Three to four panels seems to be the ideal amount to get a readable image in the space that we have provided.

I could provide pencil sketches of those changes before going to final. I have completed many private commissions and have always met or exceeded expectations.
December 11, 2014

Mr. John Conway  
Vice President, Regional Manager  
SP+  
1801 California Street, Suite 2775  
Denver, CO 80202  
C/O City of Golden

Re: City of Golden Clear Creek Garage  
Stair Tower Moisture Protection - Stair Enclosure Assessment

Dear John:

Walker Restoration Consultants (WALKER) is pleased to submit the following proposal to SP+ on behalf of the City of Golden (CLIENT) to provide engineering and architectural services. We are pleased with the opportunity to provide restoration services on this project for the City of Golden.

PROJECT UNDERSTANDING

The two stair towers servicing the Clear Creek Garage are experiencing significant deterioration due to exposure to the elements and winter maintenance. The stair towers are required to be maintained for safe egress from the garage. They are a vital component to the safe operation of the parking garage, but are currently experiencing accelerated deterioration and unsafe conditions.

The stair towers were constructed of steel pans with concrete fill on the treads and landings. They are exposed to the continuous application of deicing chemicals during the winter seasons and are currently showing corrosion of the steel pans, tread edges and risers. Moisture has infiltrated into the above referenced components and allowed corrosion byproduct to leach onto structural steel components of the stair towers, actively corroding completely through risers, treads and landings made of metal. Trip hazards are forming at the nosing creating potential risk to the CLIENT if left in current conditions.

The stair enclosures options would be of a steel and glass curtain wall design to closely resemble the existing East and North elevations of the parking structure. The design shall be a sustainable, low maintenance design with design considerations for interior wash down using pressure hose spray. Both open and full door enclosures will be considered in the design options that we will submit in the design analysis report.
The objectives of our services for the predesign assessment and design analysis report will be as follows:

- Perform a visual observation and limited measurements only of potential design issues such as existing concrete slab-on-grade, stair height restrictions, interior floor level landing and door enclosure restrictions, and enclosure drainage.
- Evaluate the impact of the observed conditions that is noted on design considerations, long-term durability, and service life of potential options of replacement stairs towers.
- Provide Building Code Analysis to identify potential design issues that may impact the renovations of the stair towers.
- Provide necessary recommendations for repairs of remaining structural elements of the parking garage and replacement of the stair towers.
- Provide an opinion of probable cost of the recommended restoration options.

PROPOSED SCOPE OF SERVICES

PREDESIGN ASSESSMENT AND DESIGN ANALYSIS REPORT

1. Meet with CLIENT representatives to review project objectives, to review the history of construction of the project, and to gain an understanding of any previous maintenance, repair attempts, or evaluations.

2. Using the original construction documents, subsequent testing information or evaluations, conduct a field review of each of the stair towers to verify typical as-built conditions and assess these conditions for design limitations to replacement stair tower options.

3. During the field assessment, observe and categorize the physical condition of the existing stair towers structural elements and related components. The examination will consist of:
   a. Visual observation of the stair tower framing, supports, stringers, treads, risers, metal pans, concrete surfaces and hand railings to assess the current condition of the components.
   b. Perform a visual observation only of other visible stair components including electrical conduit, light fixtures and signage.

4. Compile and review all field data and include related information in the design analysis report.

5. Review existing geotechnical reports, if made available, to assess the typical soil conditions affecting the stair tower and enclosure foundation design.

6. Additional testing of soils or materials is not included in this proposal, however, additional testing would be recommended prior to the development of the selected stair enclosure design and construction documents.
7. Review current International Building Code requirements and provide code comments and recommendations.

8. Prepare a design analysis report indicating findings, recommendations, priorities of repairs/replacement, discussion of options, and opinion of probable costs for each option. The design analysis report will present conceptual options (maximum of four) for the replacement and/or enclosure of the 2 existing stairs and stair towers. Each conceptual design option will include the stair framing construction material, stair tread materials, railing materials, basic electrical concept and also present conceptual enclosure design options.

9. Provide a summary analysis of the different structural systems presented in the design analysis report with regard to cost, constructability issues, service life, and future maintenance requirements.

10. Prepare a draft copy of the design analysis report for CLIENT review.

11. After receiving the summarized review comments from the CLIENT, prepare a final design analysis report and provide an electronic PDF color copy of the report.

PROFESSIONAL FEES AND EXPENSES

We propose to perform the Scope of Services on a lump sum fee plus expenses basis, as indicated in the table below and in accordance with the attached General Conditions of Agreement for Restoration Consulting Services.

<table>
<thead>
<tr>
<th>PROFESSIONAL FEES</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Predesign Assessment and Design Analysis Report</td>
<td>$14,500</td>
</tr>
<tr>
<td>Estimated Expenses</td>
<td>$300</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$14,800</strong></td>
</tr>
</tbody>
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Reimbursable expenses are in addition to fees and include 1.15 times the cost of travel and subsistence, toll telephone calls and fax transmissions, postage and overnight mail, reproductions, and similar project related costs.

SCHEDULE

We can discuss scheduling the field survey of the garage after receiving authorization to proceed. We are usually able to begin within two (2) weeks of notice of authorization dependent on weather conditions. The draft copy of the letter report would be completed and submitted for CLIENT review within three (3) weeks after the completion of the field survey. The final letter report can be completed one (1) week after CLIENT’S summarized review comments are received.
We look forward to working with SP+ and the City of Golden on this project. Please contact us at your convenience, at (303) 694-6622 if you happen to have any questions concerning our process for evaluation or this proposal.

Sincerely,

WALKER RESTORATION CONSULTANTS

Donald E. (Leo) Whiteley, P.E., Assoc. AIA, LEED AP
Restoration Consultant II

Enclosure: General Conditions of Agreement for Restoration Consulting Services

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

SP+
C/O CITY OF GOLDEN

Accepted by: ________________________________
Title: ________________________________
Date: ________________________________
SERVICES

Walker Restoration Consultants, as a Division of Walker Parking Consultants/Engineers, Inc. (WALKER) will provide the CLIENT professional services that are limited to the work described in the attached letter. Any additional services requested will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the CLIENT, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT.

PAYMENT FOR SERVICES

Prior to commencement of services the CLIENT agrees to make an Initial Payment to WALKER in an amount equal to 20% of the total fee or as stated in the attached letter. This amount will be credited to the last invoice(s) sent to the CLIENT.

WALKER will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, the CLIENT agrees to pay WALKER a monthly late charge of one and one half percent (1½%) per month of any unpaid balance of the invoice.

OWNERSHIP OF DOCUMENTS

All documents prepared or provided by WALKER are and remain the property of WALKER as instruments of service. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without WALKER’s specific written consent will be at CLIENT’s sole risk.

STANDARD OF CARE

WALKER will perform the services called for in the attached letter and this agreement in accordance with generally accepted standards of the profession. No other warranty, express or implied, is made. WALKER’s liability to CLIENT and all persons providing work or materials to this project as a result of acts, errors or omissions of WALKER shall be limited to the fee or $10,000, whichever is greater.

Any estimates or projections provided by WALKER will be premised in part upon assumptions provided by the CLIENT. WALKER will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, WALKER makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.
## PRINCIPALS
Senior Principal ........................................................................................................... $280.00
Principal ....................................................................................................................... $230.00

## PROJECT MANAGEMENT
Senior Project Manager ............................................................................................... $220.00
Project Manager II ..................................................................................................... $185.00
Project Manager I ....................................................................................................... $165.00
Assistant Project Manager ......................................................................................... $145.00

## PARKING CONSULTANTS
Senior Parking Consultant .......................................................................................... $220.00
Parking Consultant ..................................................................................................... $185.00
Parking Analyst / Planner .......................................................................................... $145.00

## DESIGN
Senior Engineer / Senior Architect ........................................................................... $180.00
Engineer II / Architect II ........................................................................................... $155.00
Engineer I / Architect I .............................................................................................. $135.00

## TECHNICAL
Senior Technician ......................................................................................................... $130.00
Project Technician ...................................................................................................... $115.00

## SUPPORT
Senior Administrative Assistant / Business Manager .................................................. $ 90.00
Administrative Assistant ............................................................................................ $ 70.00

Rates are subject to annual adjustment on January 1 each year.
# CURTAIN WALL ON TWO SIDES PLUS TOP LEVEL ENCLOSURE (PER STAIR)

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<thead>
<tr>
<th>WORK ITEM</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
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<tr>
<td>PART I: GENERAL REQUIREMENTS / PRELIMINARY MATTERS</td>
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<td>1.3 Concrete Shores and Reshores</td>
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<td>1.6 Elevation Survey</td>
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**ESTIMATED CONTRACTORS COST**: $ 171,719.60  
**10% OWNER’S CONTINGENCY**: $ 17,171.96  
**7% ENGINEERING & TESTING**: $ 12,020.37  

**ESTIMATED CONSTRUCTION COST**: $ 200,911.93
# CLEAR CREEK GARAGE - CITY OF GOLDEN

## CURTAIN WALL ON FOUR SIDES WITH ROOF (PER STAIR)

<table>
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<td>Replace with Punched Galvanized Steel Treads</td>
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**ESTIMATED CONTRACTORS COST**: $ 217,781.60

**10% OWNERS CONTINGENCY**: $ 21,778.16

**7% ENGINEERING & TESTING**: $ 15,244.71

**ESTIMATED CONSTRUCTION COST**: $ 254,804.47
Park Meadows Stairs
Reserve Your Spot for the Community Garden Next to Natural Grocers

Shannon Spurlock, Community Initiatives Coordinator at Denver Urban Gardens will give a brief presentation about how to register and what to expect when participating at the community garden.

When:
Wednesday, March 18
5:30 p.m. to 7:00 p.m.

Where:
Natural Grocers
2401 Ford Street
Golden, CO 80401

Questions:
Contact Aleah Menefee
303.384.8080
GURA@cityofgolden.net
GURA Community Mosaic Mural