

Town Of Nederland
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
NEDERLAND COMMUNITY CENTER 750 Hwy 72 Nederland, CO 80466
Conference Room

September 26, 2012 at 6:30 pm

Special Meeting AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PUBLIC COMMENT

D. CONSENT AGENDA

1. Approval of Warrants

E. ACTION ITEMS

1. Consideration of the contract for Design Services with Huitt-Zollars, Inc. for the NedPeds project.
2. Consideration of the preliminary budget for the NDDA for 2013
3. Consideration of the loan request to the BoT to access TIF Funds for the Design portion of the NedPeds project.

F. DISCUSSION ITEMS

1. Discussion of a budget item of \$5,000 for potential Brown Fields Applications within the DDA boundaries.
2. IGA between the Town and DDA regarding the governing of CDOT NedPeds funding.
3. Discuss a change to the November – Regular Meeting schedule.

G. OTHER BUSINESS (NEW)

H. ADJOURNMENT

The NDDA Board encourages citizen participation. Public hearings and the “unscheduled citizens” agenda item allow an opportunity to address the Board. Discussion is limited to 3 minutes and please address your comments to the Board. Thank you for your cooperation.

The NDDA Board may take action on any item included on this agenda, regardless of the heading under which such item appears. Discussion items may become action items if the Board determines that deferring final action on an item to a subsequent meeting is unnecessary or unwarranted and that taking immediate action does not compromise any third-party's rights.

The NDDA Board of Trustees meeting packets and agendas are prepared by Friday before the Tuesday meetings and are available on the NDDA website, www.neddda.org. Copies of the agendas and meeting packet are available at no cost via email from www.info@neddda.org. The information is reviewed and studied by the Board members, eliminating lengthy discussions to gain basic understanding. Short discussion on agenda items does not reflect lack of thought or analysis.

**TOWN OF NEDERLAND
DOWNTOWN DEVELOPMENT AUTHORITY**

WARRANTS

WARRANTS FOR DDA Meeting on 9/26

Date	Number	VENDOR	AMOUNT	DESCRIPTION
24-Sep	26690	Planetmind	\$ 119.88	DDA annual web hosting fee
24-Sep	26690	Patricia Everson	\$ 278.99	DDA reimbursement for office equipment
Total Non Payroll Warrants			\$ 398.87	

AGENDA INFORMATION MEMORANDUM NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: September 26, 2012
Initiated By: /s/ Alisha Reis, Town Administrator
Dept: NedPeds Project
Information _____ Discussion _____ Action ___X___

AGENDA ITEM:

Consideration of the contract for Design Engineering Services with Huitt-Zollars Inc. for the NedPeds Project

SUMMARY:

Denver-based engineering firm Huitt-Zollars has submitted a fee proposal for design work for the NedPeds multi-use pathway project, connecting the RTD Park-N-Ride with the Post Office and other facilities along the way.

The proposal includes all aspects of design on the main route, as well as several spurs connected to the main route, as well as environmental, right-of-way and other analysis required to meet CDOT regulations that govern the project.

Notice to proceed on the project was issued on Sept. 21, 2012 (attached).

ALTERNATIVES:

- 1) Recommend approval of the contract to the Board of Trustees
- 2) Recommend approval of the contract with changes
- 3) Decline to recommend approval of the contract

ATTACHMENTS:

- 1) Base contract and general scope (final fee proposal from Huitt-Zollars, to be attached to the contract, will be presented at Wednesday's meeting)
- 2) Project RFP
- 3) Project schedule (as of now, expected to be updated)
- 4) Project budget
- 5) Notice to Proceed from CDOT

FINANCIAL CONSIDERATIONS:

Funding for the project is contained in the DDA's 2012-2013 budget, based upon approval of the project by DDA voters in April 2012. The project is funded in part by a grant of federal transportation funds to the Town from DRCOG. DDA tax increment financing funds comprises the rest of the funding.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the Town of Nederland, a Colorado municipality (the "Town") and _____ ("Consultant").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town. 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 Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. REPORTS, DATA AND WORK PRODUCT

A. The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform the Scope of Services. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

B. Other than sharing information with designated third parties as previously directed by the Town, no project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. Consultant is specifically authorized to provide access to any books, documents, papers and records of the Consultant which are directly pertinent to the Scope of Services to any federal agency which has granted funds for the project, the Comptroller General of the United States, or any of their duly authorized representatives.

C. The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the Town upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

D. Upon request, Consultant shall provide to the Town electronic versions of all work product, in the format directed by the Town.

E. The Town shall retain records relating to this Agreement for three (3) years after final payment is made to Consultant pursuant to Section III below.

III. COMPENSATION

A. **See Exhibit A** for maximum compensation due to Consultant for each fiscal year falling within the term of this Agreement.

B. At intervals determined appropriate by Consultant, Consultant shall invoice the Town for services rendered. Upon receipt of such invoices, the Town shall make payment in full within thirty (30) days.

C. Notwithstanding the maximum amount specified in subsection A hereof, Consultant shall only be paid for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

IV. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms or individuals in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for costs caused by errors and omissions that fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than fifty percent (50%) ^[A1] of the work required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the Town a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the Town reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

V. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. At a minimum, and without limiting the scope of the foregoing Subsection A., Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain commercial general liability insurance and professional liability insurance (also known as "Errors and Omissions" insurance), each such policy with a minimum combined single limit of five hundred thousand (\$500,000) dollars each occurrence and one million dollars (\$1,000,000) general aggregate, applicable to all premises and operations. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the

Town may immediately terminate this Agreement, or at its discretion, the Town 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 Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

VI. GENERAL WARRANTY

N/A

VII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation or other employment-related claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Insurance coverage requirements specified by this Agreement shall in no way lessen or limit the liability of Consultant under the terms of this indemnification obligation.

VIII. TERMINATION

This Agreement shall terminate: (a) at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied or (b) upon the Town's providing Consultant with thirty (30) days advance written notice, whichever occurs first. After termination, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

IX. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

X. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any other provision of 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 a Town employee for any purposes.

XI. ILLEGAL ALIENS

A. Pursuant to C.R.S. § 8-17.5-102(1), Consultant hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

B. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement nor shall it enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. The Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

D. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

E. If the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall be required to: (a) notify the subcontractor and the Town within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to C.R.S. Section 8-17.5-102 (2) (III) (A) the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102 (5), C.R.S.

G. Any violation of subsections A through F above shall be deemed to be a material breach of this Agreement and the Town may immediately terminate this Agreement for cause. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the Town pursuant to C.R.S. Section 8-17.5-102(3) and the Town shall notify the office of the Secretary of State of such violation and termination.

XII. MISCELLANEOUS

A. Governing Law and 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 Boulder County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the Town, superseding all prior oral or written communications.

D. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Town or Consultant. The Consultant's services under this Agreement are being performed solely for the Town'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 Town and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The Town: Town of Nederland
Alisha Reis, Town Administrator
P.O. Box 396
45 W. First Street
Nederland, Colorado 80466

Consultant: Huitt-Zollars Inc.
Brian McLaren
4582 S. Ulster St.
Suite 240
Denver, Colorado 80237

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the parties.

H. Assignment. 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.

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. ARTICLE X, SECTION 20/TABOR. The parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Nederland and other applicable law. Notwithstanding any other provision of this Agreement concerning termination, upon the Town's failure to appropriate such funds, this Agreement shall automatically terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

TOWN OF NEDERLAND

Joe Gierlach, Mayor

ATTEST:

Teresa Myers, Town Clerk

CONSULTANT

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20__, by _____ as _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

Scope of Services
(ATTACH)

September 13, 2012

Town of Nederland
P.O. Box 396
Nederland, CO 80466

Attn: Ms. Alisha Reis
Town Administrator

Subject: **Nederland Pedestrian Enhancement Design (NedPed) and Nederland Pedestrian and Storm Water Management Improvement Project (Sidewalks Phase II)**
CDOT Project No. STU M935-003, CDOT Project Code 18952 (Region 4)
Project Scope and Fee Proposal

Dear Ms. Reis:

We appreciate the opportunity to partner with the Town of Nederland on this enhancement project that will improve the quality of life for the community.

Please find attached our proposed Scope of Services and Fee Proposal for the design phase of the project. The proposed Scope is based on the Scope included with the Request for Proposal and we have made some modifications based on our discussions on Monday, Sept. 10th. The Fee Proposal is based on the proposed Scope and lists the optional tasks separate from the Base Project.

In general, we have assumed that the initial design work will cover both the Base Project and the optional spur locations, at least through the preliminary design phase (FIR). This will allow us to evaluate and prioritize the optional elements for possible inclusion in the final design phase. The comments column of the Fee Proposal lists our assumptions in preparing the estimate. We have not included an estimate for Construction Administration services at this time, as it would make sense to have some further discussions to better define the scope of services for that portion of the work.

Please consider our proposal to be a Not-to-Exceed estimate, with monthly invoices that reflect the actual hours worked. We trust that you will find our proposal reasonable, and look forward to beginning work on this exciting and challenging project.

If you have any questions, please feel free to contact us at (303) 740-7325, fax (303) 224-9997 or e-mail: bmclaren@huitt-zollars.com and krkemper@huitt-zollars.com.

Cordially,



Brian D. McLaren, PE
Project Manager



Kim R. Kemper
Senior Vice President

GENERAL PROJECT SCOPE OF WORK

Purpose of the Project

The purpose of this project is to provide safe non-vehicular connections from the current downtown area to the area between the Post Office and the Library; enhance that corridor through storm water management, landscaping, pedestrian amenities, and other features, provide for the installation of additional crosswalks and generally enhance the area for the benefit of economic development and sustainability. This project is located adjacent to North Beaver Creek and the quality of the creek corridor and this project should only facilitate that enhancement.

Description of the Project

The project will consist of the design and construction of a new bicycle/pedestrian project consisting of a multi-use path for use by pedestrians and bicycles from East St. to approximately Jackson St., generally following Second Street (a portion of which is SH 72) and connecting the Post Office and proposed gateway park with the Nederland Public Library and the RTD park'n'Ride. The project will also include 20 bike racks (10 of which will be covered) and improvements to the existing bus stops. The project will also include curb and gutter, curb ramps, and crosswalk markings. The attached drawing (Figure 1) generally depicts the locations of the proposed improvements. The main or base project will consist of improvements in the east-west direction, generally along 2nd St. and East St. connecting the park'n'Ride with the Post Office. The lateral routes shown on Figure 1 will be considered as options that will be included as funding permits.

Drainage mitigation and conveyance are important aspects of the project. This will also require study for the stormwater runoff impacts. The final solution will be a design that mimics the natural systems as much as possible, resulting in a low energy system that will adapt and evolve as infrastructure expands over time.

Environmental Sensitivity

This project is located adjacent to North Beaver Creek. The sensitivity to this area is high. The Town is currently seeking grants to improve the quality of the creek corridor and this project should only facilitate that enhancement. There also may be historical considerations with existing buildings.

Right of Way and Access

The current situation for access allows for general un-mitigated access to and from the existing highway from the various parcels along the corridor. With the implementation of the walking pathways and the intersection improvements, the Town anticipates many impacts to all of the businesses and property owners. It is the NDDA's intent to mitigate these impacts through implementation of bio-retention areas, expansion and formalization of public parking areas and road crossings in the vicinity of the impacted areas, partial reconstruction for connections from private property to new improvements and access points, partial or full reconstruction of existing roadways and utility relocations to minimize land impacts. The consultant will coordinate and communicate with CDOT's access and ROW manager.

Implementation

A portion of this project will occur in an area of Town that is critical to the economic vitality of the Town and its businesses. As such, an important aspect of the design of the project will include detailed considerations and requirements for the maintenance of reasonable vehicle and pedestrian access to businesses during the construction phase. These considerations may include such items as temporary walkways, temporary traffic control, temporary access points, temporary crossings or other items identified for the area.



Figure 1

ROADWAY DESIGN AND CONSTRUCTION STANDARDS

All design and construction shall be done in accordance with the latest edition of the applicable standards including, but not limited to, the following:

- AASHTO Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- CDOT Design Guide
- CDOT Bridge Design Manual
- CDOT Drainage Design Manual
- CDOT Standard Specifications for Road and Bridge Construction
- CDOT M & S Standards
- Manual on Uniform Traffic Control Devices (MUTCD)
- Urban Storm Drainage Criteria Manual
- Town of Nederland Storm Drainage Criteria and Construction Standards Town of
- Nederland Commercial Design Standards
- Town of Nederland Municipal Code
- The Sustainable Sites Initiative Manual
- EPA's Green Infrastructure in Arid and Semi-Arid Climates

The Town of Nederland shall resolve conflicts in criteria.

AGENCIES AND STAKE HOLDERS

- Colorado Department of Transportation
- Denver Regional Council of Governments
- Town of Nederland Board of Trustees
- Town of Nederland Planning Commission
- Town of Nederland Appointed Boards and Commissions
- Town of Nederland Public Works Department
- Residents of nearby neighborhoods
- Adjacent businesses
- Boulder County
- Xcel Energy
- Utility Companies

CONSULTANT PROVIDED SERVICES

The consultant will work closely with the Town of Nederland and Nederland Downtown Development Authority to perform the work necessary to create conceptual, preliminary and final plans, right of way documents, studies and clearances and specifications for this project based on standard CDOT formats.

1. Site Visits for Pre-design and Design Services

2. Pre-design Meeting
 - Assist in conducting a pre-design meeting with the DAT.
 - Solicit input from all concerned Agencies.
 - Prepare minutes from meetings and distribute to all attendees.
3. Professional Design Survey (Topographic and boundary survey to be supplied by the Town of Nederland and the NDDA. Survey will be tied to CHARN.)
 - Secure all available existing data that will aid in survey.
 - Establish vertical and horizontal control points.
 - Obtain necessary permission to enter private and public lands for survey purposes.
 - Prepare and transmit project notification to utilities with a request to identify and mark existing and proposed facilities.
 - Perform utility pot-holing for locations that are identified as potential conflicts.
 - Identify conflicting right of way and boundary conditions in design corridor.
4. Geotechnical and Soils Investigation
 - Work with Nederland Public Works and NDDA to determine requirements for test hole locations.
 - Collect soil samples and test for:
 - Classification
 - Maximum Density and Optimum Moisture
 - Resistance Value
 - Consolidation/Swell
 - Water Soluble Sulfates
 - Prepare and submit a soils investigation report which presents test results and addresses roadway subsurface conditions, pavement design with recommendations to the Town and NDDA for review. All design in accordance with CDOT criteria, even for connection and/or reconstruction of existing roads.
5. Initial Hydrologic/Hydraulic Investigation
 - Locate culvert and storm sewer pipes and determine invert elevations.
 - All hydraulic investigation to be reviewed by Nederland Public Works.
6. Initial Roadway, Intersection and Enhancement Design
 - Prepare concept plan level roadway, intersection, and enhancement design plans.
 - Include information sufficient to determine access issues and considerations, cross sections of proposed improvements, areas of significant reconstruction, major utility relocations or impacts.
 - Provide a full color board of the project corridor with the concept design overlain for presentation, including a pdf of the map.
7. Utility Coordination
 - Identify existing utility providers and create master contact list including main contact, phone number and emergency contacts.
 - Identify potential conflicts with existing utilities.

- Research for other existing or future utilities in the area.
 - Determine the necessary requirements for existing and future utilities.
 - Begin coordination with utility companies for relocation of utilities.
 - Perform utility pot-holing for locations that are identified as potential conflicts.
 - Secure and provide copies of maps from utility providers.
 - Provide a utility report including maps, memos, descriptions, communications, and exhibits in hard copy and pdf.
8. Preliminary Right of Way and Easement Documents – No right-of-way acquisitions or easements are anticipated as part of this work. The following will only be required should acquisitions or easements become necessary.
- *Based on the design, prepare preliminary right of way acquisition maps, easement maps and all other exhibits and descriptions necessary to begin the acquisition process. Provide appraisal of the lands by a CDOT-approved appraiser.*
 - *Provide a full report to the Town and NDDA in hard copy and pdf format.*

9. Environmental Requirements

The consultant will be responsible for preparing documents in accordance with requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA). The project will likely qualify as a Categorical Exclusion for NEPA documentation.

Documents required in the following sections will be presented to the Town and CDOT for review and then submitted to FHWA or appropriate agency for clearance.

- Threatened and Endangered (T & E) Species
 - If it is determined that the habitat for any threatened or endangered (T & E) species could potentially occur at the project site, a biologist qualified to conduct T & E assessments and/or surveys will need to be retained. It will be the biologist's responsibility to follow all federal and state guidelines developed for the species of concern, including any applicable permits needed to conduct such activities.
- Wetlands
 - If it is determined that wetlands exist within the project area, a wetland ecologist or other qualified person will conduct a wetland determination and if needed, a wetland delineation. The wetland delineation shall be conducted according to the guidelines outlined in the 1987 Corps of Engineers (Corps) Wetland Delineation Manual. Wetland boundaries will be surveyed into the project plan sheets, and temporary and/or permanent impacts determined. If the wetlands are jurisdictional, project activities will be subject to Section 404 permitting through the U.S. Army Corps of Engineers. If a Section 404 permit is required, the applicant will be responsible to ensure all conditions of the permit are adhered to, including preparation of a mitigation plan.
 - A Wetland Findings Report will be prepared for CDOT approval for permanent impacts of 500 square feet or temporary impacts of 1000 square feet which includes wetlands not regulated by the Corps. The Report will include a detailed mitigation plan

and unless otherwise noted, mitigation will be at a 1:1 ratio. All mitigation requirements will be coordinated through the CDOT Region 4 biologist.

- Noxious Weed Survey
 - A noxious weed survey will be completed.
- Hazardous Materials
 - An initial site assessment will be conducted to determine if any hazardous materials may exist in the project area.
- Storm Water Discharge Permit Associated with Construction Activities
 - During construction, if one acre or more of earth disturbance is anticipated, a CDPS permit is required. A Storm Water Management Plan (SWMP) is one of the requirements for the CDPS permit. All SWMP's must be approved by CDOT.

10. Preparation of the Field Inspection Review (FIR)

- Coordinate, complete and compile the plan inputs from the Town, CDOT and other Local Agencies.
- Prepare preliminary specification packet based on the FIR plans.
- Prepare the preliminary cost estimate for the work described in the FIR plans based on estimated quantities.
- The FIR plans shall comply with CDOT requirements and be in CDOT plan format.
- The ROW Ownership Map shall be included in the FIR plan set.
- The construction phasing and the preliminary traffic control plans will be included in the FIR plan set.
- The FIR plan set will be submitted to the Town for a preliminary review prior to the FIR.
- Print and provide six copies of the preliminary plans and specs to the Town of Nederland and 10 copies to CDOT.

11. Field Inspection Review (FIR)

- Attend the FIR.
- The FIR meeting minutes shall be prepared by the Consultant, approved by the Town and distributed as directed.
- Design decisions concerning questions raised by the FIR will be resolved in cooperation with the Town and NDDA. The Consultant shall document the decision and transmit the documentation to the Town and NDDA for approval.
- A list of all deviations from standard design criteria along with the written justification for each one shall be submitted to the Town Engineer and subject to CDOT review and approval.

12. Final Hydraulic Design

- Review data and information developed from the preliminary hydraulic investigation and updates in accordance with Field Inspection Review comments.
- Prepare final hydraulic report and submit to the Town for approval. The report shall be prepared in CDOT format, as per the CDOT Drainage Design Manual.
- Prepare and obtain appropriate floodplain permit(s) from the floodplain administrator.

13. Final Roadway, Intersection and Enhancement Design

- Revise and incorporate any FIR comments that affect the crossings.
- Complete plan drawings and revise as necessary to include decisions made during the FIR.

14. Utility Relocation Coordination

- Identify final utility relocation needs.
- Schedule and coordinate meetings with impacted utilities and Town.
- Coordinate and schedule required utility relocations with utilities that are not part of the construction project, such as Xcel, REA or Town of Nederland.

15. Identification of Property Owners and Right-of-Way Plans (Only required if acquisition or easements become necessary)

- Follow the Uniform Act throughout the ROW process.
- Identify parcels, easements and existing right-of-way. A Standard Ownership and Encumbrance Report may be required.
- Perform title searches as required.
- Determine new right-of-way and temporary easement requirements if necessary.
- Prepare separate right of way plan sheet(s) according to CDOT standards. Show all property owners, boundaries, easements and existing and proposed right-of-way lines for full length of project. All lines shall show bearing and length.
- Prepare separate right-of-way / easement / ownership maps and exhibits for each parcel requiring right-of-way and temporary easement acquisition (including name, book and page, reception number and area acquired in acres).
- Write legal descriptions for all new permanent right-of-way acquisitions required.
- Prepare survey plat if necessary to satisfy requirements of C.R.S. 38-51-107. All survey monumentation, either found or set shall meet all the requirements of current CRS and CDOT.

16. Preparation of Traffic Control Plan (TCP)

- Review construction plans.
- Prepare permanent and construction TCP, including the plans necessary for interim and temporary pedestrian crossings, access modification and parking provisions for the businesses impacted by the project.
- Tabulate signing items necessary to support the TCP and include in the Final Office Review Plans.

17. Preparation of the Final Plans, Specifications and Estimate

- Obtain standard details and standard special provisions from the Town and CDOT.
- The consultant will be responsible for recommending and providing any necessary CDOT standard or project special provisions for the project. Specific project special provisions may have to be written by the consultant to cover unique or special situations for this project. These shall be sent to the Town by e-mail in Microsoft Word format.
- Revise all plan sheets and design notes to reflect any deficiencies found in the design and detail checks.
- Prepare all drawings in accordance with current CDOT standards.
- Prepare the engineer's estimate. Item numbers, descriptions, units, quantities and extensions will be submitted in a format acceptable to the Town and CDOT.
- Prepare the final special provision package.
- Submit plans, Special Provisions and Estimate for review (6 sets to the Town and 10 sets to CDOT). Plan sets shall be half-size.

18. Independent Design, Detail and Quantity Check

- Perform independent detail check and design check from plans.
- Revise all plan sheets and design notes to reflect any deficiencies found in the design and detail check.
- Check quantities.

19. Final Office Review (FOR)

- Assist in conducting the FOR meeting.
- The FOR meeting minutes shall be prepared by the Consultant, approved by the Town Engineer and distributed as directed.

20. Final Plan Review

- The FOR original plan sheets and the specifications shall be revised in accordance with the FOR meeting comments and submitted to the Town Engineer within one week after the FOR.
- The final review of the plans by CDOT may require final revision of the plans which shall be done by the Consultant.
- The bid plan construction contract package shall consist of the revised FOR plans and will completely describe the work required to build the project including project dated special provisions and detailed quantities.

21. Final Submittals

- Submit a half-size (bond paper) final plan set master for photocopying for bidding and construction plans.
- Submit two additional bond paper final plan record drawing sets with the design engineer's seal and signature on each page.
- Submit one full-size set of plans on bond.
- Submit an electronic copy of all drawings in AutoCAD and Adobe PDF formats to the Town of Nederland on CD.

- Submit one set of quantity calculations to the Town of Nederland in MS Excel format.
- Submit a CD with all other computer input and output files used in the project design to the Town of Nederland, generally as noted above.
- Submit the following specification packet and plans to CDOT: 7 sets of 11" x 17" plans and 1 set of an 8.5" x 14" sealed record plan set, stamped with the engineer's number and signature on every page and 8 sets of special provisions (1 set shall have the index pages signed and sealed by the PE).

22. Pre-Bid

- Prepare pre-bid agenda and attendance form.
- Conduct the pre-bid meeting with contractors.
- Prepare and issue pre-bid meeting minutes.
- Prepare and issue Bid Document Addendums, Town to coordinate addendums with CDOT.

23. Construction Services

- There is a possibility for construction services, dependent upon Policy Memo 23 approval from CDOT.

24. Project Coordination – The consultant will work with the Town in the following areas:

- Periodic submittal and review of conceptual designs and plan formats during design to assure that plans will meet Town and CDOT standards.
- The consultant will be required to attend several Town Board Meetings and Public Meetings in the Town of Nederland to assist in explaining the project and answering questions. Two BOT meetings and two Public Meetings are anticipated.
- The consultant will be required to lead and conduct meetings with the Design Advisory Team for this project. This team is a community-based effort to involve those directly affected by the project to voice their concerns. The DAT will then conduct Public Meetings to educate the community and receive input on the Design. Five DAT meetings are anticipated.
- The consultant will be required to lead the project through the Nederland Public Process (NPP). See Exhibit "C"
- The consultant will need to provide the following:
 - Monthly status reports.
 - Design schedule with updates as required.
 - Minutes of meeting.

25. Excluded Services

Huitt-Zollars, Inc. shall not be required to furnish any legal or accounting advice or service, nor is the training of operating personnel included in this Agreement. Test pits, material and equipment operating tests and other special consulting services including, but not limited to, asbestos, hazardous and toxic materials management are not included within this Agreement.

26. Client Provided Services

The Town shall provide Huitt-Zollars with the following:

- Access to project sites
- Meeting space for project and public meetings
- Topographic and boundary surveys

Town of Nederland
 Nederland Pedestrian Enhancement Storm Water Management Improvement Project
 Design Services

Huitt-Zollars, Inc.
 Fee Proposal

Task	Workhours										Cost				Comments
	PIC	Project Mgr.	Sr. Engr.	Proj. Engr.	Sr. Land. Arch.	EI	Sr. CADD Tech.	CADD Tech.	Admin. Ass't.	Total	Labor	Direct Expense	Sub Consultant	Total	
Design Services	\$200.00	\$180.00	\$160.00	\$115.00	\$115.00	\$90.00	\$75.00	\$65.00	\$65.00						
Base Project															
1. Site Visits - Pre-design & Design Services		8		8						16	\$ 2,360	\$ 100		\$ 2,460	4 visits @ 2 hours each
2. Pre-Design Meeting		4	2	2					2	10	\$ 1,400			\$ 1,400	
3. Professional Design Survey				2						4	\$ 360			\$ 360	Survey work by Flagstaff Surveying
4. Geotechnical & Soils Investigation		2	2							4	\$ 680		\$ 6,600	\$ 7,280	Includes 10 pavement borings and 2 retaining wall borings
5. Initial Hydrologic/Hydraulic Investigation		4	16	16		24		16	4	80	\$ 8,580			\$ 8,580	
6. Initial (concept level) Design		8	16	30	20	30	4	20	8	136	\$ 14,570			\$ 14,570	
7. Utility Coordination		4		8		20			4	36	\$ 3,700	\$ 11,700		\$ 15,400	Includes potholing for 16 locations with traffic control
8. Preliminary Right-of-Way & Easement Documents										0	\$ -			\$ -	None Anticipated - See Optional Tasks
9. Environmental Requirements		2		2						4	\$ 590			\$ 590	
Wetlands Delineation & Report										0	\$ -		\$ 4,600	\$ 4,600	
Section 404 Permit										0	\$ -		\$ 3,500	\$ 3,500	Assumes mitigation plan is not required
Threatened & Endangered Species Clearance										0	\$ -		\$ 2,000	\$ 2,000	
Noxious Weeds										0	\$ -		\$ 1,350	\$ 1,350	
Initial Site Assessment										0	\$ -		\$ 2,450	\$ 2,450	Assumes that a Phase II Environmental Site Assessment is not required
Wildlife (SB 40) Certification										0	\$ -		\$ 3,800	\$ 3,800	
Storm Water Discharge Permit										0	\$ -		\$ 2,700	\$ 2,700	
10. Preparation of FIR Documents		4		20	8	20	2	20		74	\$ 7,190			\$ 7,190	
11. Field Inspection Review (FIR) Meeting		4		4					2	10	\$ 1,310	\$ 100		\$ 1,410	
12. Final Hydraulic Design		2		16		16		8	2	44	\$ 4,290			\$ 4,290	
13. Final Roadway, Intersection & Enhancement Design		4		30		30		20		84	\$ 8,170			\$ 8,170	
14. Utility Relocation Coordination		2				16			2	20	\$ 1,930			\$ 1,930	
15. Identification of Property Owners & Right-of-Way Plans						8		8		16	\$ 1,240			\$ 1,240	Ownership Identification - no ROW acquisition is anticipated
16. Preparation of Traffic Control Plans		2		4		8		16	2	32	\$ 2,710			\$ 2,710	
17. Preparation of Final Plans, Specifications & Estimate (Main Project)		4		24	16	30		30	4	108	\$ 10,230			\$ 10,230	
18. Independent Design, Detail & Quantity Check	8			8		8			4	28	\$ 3,500			\$ 3,500	
19. Final Office Review (FOR)		4		4					2	10	\$ 1,310	\$ 100		\$ 1,410	
20. Final Plan Review		2		2						4	\$ 590			\$ 590	
21. Final Submittals		4		16		16		16		52	\$ 5,040			\$ 5,040	
22. Pre-Bid Services		4		6		6			2	18	\$ 2,080			\$ 2,080	
23. Construction Period Services										0	\$ -			\$ -	See Optional Tasks
24. Project Coordination		28	12	12	8				16	76	\$ 10,300	\$ 300	\$ 5,660	\$ 16,260	Includes 2 BOT meetings, 2 Public Meetings and 5 DAT meetings
Biomimicry Workshop				20						20	\$ 2,300			\$ 2,300	Assumes 12 hours classroom plus 1 day-long session
Base Project Total	8	96	48	234	52	232	6	156	54	886	\$ 94,430	\$ 12,300	\$ 32,660	\$ 139,390	
Optional Tasks															
Final Design for Spur Segments	4	12		24	16	40	4	30	4	134	\$ 13,670			\$ 13,670	
Environmental Clearance for Spur Segments										0	\$ -		\$ 3,900	\$ 3,900	
Wetlands Delineation & Report										0	\$ -		\$ 3,600	\$ 3,600	
Section 404 Permit & Mitigation Plan										0	\$ -		\$ 1,100	\$ 1,100	
Threatened & Endangered Species Clearance										0	\$ -		\$ 2,700	\$ 2,700	Only required if project impacts exceed 1 acre
Storm Water Discharge Permit										0	\$ -		\$ 9,400	\$ 9,400	Required if permanent wetland impacts exceed 500 sq. ft.
Wetland Findings Report (Base Project)										0	\$ -		\$ 4,150	\$ 4,150	If required for the USACE Nationwide Permit
Wetlands Report Mitigation Plan										0	\$ -		\$ 17,000	\$ 17,000	Only required if acquisition or easements are required, provides for 4 parcels
Right-of-Way Acquisition Documents										0	\$ -				
Construction Administration Services															

Town of Nederland
45 West First Street
P O Box 396
Nederland, Colorado 80466

July 20, 2012

Nederland Pedestrian Enhancement Design (NedPed) and Nederland Pedestrian and Storm Water Management Improvement Project (SIDEWALKS PHASE 2)

CDOT Project No. STU M935-003
CDOT Project Code 18952
Region 4

ORGANIZATION OF REQUEST

Public Notice for Professional Consultants

Definitions

Project Requirements

UDBE Goal

Selection Process

Town Schedule for Consultant Selection

General Project Scope of Work

Design Standards and Specifications

Agencies and Stake Holders

Consultant Provided Services

UDBE Definitions and Requirements

Exhibits

PUBLIC NOTICE FOR PROFESSIONAL CONSULTANTS

The Town of Nederland, Colorado is seeking Statements of Interest and Work Plans for the design and construction of a new bicycle/pedestrian project consisting of a multi-use path for use by pedestrians and bicycles from East St. to approximately Jackson St., generally following Second Street (a portion of which is SH 72) and connecting the Post Office and proposed gateway park with the Nederland Public Library and the RTD Park'n'Ride. The project will also include 20 bike racks (10 of which will be covered) and improvements to the existing bus stops. The project will also include curb and gutter, curb ramps, and crosswalk markings.

Description of Work

This request is for design and related services only as further described in this request. The work requested is to provide design and consulting services for the enhancement of the existing SH 72 (at approximately Jackson St.) east to Second Street on to East St. and the Post Office.

The overall project is focused on the design for the enhancement of the multi-modal aspects of the corridor including the need for new walkways and non-vehicular road crossings; expanded and formalized parking areas on public rights of way; adjustments to private parking areas within public rights of way and within temporary easements; provisions for drainage and storm water management facilities including water quality enhancement; utility relocations (if needed) and other appurtenant items.

The work will also include the collection of data and mapping of existing rights of way, easements, utilities and other topographic features necessary to support the design. The extent of the mapping will be determined during the initial phases of the design work, but generally include the corridor described, plus immediate areas to facilitate roadway connections and drainage improvements. The mapping of the area is critical to the work as there will be impacts to existing property owners and careful assessment of those impacts will be critical to the on-going economic prosperity of the Town and its businesses and residents.

The project will also involve community relations for those property owners and businesses impacted by the design. The Town, The Nederland Downtown Development Authority, and the Design Advisory Team for the NDDA will be involved with this process.

Right of way and easement acquisition might be necessary for the project. The scope of work also includes the necessary documentation and assessments for the acquisition of these items in accordance with The Federal Uniform Act and CDOT requirements. The Town and NDDA will also participate in this activity.

Drainage mitigation and conveyance are important aspects of the project. This will also require study for the stormwater runoff impacts. The final solution will be a design that mimics the natural systems as much as possible, resulting in a low energy system that will adapt and evolve as infrastructure expands over time.

The design efforts are expected to result in a complete and well thought out plan for the construction of the improvements. An important part of the plan will be consideration of the Sustainability Resolution (Exhibit A) and the Board of Trustees-adopted Envision 2020 document (Exhibit B), as well as a Needs Statement and Defined Objectives (Exhibit D). These

efforts will include a complete and ready to bid project compliant with requirements established by CDOT and the Town and as further described by this request.

Anticipated Duration

It is anticipated that the design portion of the project will last 6-9 months.

Responsibilities of Consultant

The Consultant selected for the project will at a minimum be required to perform the following services:

- Work with the Town staff, Nederland Downtown Development Authority, the Design Advisory Team, and the Colorado Department of Transportation to define the standards for the design of the enhancements. The consultant will be relied upon to provide examples, exhibits, diagrams or other documents to support the standards presented.
- Create a presentation document and PowerPoint presentation of the standards for presentation to the Nederland Planning Commission, Board of Trustees, and NDDA, each of which will be provided to the Town in their created format.
- Work with the Design Advisory Team to attend public informational and educational sessions including, but not limited to, an EPA sponsored workshop on biomimicry (See Exhibit “E”).
- Create and update design schedules; track and provide reports of design fee expenditures and provide reports; provide bi-weekly project status updates that include completed items from the previous periods, items currently underway, upcoming items and any critical path or critical issue items.
- Collect data of existing land, topographical, hydrological, and biological conditions including easements, rights of way, existing above and below ground features utilizing a topographical and boundary survey provided by the Town of Nederland and the NDDA. Create maps of those findings and a report that is provided to the Town in paper and pdf format, with a digital version of all mapping, exhibits and legal descriptions in their created formats.
- Meet with the Town, NDDA, Design Advisory Team, and State regarding the project at various phases, as needed, and provide reports of the meetings.
- Meet with stakeholders and define requirements and issues and provide a report to the Town and NDDA including resolutions and requirements, specifically focused on implications to the design of the project.
- Prepare exhibits and other documents to support the negotiations with property owners whose current site amenities overlap into the right of way, or are otherwise impacted by this project.
- Work with Town staff to integrate the design with other projects, goals or needs of the Town and NDDA.
- Prepare necessary designs, documents, reports, agendas, exhibits, documents or other items to successfully complete the anticipated land acquisitions, easement acquisitions; and design of the enhancements.

Responsibilities of Town

The Nederland Downtown Development Authority, as well as the Town of Nederland, will be an active participant in the project. It is expected that the selected consultant will work closely with the Town Administrator, Public Works Manager, Sustainability Advisory Board, and

representatives of the NDDA and DAT. The involvement of each of these parties is not yet fully defined, but will need to be integrated into the process.

DEFINITIONS

Town	Town of Nederland, Colorado including any staff, departments or boards
State	State of Colorado – Generally referring to any departments listed
CDOT	Colorado Department of Transportation – Agency overseeing that project scope is adequately addressed
Request	Request for Statement of Interest/Work Plan – Document being requested

ABBREVIATIONS

BOT	Board of Trustees of the Town of Nederland
NDDA	Nederland Downtown Development Authority
DAT	Design Advisory Team
SAB	Sustainability Advisory Board

PROJECT REQUIREMENTS

In addition to the standard contract language and requirements, the following will be included in the Consultant Contract:

The design work under this Agreement shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

This project is partially funded by the Transportation Enhancement program and includes federal aid money.

The prime firm of each team must be on CDOT's list of prequalified consultants August 1, 2012. Prequalification must be done in accordance with CDOT rules and regulations.

CDOT, Town of Nederland, and the Nederland Downtown Development Authority shall be added as additionally insured in the Certificate of Insurance.

UDBE GOAL:

The Town of Nederland and CDOT have determined the contract goal for UDBE participation in this contract will be met with certified DBE's who have been determined to be underutilized on professional services contracts. At this time, all DBE's will be considered to be UDBE's. The UDBE goal for this project is:

00%

The type of compensation on this contract is anticipated to be a Cost plus fixed fee, subject to further review by the Town of Nederland.

The Town of Nederland reserves the right to reject any or all proposals, to further negotiate with the successful proposer and to waive informalities and minor irregularities in proposals received, and to accept any portion of the proposal if deemed to be in the best interest of the Town of Nederland to do so.

The Town of Nederland assumes no obligation of any kind for expenses incurred by any respondent to this solicitation.

PROCEDURE FOR PROPOSAL SUBMISSION

The Town will be receiving sealed proposals at Town Hall, 45 W. 1st St. Nederland, CO. 80466, until 4:00 pm (MST), Friday August 17, 2012 at which time proposals will be registered but not publicly opened. For mail deliveries, the address is P.O. Box 396, Nederland, CO, 80466

Eight (8) copies of the proposals are requested for the selection committee consisting of representatives of the Town of Nederland, CDOT, and the Nederland Downtown Development Authority. The proposals should also be made available in pdf format. The selection committee will prepare a short list of consultants by Friday, August 24, 2012.

The Town of Nederland will not accept any statements of interest/work plans received after the time and date specified. Submittals after this time will be rejected. The statement of interest/work plan should comply with the format and page limits of CDOT's standardized SOI/WP format (<http://www.coloradodot.info/business/consultants/submitting-a-bid>). Refer to CDOT's SOI/WP instructions. The Town of Nederland will use the criteria described in the RFP for the final selection. Failure to follow the required format as provided in the statement of interest/work plan instructions may result in your submittal being rejected.

SELECTION PROCESS

The selection committee may use other information in addition to the Qualifications Submittal. This information will include any available performance evaluations of work done by the consultant respondent for the State and others. In accordance with Colorado Statutes 24-30-1403 C.R.S. as amended, the volume of work previously awarded to the respondent by the State may also be considered.

From the submittals received, the selection committee will develop a short list of qualified respondents. All firms submitting qualifications will be notified in writing regarding the results of the short-list action. Firms failing to meet the minimum required qualifications will not receive further consideration. After developing a short list, the committee will conduct interviews if necessary, with the consultants on the list and will make a selection of the preferred consultant using the following criteria for final selection:

Project Team (15%)

- Qualifications and abilities of professional personnel
- Experience on similar projects as a team
- Commitment of key members to project

Firm Capability (15%)

- Firm's size, organizational structure and flexibility
- Production facilities
- Firm's technical disciplines and capabilities of sub-consultants on team

Past performance on similar projects (15%)

- Demonstrated ability to control costs
- Demonstrated ability to meet schedule
- Demonstrated ability to do quality work

Location of Office (10%)

- Team’s work location relative to the project location

Project Goals (10%)

- Firm’s demonstrated clear understanding of the project goals

Project Control (10%)

- Cost Control Measures
- Quality Control Measures
- Schedule

Project Concept (15%)

- Has the firm formulated a successful approach to the project?
- Where appropriate, are possible design alternatives suggested?
- Where appropriate, has the firm exhibited sensitivity to public concerns on previous projects?

Underutilized Disadvantaged Business Enterprise (10%)

- Has the UDBE goal been met?

NOTE: Firms submitting a Statement of Interest/Work Plan (SOI/WP) must, in their submitted SOI/WP, expressly commit, and identify by name, key employees of their own staff, as well as of the staffs of the sub-consultants on their teams, to be available to do the Work.

Per CRS 24-30-1401, cost shall not be considered as a factor in the evaluation of professional consultant services.

The Town of Nederland is committed to the environment. Consulting firms are encouraged to submit their SOI on 2 sided format, rather than one sided only and to provide pdf files of their SOI.

TOWN SCHEDULE FOR CONSULTANT SELECTION

The Town of Nederland has established an outline schedule for consultant selection. This outline schedule is established in order to adhere to the commitments the Town has entered into with DRCOG and CDOT in order to secure funding for the project.

PREPARATION OF THE RFP

- Submit RFP package to CDOT for review 6/25/12
- Obtain final comments from CDOT 7/25/12
- RFP ready for advertisement 7/20/12

PUBLIC NOTICE PHASE

- 1st advertisement (3 weeks) 7/26/12

SELECTION PHASE

- Submit SOI/WP 8/17/12
- Selection board meeting 8/22/12
- Short List Notification 8/24/12
- Final Selection Interviews 8/27/12-8/30/12

- Staff selection approval 8/31/12
- Notification 8/31/12

NEGOTIATION PHASE

- Submit financial package 9/7/12
- Cost negotiation meeting 9/13/12

FINAL CONTRACT PHASE

- Contract approval/execution 9/18/12
- Notice to proceed 9/19/12

GENERAL PROJECT SCOPE OF WORK

Purpose of the Project

The purpose of this project is to provide safe non-vehicular connections from the current downtown area to the area between the Post Office and the Library; enhance that corridor through storm water management, landscaping, pedestrian amenities, and other features, provide for the installation of additional crosswalks and generally enhance the area for the benefit of economic development and sustainability. This project is located adjacent to North Beaver Creek and the quality of the creek corridor and this project should only facilitate that enhancement.

Environmental Sensitivity

This project is located adjacent to North Beaver Creek. The sensitivity to this area is high. The Town is currently seeking grants to improve the quality of the creek corridor and this project should only facilitate that enhancement. There also may be historical considerations with existing buildings.

Right of Way and Access

The current situation for access allows for general un-mitigated access to and from the existing highway from the various parcels along the corridor. With the implementation of the walking pathways and the intersection improvements, the Town anticipates many impacts to all of the businesses and property owners. It is the NDDA’s intent to mitigate these impacts through implementation of bio-retention areas, expansion and formalization of public parking areas and road crossings in the vicinity of the impacted areas, partial reconstruction for connections from private property to new improvements and access points, partial or full reconstruction of existing roadways and utility relocations to minimize land impacts. The consultant will coordinate and communicate with CDOT’s access and ROW manager.

Implementation

A portion of this project will occur in an area of Town that is critical to the economic vitality of the Town and its businesses. As such, an important aspect of the design of the project will include detailed considerations and requirements for the maintenance of reasonable vehicle and pedestrian access to businesses during the construction phase. These considerations may include such items as temporary walkways, temporary traffic control, temporary access points, temporary crossings or other items identified for the area.

ROADWAY DESIGN AND CONSTRUCTION STANDARDS

All design and construction shall be done in accordance with the latest edition of the applicable standards including, but not limited to, the following:

- AASHTO Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- CDOT Design Guide
- CDOT Bridge Design Manual
- CDOT Drainage Design Manual
- CDOT Standard Specifications for Road and Bridge Construction
- CDOT M & S Standards
- Manual on Uniform Traffic Control Devices (MUTCD)
- Urban Storm Drainage Criteria Manual
- Town of Nederland Storm Drainage Criteria and Construction Standards Town of Nederland Commercial Design Standards
- Town of Nederland Municipal Code
- The Sustainable Sites Initiative Manual
- EPA's Green Infrastructure in Arid and Semi-Arid Climates

The Town of Nederland shall resolve conflicts in criteria.

AGENCIES AND STAKE HOLDERS

- Colorado Department of Transportation
- Denver Regional Council of Governments
- Town of Nederland Board of Trustees
- Town of Nederland Planning Commission
- Town of Nederland Appointed Boards and Commissions
- Town of Nederland Public Works Department
- Residents of nearby neighborhoods
- Adjacent businesses
- Boulder County
- Xcel Energy
- Utility Companies

CONSULTANT PROVIDED SERVICES

The consultant will work closely with the Town of Nederland and Nederland Downtown Development Authority to perform the work necessary to create conceptual, preliminary and final plans, right of way documents, studies and clearances and specifications for this project based on standard CDOT formats.

1. Site Visits for Pre-design and Design Services

2. Pre-design Meeting

- Assist in conducting a pre-design meeting with the DAT.
- Solicit input from all concerned Agencies.
- Prepare minutes from meetings and distribute to all attendees.

3. Professional Design Survey (Topographic and boundary survey to be supplied by the Town of Nederland and the NDDA. Survey will be tied to CHARN.)
 - Secure all available existing data that will aid in survey.
 - Establish vertical and horizontal control points.
 - Obtain necessary permission to enter private and public lands for survey purposes.
 - Prepare and transmit project notification to utilities with a request to identify and mark existing and proposed facilities.
 - Perform utility pot-holing for locations that are identified as potential conflicts.
 - Identify conflicting right of way and boundary conditions in design corridor.

4. Geotechnical and Soils Investigation
 - Work with Nederland Public Works and NDDA to determine requirements for test hole locations.
 - Collect soil samples and test for
 - Classification
 - Maximum Density and Optimum Moisture
 - Resistance Value
 - Consolidation/Swell
 - Water Soluble Sulfates
 - Prepare and submit a soils investigation report which presents test results and addresses roadway subsurface conditions, pavement design with recommendations to the Town and NDDA for review. All design in accordance with CDOT criteria, even for connection and/or reconstruction of existing roads.

5. Initial Hydrologic/Hydraulic Investigation
 - Locate culvert and storm sewer pipes and determine invert elevations.
 - All hydraulic investigation to be reviewed by Nederland Public Works

6. Initial Roadway, Intersection and Enhancement Design
 - Prepare concept plan level roadway, intersection, and enhancement design plans. Include information sufficient to determine access issues and considerations, cross sections of proposed improvements, areas of significant reconstruction, major utility relocations or impacts.
 - Provide a full color board of the project corridor with the concept design overlain for presentation, including a pdf of the map.

7. Utility Coordination
 - Identify existing utility providers and create master contact list including main contact, phone number and emergency contacts.
 - Identify potential conflicts with existing utilities.
 - Research for other existing or future utilities in the area.
 - Determine the necessary requirements for existing and future utilities.
 - Begin coordination with utility companies for relocation of utilities.
 - Perform utility pot-holing for locations that are identified as potential conflicts.
 - Secure and provide copies of maps from utility providers.
 - Provide a utility report including maps, memos, descriptions, communications, and exhibits in hard copy and pdf.

8. Preliminary Right of Way and Easement Documents

- Based on the design, prepare preliminary right of way acquisition maps, easement maps and all other exhibits and descriptions necessary to begin the acquisition process. Provide appraisal of the lands by a CDOT-approved appraiser.
- Provide a full report to the Town and NDDA in hard copy and pdf format.

9. Environmental Requirements

The consultant will be responsible for preparing documents in accordance with requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA). The project will likely qualify as a Categorical Exclusion for NEPA documentation.

Documents required in the following sections will be presented to the Town and CDOT for review and then submitted to FHWA or appropriate agency for clearance.

- Threatened and Endangered (T & E) Species
 - If it is determined that the habitat for any threatened or endangered (T & E) species could potentially occur at the project site, a biologist qualified to conduct T & E assessments and/or surveys will need to be retained. It will be the biologist's responsibility to follow all federal and state guidelines developed for the species of concern, including any applicable permits needed to conduct such activities.
- Wetlands
 - If it is determined that wetlands exist within the project area, a wetland ecologist or other qualified person will conduct a wetland determination and if needed, a wetland delineation. The wetland delineation shall be conducted according to the guidelines outlined in the 1987 Corps of Engineers (Corps) Wetland Delineation Manual. Wetland boundaries will be surveyed into the project plan sheets, and temporary and/or permanent impacts determined. If the wetlands are jurisdictional, project activities will be subject to Section 404 permitting through the U.S. Army Corps of Engineers. If a Section 404 permit is required, the applicant will be responsible to ensure all conditions of the permit are adhered to, including preparation of a mitigation plan.
 - A Wetland Findings Report will be prepared for CDOT approval for permanent impacts of 500 square feet or temporary impacts of 1000 square feet which includes wetlands not regulated by the Corps. The Report will include a detailed mitigation plan and unless otherwise noted, mitigation will be at a 1:1 ratio. All mitigation requirements will be coordinated through the CDOT Region 4 biologist.
- Noxious Weed Survey
 - A noxious weed survey will be completed.
- Hazardous Materials
 - An initial site assessment will be conducted to determine if any hazardous materials may exist in the project area.
- Storm Water Discharge Permit Associated with Construction Activities

- During construction, if one acre or more of earth disturbance is anticipated, a CDPS permit is required. A Storm Water Management Plan (SWMP) is one of the requirements for the CDPS permit. All SWMP's must be approved by CDOT.

10. Preparation of the Field Inspection Review (FIR)

- Coordinate, complete and compile the plan inputs from the Town, CDOT and other Local Agencies.
- Prepare preliminary specification packet based on the FIR plans
- Prepare the preliminary cost estimate for the work described in the FIR plans based on estimated quantities.
- The FIR plans shall comply with CDOT requirements and be in CDOT plan format.
- The ROW Ownership Map shall be included in the FIR plan set.
- The construction phasing and the preliminary traffic control plans will be included in the FIR plan set.
- The FIR plan set will be submitted to the Town for a preliminary review prior to the FIR.
- Print and provide six copies of the preliminary plans and specs to the Town of Nederland and 10 copies to CDOT.

11. Field Inspection Review (FIR)

- Attend the FIR.
- The FIR meeting minutes shall be prepared by the Consultant, approved by the Town and distributed as directed.
- Design decisions concerning questions raised by the FIR will be resolved in cooperation with the Town and NDDA. The Consultant shall document the decision and transmit the documentation to the Town and NDDA for approval.
- A list of all deviations from standard design criteria along with the written justification for each one shall be submitted to the Town Engineer and subject to CDOT review and approval.

12. Final Hydraulic Design

- Review data and information developed from the preliminary hydraulic investigation and updates in accordance with Field Inspection Review comments.
- Prepare final hydraulic report and submit to the Town for approval. The report shall be prepared in CDOT format, as per the CDOT Drainage Design Manual.
- Prepare and obtain appropriate floodplain permit(s) from the floodplain administrator.

13. Final Roadway, Intersection and Enhancement Design

- Revise and incorporate any FIR comments that affect the crossings.
- Complete plan drawings and revise as necessary to include decisions made during the FIR.

14. Utility Relocation Coordination

- Identify final utility relocation needs.
- Schedule and coordinate meetings with impacted utilities and Town.
- Coordinate and schedule required utility relocations with utilities that are not part of the construction project, such as Xcel, REA or Town of Nederland.

15. Identification of Property Owners and Right-of-Way Plans

- Follow the Uniform Act throughout the ROW process.
- Identify parcels, easements and existing right-of-way. A Standard Ownership and Encumbrance Report may be required.
- Perform title searches as required.
- Determine new right-of-way and temporary easement requirements if necessary.
- Prepare separate right of way plan sheet(s) according to CDOT standards. Show all property owners, boundaries, easements and existing and proposed right-of-way lines for full length of project. All lines shall show bearing and length.
- Prepare separate right-of-way / easement / ownership maps and exhibits for each parcel requiring right-of-way and temporary easement acquisition (including name, book and page, reception number and area acquired in acres).
- Write legal descriptions for all new permanent right-of-way acquisitions required.
- Prepare survey plat if necessary to satisfy requirements of C.R.S. 38-51-107. All survey monumentation, either found or set shall meet all the requirements of current CRS and CDOT.

16. Preparation of Traffic Control Plan (TCP)

- Review construction plans.
- Prepare permanent and construction TCP, including the plans necessary for interim and temporary pedestrian crossings, access modification and parking provisions for the businesses impacted by the project.
- Tabulate signing items necessary to support the TCP and include in the Final Office Review Plans.

17. Preparation of the Final Plans, Specifications and Estimate

- Obtain standard details and standard special provisions from the Town and CDOT.
- The consultant will be responsible for recommending and providing any necessary CDOT standard or project special provisions for the project. Specific project special provisions may have to be written by the consultant to cover unique or special situations for this project. These shall be sent to the Town by e-mail in Microsoft Word format.
- Revise all plan sheets and design notes to reflect any deficiencies found in the design and detail checks.
- Prepare all drawings in accordance with current CDOT standards.
- Prepare the engineer's estimate. Item numbers, descriptions, units, quantities and extensions will be submitted in a format acceptable to the Town and CDOT.
- Prepare the final special provision package.
- Submit plans, Special Provisions and Estimate for review (6 sets to the Town and 10 sets to CDOT). Plan sets shall be half-size.

18. Independent Design, Detail and Quantity Check

- Perform independent detail check and design check from plans.
- Revise all plan sheets and design notes to reflect any deficiencies found in the design and detail check.
- Check quantities.

19. Final Office Review (FOR)

- Assist in conducting the FOR meeting.

- The FOR meeting minutes shall be prepared by the Consultant, approved by the Town Engineer and distributed as directed.

20. Final Plan Review

- The FOR original plan sheets and the specifications shall be revised in accordance with the FOR meeting comments and submitted to the Town Engineer within one week after the FOR.
- The final review of the plans by CDOT may require final revision of the plans which shall be done by the Consultant.
- The bid plan construction contract package shall consist of the revised FOR plans and will completely describe the work required to build the project including project dated special provisions and detailed quantities.

21. Final Submittals

- Submit a half-size (bond paper) final plan set master for photocopying for bidding and construction plans.
- Submit two additional bond paper final plan record drawing sets with the design engineer's seal and signature on each page.
- Submit one full-size set of plans on bond.
- Submit an electronic copy of all drawings in AutoCAD and Adobe PDF formats to the Town of Nederland on CD.
- Submit one set of quantity calculations to the Town of Nederland in MS Excel format.
- Submit a CD with all other computer input and output files used in the project design to the Town of Nederland, generally as noted above.
- Submit the following specification packet and plans to CDOT: 7 sets of 11" x 17" plans and 1 set of a 8.5" x 14" sealed record plan set, stamped with the engineer's number and signature on every page and 8 sets of special provisions (1 set shall have the index pages signed and sealed by the PE).

22. Pre-Bid

- Prepare pre-bid agenda and attendance form.
- Conduct the pre-bid meeting with contractors.
- Prepare and issue pre-bid meeting minutes.
- Prepare and issue Bid Document Addendums, Town to coordinate addendums with CDOT.

23. Construction Services

- There are no construction services included with this RFP. There is a possibility for construction services, dependent upon Policy Memo 23 approval from CDOT.

24. Project Coordination – The consultant will work with the Town in the following areas:

- Periodic submittal and review of conceptual designs and plan formats during design to assure that plans will meet Town and CDOT standards.
- The consultant will be required to attend several Town Board Meetings and Public Meetings in the Town of Nederland to assist in explaining the project and answering questions.
- The consultant will be required to lead and conduct meetings with the Design Advisory Team for this project. This team is a community-based effort to involve

- those directly affected by the project to voice their concerns. The DAT will then conduct Public Meetings to educate the community and receive input on the Design.
- The consultant will be required to lead the project through the Nederland Public Process (NPP). See Exhibit "C"
 - The consultant will need to provide the following:
 - Monthly status reports.
 - Design schedule with updates as required.
 - Minutes of meeting.

DBE Definitions & Requirements

Disadvantaged Business Enterprise Regulations

ATTENTION CONSULTANTS - Notice

On June 21, 2001, in order to more narrowly tailor CDOT's DBE program to conform with the results of CDOT's 2001 Disparity Study update, the Colorado Transportation Commission adopted Resolution No. 966, which established a new definition of Underutilized DBE (UDBE) for construction contracts and for consultant contracts and set a 10.93% overall annual DBE goal for the remainder of FFY 2001 and for FFY 2002.

The Disparity Study Update found that ALL DBES were underutilized on CDOT construction contracts and on CDOT consultant contracts, i.e., it determined that ALL DBES WILL BE CONSIDERED TO BE UDBES. Since all CDOT DBEs are considered to be UDBEs, CDOT's DBE list will also be the UDBE list.

Please contact Business Programs with questions about this change. Telephone: 303-757-9162 or 800-925-3427 or e-mail Karen.Gonzales@dot.state.co.us.

DISADVANTAGED BUSINESS ENTERPRISE

DEFINITIONS AND REQUIREMENTS

1. Definitions and Procedures - For this project, the following terms are defined:
 - A. Disadvantaged Business Enterprise (DBE). A small business concern that is certified as being:
 1. At least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 3. "Socially and Economically Disadvantaged individuals" means those individuals who are citizens or lawfully admitted permanent residents of the United States and who are:
 - (a) Minorities or individuals found by the Small Business Administration pursuant to Section 8(a) of the Small Business Act to be disadvantaged.
 - (b) Individuals found by CDOT's Office of Certification to be socially and economically disadvantaged.

B. DBE Joint Venture. An association of two or more businesses formed to carry out a single business enterprise for profit for which purposes they combine their property, capital, efforts, skills and knowledge. DBE joint ventures must be certified as a joint venture. The DBE percentage of the joint venture will be determined at the time of certification.

C. Underutilized DBE (UDBE). A firm which meets the definition of Underutilized Disadvantaged Business Enterprise (UDBE) based on the findings and recommendations of CDOT's Disparity Study and is eligible to meet the contract goal as defined in the paragraph titled "Contract Goal."

D. Contract Goal. The goal for UDBE participation that the Department determines should appropriately be met by the selected consultant, based on the type of work included in each project and the availability of UDBEs capable of performing such work. The Contract goal will be the percentage stated in the invitation for consultant services and in the project documents.

E. Certification as a DBE by the Department

1. Any small business may apply to the Colorado Department of Transportation (CDOT) for status as a DBE. Application shall be made on forms provided by CDOT for certification of DBEs. However, only work contracted or subcontracted to DBEs that also qualify as UDBEs and independently performed by UDBEs shall be considered toward contract goals as established elsewhere in these specifications.

2. It shall be the DBE applicant's responsibility to submit applications so that CDOT has sufficient time to render decisions. CDOT will review applications in a timely manner but is not committed to render decisions about a firm's DBE status within any given period of time.

3. The Department will make available a list of DBE contractors, consultants, vendors and suppliers for the purpose of providing a reference source to assist any consultant in identifying DBEs and UDBEs. Consultants will be solely responsible for verifying the Certification of UDBEs they intend to use prior to submitting a Statement of Interest (SOI.) The DBE list is available at:

http://www.dot.state.co.us/app_ucp/

2. Selection of UDBEs by Consultant:

A. Consultants shall exercise their own judgments in selecting any subconsultant to perform any portion of the work.

3. Requirements

A. The use of UDBEs is an evaluation factor for consultant selection under Section 24-30-1403 (2) CRS. All Consultants shall submit with their proposals a list of the names of their UDBE subconsultants to meet the contract goal.

B. If the Consultant proposes to voluntarily use any non-UDBEs on the project, the Consultant shall also submit the names of those DBEs. However, the non-UDBEs will not be used to meet the UDBE goal for the project.

C. Evaluation points will be awarded for UDBE participation during the Statement of Interest (SOI) scoring. A maximum of 5 evaluation points will be awarded for UDBE participation during the SOI scoring. If the consultant doesn't submit sufficient UDBE participation to meet the project goal, they may be awarded from 0 to 4 points, based on the amount of UDBE participation they submit. The consultant must submit all UDBE participation commitments on either CDOT Form #1330 (for NPS Contracts) or CDOT Form #1331 (for PS Contracts) with their SOI in order to receive the corresponding evaluation points.

D. The selected consultant must use the UDBE firms named (if any) on CDOT Form #1330 or #1331 in the Statement of Interest for the items of work described. The replacement of a named UDBE firm will be allowed only as provided for in (6) of the DBE Definitions and Requirements. Failure to comply may constitute grounds for default and termination of the Contract.

E. Consultant's UDBE Obligation.

1. The Consultant submitting a Statement of Interest and a Work Plan on consultant projects advertised by the Department agrees to ensure that UDBEs, as defined in this special provision, have equal opportunity to participate in the performance of contracts or subcontracts. The prime Consultant shall not discriminate on the basis of race, color, national origin, or sex in the selection and bidding process or the performance of contracts.

2. To ensure that UDBEs are offered equal opportunity to participate in the performance of contracts, it is the responsibility of the prime Consultant to offer and to provide assistance to UDBEs related to the UDBE performance of the subcontract. However, the UDBE must independently perform a commercially useful function on the project, as described in F(4) below.

F. Counting UDBE Participation Toward Goals

1. Once a firm has been certified as a DBE that qualifies as a UDBE, the total dollar amount of the contract awarded to the firm shall be counted toward the contract goal as explained below, and as modified for the project in the project special provisions titled "Contract Goal."

2. The actual dollar total of a proposed subcontract, supply or service contract with any UDBE firm shall be reported to the Department in the Consultant's Cost Proposal.

3. The eligibility of a proposed UDBE subconsultant will be finally established based on the firm's status at the time the contract is signed. If a firm becomes certified as a DBE during performance under a fully executed contract with CDOT but prior to the UDBE performing any work, then 100% of the work performed by the firm under that contract may be claimed as eligible work. No work performed by a UDBE firm can be counted toward UDBE participation prior to the firm receiving certification as a DBE.

4. The Consultant may count toward its contract goal only that percentage of expenditures to UDBEs which independently perform a commercially useful function in the work of a contract. A UDBE is considered to be performing a commercially useful function by actually performing, managing, and supervising the work involved. To determine whether a UDBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, work performed solely by the UDBE, industry practices, and other relevant factors.

5. A UDBE may enter into subcontracts consistent with normal industry practices. If a UDBE subcontracts over 51% of the work of the Contract the UDBE shall be presumed not to be performing a commercially useful function. The UDBE may present evidence to rebut this presumption to the Department.

6. The Consultant may count toward its contract goal the percentage of expenditures for materials and supplies obtained from UDBE suppliers (regular dealers) and manufacturers specifically for use on the project, provided that the UDBEs assume the actual and contractual responsibility for and actually provide the materials and supplies.

a. The Consultant may count 100 percent of its expenditures to an UDBE manufacturer if the purchased items are to be used on the project. A UDBE manufacturer is a certified firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.

b. The Consultant may count 60 percent of its expenditures to UDBE suppliers that are not manufacturers, provided that the UDBE supplier performs a commercially useful function in the supply process. A supplier is a certified firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a supplier the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A supplier in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or suppliers within the meaning of this section.

c. The Consultant may count toward its UDBE goal the following expenditures to UDBE firms that are not manufacturers or suppliers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required to a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a supplier of the materials and supplies, provided that the fee is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Determination of goal achievement

To determine the goals achieved under this Contract, the UDBE participation shall be divided by the original prime Contract amount and multiplied by 100 to determine the percentage of performance. The Consultant shall maintain records of payment that show amounts paid to all UDBEs and DBEs. The Consultant shall submit a CDOT Form #1313 with each billing/invoice to the Department listing all subconsultants (including UDBEs and other DBEs) that participated in this Contract and the dollar amount paid to each. The Consultant shall certify the amount paid, which may be audited by the Department. When the participation by UDBEs is less than the Consultant committed to the Department, the Consultant shall submit a statement to CDOT along with the CDOT Form #1313 that indicates the amount of participation and gives reasons why it was different from the Consultant's SOI commitment.

5. Replacement of UDBEs used to meet the contract goal

A. Based upon a showing of good cause the Consultant may request that a UDBE named in the Consultant's Statement of Interest be replaced with another UDBE pursuant to the terms and conditions of this special provision. Replacements will be allowed only with prior written approval of the Department.

A. If a replacement is to be requested prior to the time that the named UDBE has begun to effectively prosecute the work under a fully executed subcontract, the Consultant shall furnish to the Department the following:

1. Written permission of the named UDBE. Written permission may be waived only if such permission cannot be obtained for reasons beyond the control of the Consultant.
2. A full written disclosure of the circumstances making it impossible for the Consultant to comply with the condition of award.
3. Documentation of the Consultant's assistance to the UDBE named in the Consultant's Statement of Interest.
4. Copies of any pertinent correspondence and documented verbal communications between the Consultant and the named UDBE.
5. Documentation of the Good Faith Efforts in finding a replacement UDBE and the results of the efforts. It is within the control of the Consultant to locate, prior to award, UDBEs that offer reasonable prices and that could reasonably be expected to perform the work. For this reason, increased cost shall not, by itself, be considered sufficient reason for not providing an in-kind replacement.

C. In the event a UDBE begins to prosecute the work and is unable to satisfactorily complete performance of the work, the Consultant shall furnish to the Department the following:

1. Documentation that the subject UDBE did not perform in a satisfactory manner.
2. Documentation of the Consultant's assistance to the UDBE prior to finding the UDBE in default.
3. A copy of the certified letter finding the UDBE to be in default or a letter from the UDBE stating that it cannot complete the work and it is turning the work back to the Consultant.

4. Copy of the contract between the Consultant and the UDBE, plus any modifications thereto.

6. Sanctions

A. It is the obligation of the Consultant to provide UDBE firms with equal opportunity to participate in the performance of the work.

B. It is the responsibility of UDBE firms to perform their work in a responsible manner fully consistent with the intent of the DBE program, and in substantial compliance with the terms and conditions of these DBE definitions and requirements.

C. UDBE firms which fail to perform a commercially useful function as described in subsection 4(E) of these DBE definitions and requirements or operate in a manner which is not consistent with the intent of the DBE program may be subject to revocation of certification.

D. A finding by the Department that the Consultant has failed to comply with the terms and conditions of these DBE definitions and requirements may constitute sufficient grounds for default and termination of the Contract.

EXHIBIT A

http://nederlandco.org/download/2011-21_Citizens_for_Sustainability_Resolution.pdf

EXHIBIT B

http://nederlandco.org/download/Nederland_vision_2020.pdf

EXHIBIT C

http://nederlandco.org/download/2012-12_Nederland_Public_Process_NPP.pdf

EXHIBIT D

**Nederland Pedestrian Enhancement Design (NedPed)
Nederland Pedestrian and Storm Water Management Improvement Project
Need Statement
created June 2012 by the Design Advisory Team
of the Nederland Downtown Development Authority**

The Town of Nederland has come to recognize that healthy ecosystems provide essential services that sustain life and therefore understands the importance of placing the preservation, protection or enhancement of ecosystem services at the top of the community's priority list. Additionally, the Town of Nederland recognizes the impact land development and management practices can have on ecosystem services.

Following is a list of ecosystem services that can be preserved, protected or enhanced through the use of sustainable land development and management practices.

Air and water cleansing Removing and reducing pollutants in air and water.	Habitat functions Providing refuge and reproduction habitat to plants and animals, thereby contributing to conservation of biological and genetic diversity and evolutionary process
Water supply and regulation Storing and providing water within watersheds and aquifers	Waste decomposition and treatment Breaking down wastes and recycling nutrients
Erosion and sediment control Retaining soil within an ecosystem, preventing damage from erosion and siltation	Human health and well-being benefits Enhancing physical, mental and social well-being as a result of interaction with nature
Hazard mitigation Reducing vulnerability to damage from flooding, storm surge, wildfire and drought	Food and renewable non-food products Producing food, fuel, energy, medicine or other products for human use
Pollination Providing pollinator species for reproduction of crops and other plants	Cultural benefits Enhancing cultural, educational, aesthetics and spiritual experiences as a result of interaction with nature

The importance of ecosystem services were not considered in traditional land use development and management practices within the Town of Nederland. This has resulted in a loss of ecosystem functionality including stormwater management, erosion and sedimentation control. Additionally, the Town has also come to recognize the ecological benefits of increasing the use of non-motorized transportation in Town and throughout our region.

The Town of Nederland has committed to becoming a sustainable community and has committed to move forward in a sustainable manner.

Sustainable development is development that meets the needs of the present without compromising the ability of future generations or other communities from meeting their needs.

This project will address two major issues for the entire community of Nederland in it's quest to becoming a sustainable community.

1.Improved non-motorized circulation

Reducing our dependence on traditional non-renewable forms of transportation is a small but important step in becoming a sustainable community. Developing a non-motorized circulation system that allow community members to walk or bike to local destinations and to region transportation portals results in cleaner air, healthier community members and a greater sense of community.

1.Improved watershed functionality through focused improvements in stormwater management systems.

Developing and maintaining a high functioning stormwater management system not only protects private property from damage but also helps retain and restore the watersheds natural ecosystem functionality. Preserving, protecting, enhancing and learning from healthy ecosystems are an essential part of becoming a sustainable community.

Non-motorized Circulation

In order to improve non-motorized transportation, we must first understand how to measure how well our existing non-motorized transportation system functions.

Once we understand the functionality of the existing non-motorized circulation system, we can then determine where and how improvements should be made in order for improvements to be successful.

Stormwater Management

In order to effectively address stormwater in our developed areas we must first understand how the water shed reacts naturally to stormwater.

Once we understand how our watershed reacts naturally to stormwater we can then develop solutions for managing stormwater that work with the natural systems as opposed to the traditional methods of working against the natural systems.

Background

A need for safe pedestrian/biking trails was established by PROSAB and SAB that would allow the habitants to safely and easily walk/bike between from the East to the west end of town.

The North and South ends of Town have been connected by a sidewalk built in 2009. The East to West connectivity is hampered by lack of defined non-motorized paths and increasing traffic due to development.

Several storms last summer also showed that since recent development on the North Beaver Creek meadow there had been a dramatic increase in the velocity of the water in North Beaver Creek causing damage to property further downstream. The lower portion of 2nd Street to the East is dirt while the upper section to the West that contains the Library is paved. The impact of nonpervious surfaces on watersheds is well documented and the Town of Nederland is a living example of these negative impacts.

Further development projects on 2nd Street have been unable to obtain accurate elevations for connecting sidewalks and handicap ramps, making some of them unusable. Open drainage ditches on each side of the street make crossing the street impractical for some residences and walking down the street is equally impractical for some residences due to many large pot holes that reappear after each large rain event. Children and young people going to the Family and Teen Center from other areas of Town must use the center of the street for walking due to large drainage ditches on either side of the road, forcing them to walk in the middle of the street with and between cars. The need for safe pedestrian and bicycling paths is becoming more acute as some of the vacant land in the area is developed bring more traffic and more parked cars.

The need for connectivity:

Using 2nd Street to connect the Post Office to library allows people living on second street non-motorized access to both locations safely. Many children and families live on 2nd Street and the street has become hazardous with increased vehicle traffic from the mixed use and commercial sections, as well as from the deteriorating conditions of the road surface.

Nederland has adoptive a sustainability Resolution that will direct the community going forward. The deteriorating conditions of the road are unsustainable for the future, not only from a cost stand point, but also from erosion and instability. Mountain communities have vanished over past decades due to wind and soil erosion, such as Caribou and others.

In promoting a healthy community, Nederland strives to encourage alternative modes of transportation. The need for this is to encourage a healthier lifestyle decreasing obesity which is a problem nationwide. Colorado's obesity rate is the lowest in the country for adults, but the obesity in children is rising rapidly from 3rd in the country to 23rd in 2011. This is due in part to a decrease in physical activity and more passive indoor activities. In order to lower this rate further, healthy cities have adopted multi-modal forms of transportation. The proposed east/west pedestrian/biking path will fulfill this purpose.

The need for controlling storm water in the mountains is greater than in lower elevations due to the severity of the storms and the spring runoff. The water from even higher elevations needs to be safely directed to collection points for use by cities in other parts of the state. Debris and hazardous materials need to be filtered along the run off corridors to ensure clean and healthy drinking water downstream.

With this project we will be able to address two major issues for the entire community of Nederland. A walkable community, as well as a reduction in flooding from storm water runoff.

EXHIBIT E

Proposed Assistance to the Town of Nederland

June 13, 2012

Project manager: Marie B. Zanowick, Certified Biomimicry Professional, US EPA Region 8, 1595 Wynkoop Street, Denver, CO 80202. Phone: 303-312-6403, Email: zanowick.marie@epa.gov

Background: The Town of Nederland contacted the Environmental Protection Agency's Certified Biomimicry Professional with a request for assistance to solve a problem with flooding due to their poorly designed storm water system. A scoping meeting was held with Town of

Nederland (the Town) administrators and interested Town residents on May 31, 2012 to discuss the problem and identify a nature-based approach that could be implemented.

The time frame is 06/14/12 to release the Request for Proposals to hire a contractor and a November – December, 2012 for completion of the final design solution. The contractor will assist the Town in identifying the parameters for the final design solution. The final solution will be a design that mimics the natural systems as much as possible, resulting in a low energy system that will adapt and evolve over time. The Town has many interested and technically qualified individuals who will assist in finding a solution. Action items from this meeting include:

- The Town will procure existing maps and resources that identify the original drainage in the watershed before human development (identify what the water wants to do).
- The Town will identify local individuals who have the specific technical expertise and the willingness to assist with this project.
- EPA will identify the technical assistance available to help solve the storm water challenge.

EPA's Assistance: Nature has developed many strategies to collect, store and distribute water with low energy process. In order to access and apply these strategies to solve the storm water challenge, EPA proposes the following options:

1. Conduct a biomimicry workshop for the Town. This workshop will be designed to take the individuals identified by the Town through the biomimicry methodology with the intent of identifying which nature-based strategies are best suited to this challenge. The workshop will require:

- 12 hours of focused classroom instructions to learn the biomimicry methodology. This can be accomplished through six 2-hour web - based or in person educational sessions. It is expected that the selected contractor will participate in these session.
- Each session will include follow-up work to be done by the participants. This “homework” will contribute to the final design parameters and build upon the previous work done by the participants.
- One in-person day-long session to discuss options and determine the final design parameters.

Participants would be selected by the Town of Nederland and be limited to no more than 20 individuals. EPA will provide assistance from a Biomimicry Professional, a student intern until August 14, 2012 and an expert in storm water regulations to assist with and participate in the workshop process. This will assure that the solution selected will meet EPA's storm water regulations. Workshop materials would be provided by EPA. If expertise needed to solve the challenge is not available, the Town would provide the funding to hire this expertise.

2. EPA has developed a list of “Life's Design Principles for Water (attached). Working with EPA, the contractor and interested experts identified by the Town will participate in a 1 or 2 day-long facilitated workshop to determine which of these design principles should be selected for use as design parameters for the storm water solution.

Participants would be selected by the Town of Nederland and be limited to no more than 20 individuals. EPA will provide assistance from a Biomimicry Professional, a student intern until

August 14, 2012 and an expert in storm water regulations to assist with and participate in the workshop process. Workshop materials would be provided by EPA. If expertise needed to solve the challenge was not available, the Town would provide the funding to hire this expertise.

Once the design parameters were selected, EPA would be available to work with the contractor to develop the final project using nature-based design principles.

3. EPA will provide expertise in biomimicry to a design process identified by the Town and/or the contractor.

Additional Expertise: the following type of expertise will be useful and/or necessary for options 1 and 2:

- Naturalist – someone familiar with the local ecosystem, the organisms and plants.
- Hydrologist – someone familiar with the local soils and water
- Historian - historical records of the area before human development
- City Planner – familiar with the multiple plans currently developed for Nederland
- Biologist – scientist who understands how biological systems interact
- Geologist – familiar with the local geology
- Social scientist or someone familiar with the social aspects of behavior change and getting buy-in from the community
- Water systems engineer
- Town government and decision makers



NEDERLAND PLANNING PROCESS

Nederland Pedestrian Enhancement Design (NedPed) and Nederland Pedestrian Transportation and Storm Water Management Improvement Project

PLANNING SCHEDULE

The following NPP Planning Schedule:

May 1:	BOT	Approval to proceed with NedPed Project.
May 15:	BOT	Appoint NDDA Board
June 3:	DAT	DAT meeting #1
June 6:	BOT	Appoint NDDA Board liaison from BOT
June 25:	NDDA	Submit RFP to CDOT/Town Legal for review
June 27:	PC	Planning Commission Approval of Plan of Development
July 17:	BOT	Approval of IGA with CDOT, review of RFP and Plan of Development for NedPed
July 25:	Staff	Issue/Advertise RFP
August 7:	BOT	Passed Resolution 2012-25 approving Plan of Development for NedPed
August 17:	Staff	Design Team RFP Due at 3:00pm
August 22:	DAT	Selection Committee meeting to review proposal
August 28:	DAT	Selection Committee interview of consultant
August 31:	DAT	Notification to consultant of intent to proceed to contract negotiations
September 4-11:	Staff, DAT	Contract negotiations/review of contract by town staff for inclusion in BOT packet
September 12:	NDDA	Review and comment of consultant contract
September 18:	BOT	Contract approval and determination of NPP process relative to the NedPed project

September 19:	Staff	Notice to proceed
September 26:	*DAT	DAT meeting #2 Presentation and question/answer session
September 28:	*EPA	Biomimicry workshop for consultant
October 9:	*DAT	DAT Meeting #3 First presentation of Schematic Design Design Team presents initial ideas on how Owner's Project Requirements will be met
October 12:	*TRC	Review of Schematic Design by Technical Review Committee (consisting of Alisha R., Jason M., Mark W., Sustainability Consultant, EPA Stormwater Specialist, City of Boulder Water Quality Specialist)
October 24:	*PC, DAT, TRC, SAB, PROSAB	Review of Schematic Design in Special Meeting
November 13:	CDOT	Submit Schematic Plans (30%) for Field Initial Review (FIR), all review boards copied with submittal
November 13:	*BOT/ NDDA	Work Session for update/discussion of NedPed including presentation of Schematic Design incorporating comments from DAT, PC, TRC, SAB, & PROSAB Report from Sustainability Consultant on NedPed
November 16:	*DAT	DAT Meeting #4 Design Team's updated presentation of materials, amenities, revised budget and schedule, all board review comments addressed
December 21:	*DAT	DAT Meeting #5 presentation of 90% Construction Documents
January 3:	*TRC	Review of 90% Construction Documents
January 9:	*PC/SAB	Joint Public Hearing for review of 90% Construction Documents
January 17:	*PROSAB	Review of 90% Construction Documents
January 18:	CDOT	Submit Construction Documents (90%) for Final Office Review (FOR)
February 5:	*BOT	Presentation of Construction Documents (100%) incorporating comments from DAT, PC, TRC, SAB, PROSAB, & CDOT, all review boards copied with submittal
February 8:	Staff	Construction Bid Package Issued/Advertised

February 15:	Staff, Design Team, Bidders	Mandatory pre-bid meeting and walk-through
March 1:	Staff	Construction bids due at 3:00pm
March 1:	Staff, Design Team	Review of bids and contract
March 5:	*BOT	Construction Contract approved
March 6:	Staff	Notice to Proceed issued
April 13:	Contractor	Pre-Construction Meeting/Mobilization
May 21:	Contractor	Construction Begins
October 30:	Contractor	Construction Complete

*	Indicates Public Meeting requiring consultant attendance
BOT	Town of Nederland Board of Trustees
NDDA	Nederland Downtown Development Authority
PC	Planning Commission
DAT	Design Advisory Team
TRC	Technical Review Committee
SAB	Sustainability Advisory Board
PROSAB	Parks, Recreation, and Open Space Advisory Board
CDOT	Colorado Department of Transportation
EPA	Environmental Protection Agency

**NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
DRAFT BUDGET 2013
NEDPEDS BUDGET**

	<i>Original Budget</i>	<i>Revised Budget</i>
PM/Owner's Rep/Sustainability Coord.		68,000
Design Phase Budget		
DAT: Design (Civil Engineer/landscape Architect)	78,000	140,000
Survey Work		6,000
Total	78,000	146,000
Construction		
Engineer Const Project Manager	58,600	82,000
Construction	527,400	664,000
Total	586,000	746,000
Total NedPeds Project Costs	664,000	960,000
DDA	168,000	464,000
Boulder County	10,000	10,000
DR COG/CDOT Commitment	486,000	486,000
Sources of Funds	664,000	960,000

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION
Region Four

1420 2nd Street
Greeley, CO 80631
(970) 350-2103 Fax (970) 350-2177



September 21, 2012

Eva Forberger
Town of Nederland
PO Box 396
Nederland, CO 80466

STU M935-003
Nederland Sidewalks Phase II
18935

RE: Notice To Proceed

Dear Eva,

A fully executed copy of the contract for Project STU M935-003, Nederland Sidewalks Phase II, was signed on September 17, 2012. The contract will be sent to you from our Agreements office in Denver. Please keep this copy in your project files for reference.

This letter serves as notice to proceed as of September 17, 2012, with the design phase of the project. Eligible charges are reimbursable as of this date.

Please call me at 970-350-2211, if you have any questions.

Sincerely,

Tim Tuttle

Tim Tuttle
Local Agency Project Manager

cc: Central Files
Project File

AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
~Special~MEETING DATE: 9.26.12
INITIATED BY: Eva /SDC

INFORMATION: X ACTION: OR DISCUSSION:

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AGENDA ITEM

Consideration of DRAFT 2013 DDA BUDGET for referral to the Board of Trustees
Budget hearing on October 16, 2012

SUMMARY:

The DDA finance task force developed this draft budget in two work sessions prior to tonight's meeting. The draft 2013 budget takes into account spending for NEDPEDS, an update on the DDA's Master Plan, sidewalk maintenance needs, beautification projects within the DDA area, and the DDA's monthly administration needs.

After the budget hearing, the DDA will have the opportunity to make further changes up until the final adoption date scheduled for December 4, 2012.

RECOMMENDATIONS:

Refer the Draft 2013 DDA Budget to the Board of Trustees for the October 16, 2012 budget hearing.

FINANCIAL CONSIDERATIONS:

The Draft 2013 DDA budget provides for a balanced budget with forecasting for long-term capital outlays.

**TOWN OF NEDERLAND
DDA DRAFT BUDGET 2013**

	2008	2009	2010	2011	2012	2013	
	PRIOR YEAR	PRIOR YEAR	PRIOR YEAR	PRIOR YEAR	FORECAST	BUDGET	5 Mills
BEGINNING FUND BALANCE	(3,557)	37,199	222,797	96,859	70,335	242,084	
NON TIF FUNDING							
TAXES	22,615	27,033	26,829	27,516	26,723	26,814	26,814
* INTERGOVERNMENTAL		314,800	254,528	8,000	66,667	105,000	
* LOAN PROCEEDS		300,000	19,589		234,000	360,000	
MISCELLANEOUS				2,258	500	2,567	2,567
INTEREST	583	550	1,731	714	350	300	300
TOTAL REVENUE	23,198	642,383	302,677	38,488	328,240	494,681	29,681
* PERSONNEL		2,000	14,000	19,528	20,260	14,279	14,279
LEGAL FEES	4,081		1,792	11,121	8,000	3,000	3,000
TREASURER'S FEE (TAXES)		2,907	1,387	1,981	2,000	2,000	2,000
ACCOUNTING FEE		1,775	3,750	3,178	1,750	3,000	3,000
* CAPITAL OUTLAYS		511,174	439,318	66,612	27,712	360,200	
GRANTS					1,000	1,500	1,500
SIDEWALK MAINTENACE			3,575	5,873	4,000	4,000	
FLOWERS/PROJECTS			9,703	4,441	3,625	8,567	2,567
* OTHER	379	3,357	2,951	8,293	2,500	3,250	3,250
TOTAL EXPENDITURES	4,460	521,213	476,476	121,026	70,847	399,796	29,596
<i>NET CHANGE</i>	<i>18,738</i>	<i>121,170</i>	<i>(173,799)</i>	<i>(82,538)</i>	<i>257,393</i>	<i>94,885</i>	<i>85</i>
TIF FUNDING							
TIF REVENUE	22,018	67,811	83,921	104,413	101,929	98,692	
* DEBT SERVICE		3,383	36,060	48,399	187,573	167,160	
<i>NET CHANGE</i>	<i>22,018</i>	<i>64,428</i>	<i>47,861</i>	<i>56,014</i>	<i>(85,644)</i>	<i>(68,468)</i>	
ENDING FUND BALANCE	37,199	222,797	96,859	70,335	242,084	268,500	
NON TIF FUNDS BALANCE	15,181	136,351	(37,448)	(119,986)	137,407	232,292	
TIF FUNDS REMAINING	22,018	86,446	134,307	190,321	104,677	36,208	

* See Details below

**TOWN OF NEDERLAND
DDA DRAFT BUDGET 2013**

	2008	2009	2010	2011	2012	2013
	PRIOR YEAR	PRIOR YEAR	PRIOR YEAR	PRIOR YEAR	FORECAST	BUDGET
<i><u>Outlays</u></i>						
NEDPEDs					27,400	320,200
Sidewalks Phase 1					312	
Other (DDA Plan Update)						40,000
Total					27,712	360,200
<i><u>Loan Proceeds</u></i>						
NEDPEDs					154,000	310,000
Sidewalks Ph 1/Sidewalk Maint/Flowers					80,000	
Flowers \$6k/Sidewalks \$4k						10,000
Other (DDA Plant Update)						40,000
Total					234,000	360,000
<i><u>Intergovernmental</u></i>						
NEDPEDs						105,000
CDOT Phase 1					66,667	
Total					66,667	105,000
<i><u>Debt Service</u></i>						
Mutual of Omaha Loans					22,386	
Refinanced Loan					27,667	66,399
Tractor Payments					4,897	4,897
Sidewalk Phase 1 Old Costs					80,224	
NedPeds					52,399	85,364
Other (DDA Plan Update/Flowers)						10,500
Total					187,573	167,160
<i><u>Personnel</u></i>						
Paul T (\$800/month)						9,600
Sue Churches (\$12/hour)						3,500
Total						13,100
Employer Costs						1,179
Total Personnel						14,279
<i><u>Other</u></i>						
Websiste						750
DDA membership						500
Office						500
Misc						1,500
Total Other						3,250

NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY

TIF LOAN SUMMARY

<i>Years</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>	<i>13</i>	<i>14</i>	<i>15</i>
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
								<i>Saltos</i>			<i>Other</i>		<i>Other</i>		
Beginning TIF Balance	-	-	-	22,018	86,446	134,307	190,321	104,677	36,209	2,571	21,470	10,453	50,489	102,381	252,962
	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Budget</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>
TIF Receipts			22,018	67,811	83,921	104,413	101,929	98,692	118,430	120,799	123,215	135,536	136,892	150,581	152,087
Debt Authorization	913,589														
Loan Disbursements															
Mutual of Omaha Loan	300,000			3,383	36,060	43,502	22,386								
Tractor	19,589					4,897	4,897	4,897	4,897						
Loan 1 - Town	248,500						27,666	66,399	66,399	66,399	38,733				
Adjust for Refinance	(248,500)														
Sidewalk Phase 1	80,000						80,224								
NEdPeds	37,000						37,309								
NEdPeds	117,000						15,091	60,363	45,272						
NEdPeds	310,000							25,000	25,000	25,000	85,000	85,000	85,000		
Other	50,000							10,500	10,500	10,500	10,500	10,500			
<i>Total Debt Authorization</i>	<i>913,589</i>														
Future Debt Authorizations															
Bond Project	1,500,000														120,000
Other Projects	180,000														
Total Loans	3,507,178		-	3,383	36,060	48,399	187,573	167,160	152,069	101,899	134,233	95,500	85,000	-	120,000
Ending TIF Balance	-	-	22,018	86,446	134,307	190,321	104,677	36,209	2,571	21,470	10,453	50,489	102,381	252,962	285,049

NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY

TIF LOAN SUMMARY

<i>16</i>	<i>17</i>	<i>18</i>	<i>19</i>	<i>20</i>	<i>21</i>	<i>22</i>	<i>23</i>	<i>24</i>	<i>25</i>	<i>26</i>	<i>27</i>	<i>28</i>	<i>29</i>	<i>30</i>	<i>Total</i>
2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Payments
285,049	292,657	327,800	338,496	376,758	390,603	432,046	449,103	493,792	540,127	588,125	611,804	663,179	716,268	771,088	
<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	<i>Forecast</i>	
153,608	155,144	156,695	158,262	159,845	161,443	163,058	164,688	166,335	167,998	169,678	171,375	173,089	174,820	176,568	3,888,932
															105,331
															19,590
															265,596
															80,224
															37,309
															120,726
															330,000
															52,500
<i>120,000</i>	<i>120,000</i>	<i>120,000</i>	<i>120,000</i>	<i>120,000</i>	<i>120,000</i>	<i>120,000</i>	<i>120,000</i>	<i>120,000</i>	<i>120,000</i>	<i>120,000</i>	<i>120,000</i>	<i>120,000</i>	<i>120,000</i>	<i>120,000</i>	1,920,000
<i>26,000</i>		<i>26,000</i>		<i>26,000</i>		<i>26,000</i>				<i>26,000</i>				<i>50,000</i>	180,000
146,000	120,000	146,000	120,000	146,000	120,000	146,000	120,000	120,000	120,000	146,000	120,000	120,000	120,000	170,000	3,111,276
292,657	327,800	338,496	376,758	390,603	432,046	449,103	493,792	540,127	588,125	611,804	663,179	716,268	771,088	777,656	777,656

AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
~Special~MEETING DATE: 9.26.12
INITIATED BY: Eva /SDC

INFORMATION: X ACTION: OR DISCUSSION:

=====

AGENDA ITEM

Consideration of Resolution 2012-29: requesting loan funds from the Town for design and project management of the NEDPEDS project.

SUMMARY:

Currently, the NEDPEDs project is estimated at \$960,000. The funding sources would come from three separate entities: Boulder County \$10k, DDA \$464,000, and CDOT/DRCOG \$486,000. The DDA would utilize their TIF funding to pay for this project via a loan from the Town. To date, the DDA borrowed \$37,000 for the NEDPEDS project and would need to borrow an additional \$117,000 in order to cover the cost of the project manager and the remainder of the design budget excluding CDOT's portion. These funds would be borrowed from the Town and repaid over a period of two years with interest at 3.25%.

RECOMMENDATIONS:

Refer Resolution 2012-29 to go to the Board of Trustees on October 2, 2012.

FINANCIAL CONSIDERATIONS:

After this loan, the DDA would have \$360,000 left on its debt authorization. Over the two year period, the DDA would be paying \$3,726 in interest to the Town's Water fund.

**TOWN OF NEDERLAND
Boulder County, Colorado**

RESOLUTION 2012 – 29

**A RESOLUTION OF THE TOWN OF NEDERLAND’S BOARD OF TRUSTEES
AUTHORIZING A LOAN FROM FUND BALANCE IN THE TOWN’S WATER FUND
TO THE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) FUND, AND
PROVIDING FOR REPAYMENT OF THE LOAN FROM THE DDA’S TAX
INCREMENT FINANCING RECEIPTS**

WHEREAS, the Board of the Nederland Downtown Development Authority (“DDA”) has determined that, in order to support future projects associated with its approved Plan of Development, the DDA should finance the design phase of the NEDPEDS project which shall include the matching portion for the DRCOG grant as well as funds allocated to cover the cost of a project manager for the period of October 2012-December 2014.

WHEREAS, pursuant to C.R.S. § 31-25-808(1)(g), the DDA is authorized to receive contributions, loans and other rights and privileges from the municipality or county in which it is located; and

WHEREAS, the net cost of the loan payable from a special fund of the Town of Nederland (“Town”) for the payment of principal and interest on such advances or loans is expected to be approximately \$120,726; and

WHEREAS, the DDA Fund must receive an advance or loan of money to accomplish the refinancing, and

WHEREAS, at an election held on April 2, 2012, the voters authorized the Town to borrow up to \$913,589, repayable only from tax increment revenues collected within the DDA and revenues derived by the Town pursuant to the DDA plan of development; and

WHEREAS, of that authorized amount, \$436,589 has been issued, leaving remaining authorization of \$477,000; and

WHEREAS, a loan from the Town Water Fund could be accomplished at less administrative and financing cost to the DDA than a publicly financed debt; and

WHEREAS, the Town Water Fund balance can provide the necessary funding without hampering the operations or replacement schedules of the Water Fund; and

WHEREAS, the Town Board of Trustees has therefore determined that it is in the best interest of the Town to loan a portion of the fund balance in the Town’s Water Fund to the DDA Fund, the loans bearing interest at the WSJ’s published prime rate.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF
THE TOWN OF NEDERLAND, COLORADO:**

Section 1. The Board of Trustees of the Town of Nederland hereby authorizes a loan from the fund balance in the Town's Water Fund in the amount of \$117,000 to the DDA Fund, which loan shall bear interest at the WSJ's current prime rate not to exceed 7% and not fall below 2.5%, for the purposes of financing the design phase of the NEDPEDS project which shall include the matching portion for the DRCOG grant as well as funds allocated to cover the cost of a project manager for the period of October 2012-December 2014.

Section 2. The Town Treasurer shall repay this loan in monthly installments over a twenty-four month period, with accrued interest, from the DDA Tax Increment Financing receipts to the Water Fund by September 6, 2014.

RESOLVED, APPROVED and ADOPTED this ___ day of _____, 2012.

TOWN OF NEDERLAND

By: _____
Joe Gierlach, Mayor

ATTEST:

Teresa Myers, Town Clerk

Attachment A

DDA LOAN - AMORTIZATION SCHEDULE

Mutual of Omaha Loan	\$ 117,000.00
Start Date	10/6/2012
Monthly Payment	\$5,030.26
Interest Rate	3.25%
Term in Years	2

No Prepayment Penalty

		Total Payment	Interest Payment	Principal Payment	Remaining Principal
1	10/6/2012	5,030.26		5,030.26	111,969.74
2	11/6/2012	5,030.26	313.36	4,716.90	107,252.84
3	12/6/2012	5,030.26	290.48	4,739.78	102,513.06
4	1/6/2013	5,030.26	286.89	4,743.36	97,769.69
5	2/6/2013	5,030.26	273.62	4,756.64	93,013.05
6	3/6/2013	5,030.26	235.12	4,795.14	88,217.91
7	4/6/2013	5,030.26	246.89	4,783.37	83,434.54
8	5/6/2013	5,030.26	225.97	4,804.29	78,630.25
9	6/6/2013	5,030.26	220.06	4,810.20	73,820.05
10	7/6/2013	5,030.26	199.93	4,830.33	68,989.72
11	8/6/2013	5,030.26	193.08	4,837.18	64,152.53
12	9/6/2013	5,030.26	179.54	4,850.72	59,301.81
13	10/6/2013	5,030.26	160.61	4,869.65	54,432.16
14	11/6/2013	5,030.26	152.33	4,877.92	49,554.24
15	12/6/2013	5,030.26	134.21	4,896.05	44,658.19
16	1/6/2014	5,030.26	124.98	4,905.28	39,752.91
17	2/6/2014	5,030.26	111.25	4,919.01	34,833.90
18	3/6/2014	5,030.26	88.05	4,942.21	29,891.69
19	4/6/2014	5,030.26	83.66	4,946.60	24,945.09
20	5/6/2014	5,030.26	67.56	4,962.70	19,982.39
21	6/6/2014	5,030.26	55.92	4,974.34	15,008.05
22	7/6/2014	5,030.26	40.65	4,989.61	10,018.44
23	8/6/2014	5,030.26	28.04	5,002.22	5,016.22
24	9/6/2014	5,030.26	14.04	5,016.22	(0.00)

**NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
DRAFT BUDGET 2013
NEDPEDS BUDGET**

	<i>Original Budget</i>	<i>Revised Budget</i>	2012	2013	2014
PM/Owner's Rep/Sustainability Coord.		68,000	6,000	45,000	17,000
Source of Funds					
DDA		68,000	68,000		
Design Phase Budget					
DAT: Design (Civil Engineer/landscape Architect)	78,000	140,000	14,000	126,000	
Survey Work		6,000	6,000		
Total	78,000	146,000	20,000	126,000	-
Source of Funds					
DDA	18,000	86,000	86,000		
DR COG/CDOT Commitment	60,000	60,000		60,000	
Total	78,000	146,000	86,000	60,000	
Construction					
Engineer Const Project Manager	58,600	82,000		16,400	65,600
Construction	527,400	664,000		132,800	531,200
Total	586,000	746,000		149,200	596,800
Source of Funds					
DDA	150,000	310,000		310,000	
Boulder County	10,000	10,000			10,000
DR COG/CDOT Commitment	426,000	426,000		105,000	321,000
Total	586,000	746,000		415,000	331,000
Capital Outlays	664,000	960,000	26,000	320,200	613,800
DDA	168,000	464,000	154,000	310,000	-
Boulder County	10,000	10,000	-	-	10,000
DR COG/CDOT Commitment	486,000	486,000	-	165,000	321,000
Breakdown of Budget	664,000	960,000	154,000	475,000	331,000

AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
~Special~MEETING DATE: 9.26.12
INITIATED BY: Ron Mitchell / SDC

INFORMATION: ACTION: OR DISCUSSION: X

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AGENDA ITEM: Discussion of a budget item of \$ 5,000 for potential Brown Fields Applications within the DDA boundaries.

SUMMARY:

RECOMMENDATIONS:

FINANCIAL CONSIDERATIONS:

AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
~Special~MEETING DATE: 9.26.12
INITIATED BY: Eva /SDC

INFORMATION: ACTION: OR X DISCUSSION:

=====

AGENDA ITEM

Discussion of IGA between the Town and the DDA regarding the management of project costs, the responsibility for project costs and the governance of CDOT funds.

SUMMARY:

The IGA between the Town and the DDA is required by the CDOT IGA. This IGA will outline the responsibilities of the Town and DDA in terms of the costs and duties associated with the NEDPEDs project.

The attached IGA is a draft and I expect there will be additional changes from the Town's attorney. The Board of Trustees would approve the final version at their Oct 2, 2012 meeting and the approved version would come before the DDA at their regularly scheduled October meeting.

**DRAFT AGREEMENT REGARDING GRANT FUNDS
AND PROJECT COSTS**

THIS AGREEMENT REGARDING GRANT FUNDS AND PROJECT COSTS (this "Agreement") is made and entered into this 2nd day of October, 2012, by and between the Town of Nederland, a Colorado municipal corporation acting by and through its Board of Trustees, ("Town") and the Nederland Downtown Development Authority, a body corporate organized by the Town (the "DDA"). The Town and the DDA may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, the DDA was duly organized and formed in 2005 for the purposes of encouraging development and business in the Town's downtown commercial center; and

B. WHEREAS, the DDA is empowered by C.R.S. § 31-25-807(2)(d) to "plan and propose, within the downtown development area, plans of development for public facilities and other improvements to public or private property of all kinds, including removal, site preparation, renovation, repair, remodeling, reconstruction, or other changes in existing buildings which may be necessary or appropriate to the execution of any such plan which in the opinion of the board [of directors] will aid and improve the downtown development area;" and

C. WHEREAS, such "Plans of Development" are subject to approval by the Town's Board of Trustees after submission to the Town's Planning Department and a public hearing; and

D. WHEREAS, the DDA submitted a Plan of Development that included the Project to the Town Board of Trustees for approval and such approval was granted by the Town Board of Trustees on August 5, 2008; and

E. WHEREAS, at the DDA's request, the Town has applied and been approved for a Transportation Improvement Program Grant (the "Grant"), which funds are Federal Highway Administration ("FHWA") funds, to help finance certain sidewalk construction and related improvements along 2nd Street in Nederland and Highway 72/119, Application for FY 2012-2017 TIP Funding Request (the "Project"); and

F. WHEREAS, because the Project is to be funded, in part, by FWHA funds, it must be coordinated by the Colorado Department of Transportation ("CDOT"); and

G. WHEREAS, CDOT requires that the Town act as the Local Agency for the Project and enter into an Intergovernmental Agreement (IGA) with CDOT, a copy of which has been provided to the DDA, which IGA provides that CDOT will be reimbursed by the Local Agency for one hundred percent (100%) of its expenses incurred prior to CDOT and the Town entering into a formal agreement, which expenses include

preparation of budget documents, project scoping, scheduling, agreement documents, early environmental activities, and which costs cannot be paid from the Grant; and

H. WHEREAS, C.R.S. § 24-16-101 *et seq.* and the Colorado State Fiscal Rules, Chapter 3, Section 23, requires the allocation of project related costs, including a proration of administrative salaries, supplies, utilities, rents, telephones, training, etc. also be reimbursed by the Local Agency; and

I. WHEREAS, the Town has also provided the DDA with a copy of the Local Agency Contract Administration Checklist (the “Checklist”), which provides for the initial assignment of project development and construction activities, those activities being divided between CDOT (occasionally with FHWA clearance); and

J. WHEREAS, because the Project will be funded in part by FHWA funds, the Project must conform to certain federal requirements and regulations, including but not limited to environmental and rights-of-way clearances, Equal Employment Opportunity/Disadvantaged Business Enterprise requirements, and those related to utility, railroad, and consultant agreements, Davis-Bacon wage rates applicability, independent assurance testing and sampling and final inspection; and

K. WHEREAS, because the Project is located along 2nd Street and part of State Highway 72/119 within the Town of Nederland, CDOT regulations regarding sidewalks, curbs and gutters and stormwater drainage will apply; and

L. WHEREAS, these requirements may increase the cost of the Project over the estimated cost of \$960,000.00; and

M. WHEREAS, the Parties acknowledge that the Town cannot participate financially in funding the Project beyond acting as the Local Agency and loan proceeds payable out of the DDA’s TIF funding; and

N. WHEREAS, the DDA and Town intend to enter into this Agreement to set forth and clarify each Party's financial obligation with respect to and liability for the costs of the Project;

NOW THEREFORE, for and in consideration of the Recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

The Recitals set forth above are incorporated herein by reference and made a part of this Agreement.

1. Project Financing. Except for the Grant funds, which when received by the Town shall be applied solely to the Project, the DDA will provide all financing for the Project. The DDA acknowledges that it may be obligated to obtain Project financing from a third party in addition to the Grant, or may request additional loans against its TIF revenue from the Town.

2. Grant Funds. The Parties agree that the Grant funds shall be used solely for the Project. Upon receipt of Grant funds, the Town will reimburse the DDA for those expenses related to the Project that are reimbursable from Grant funds, and shall use any remaining Grant funds for the payment of costs, including materials and labor, for the construction of the Project.

3. Town Assistance. Town assistance with the Project shall be limited to applying for and receiving Grant funds, providing accounting for the disbursement of Grant funds, co-operative project management with CDOT pursuant to the Checklist, and in the event the DDA must obtain Project financing from a third party, assisting the DDA as necessary to acquire such financing, all at no additional cost to the Town beyond the contribution of salaried staff time. The DDA shall be responsible for those fees and expenses incurred by the Town attributable to publication of legal notices, referral costs, engineering services, attorney fees, planner/consultant fees, and the recording of documents that are directly related to the Project. The Town's liability for the Project, including the repayment of any DDA loan or other obligation related to the Project, shall be limited to the amount of the Grant funds actually received by the Town.

4. Matching Funds. To the extent that the Grant requires any funds be matched by the recipient, the DDA and Town agree that the DDA shall be solely obligated to furnish any matching funds.

5. Waiver. No failure by a Party to insist upon the strict performance of any term, covenant or agreement contained in this Agreement and no failure by a Party to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, covenant or agreement, or a waiver of any such right or remedy. No amendment or modification of this Agreement shall be valid or binding unless in writing and executed by both Parties.

6. Prior Negotiations. Each Party agrees that it has not relied upon or regarded as binding any prior agreements, negotiations, representations, or understandings, whether oral or written, except as expressly set forth herein.

7. Construction. The headings and captions hereof are for convenience only and shall not be considered in interpreting the provisions hereof. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and there shall be deemed substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

8. Binding Effect. This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

9. Notices and Demands. Any notice to be given hereunder shall be in writing and shall be hand delivered, sent by certified mail, postage prepaid, or by facsimile to:

If to the Town:
Alisha Reis, Town Administrator
P.O. Box 396
Nederland, CO 80466

With a copy to:
Carmen Berry Town Attorney
Murray Dahl Kuechenmeister & Renaud, LLP
2401 15th Street, Suite 200
Denver, CO 80202

If to the DDA:
Downtown Development Authority
P.O. Box 396
Nederland, CO 80466

With a copy to:
Norman F. Kron, Jr.
Grimshaw & Haring, P.C.
1700 Lincoln St., Ste. 3800
Denver, CO 80203

Any notice required or permitted hereunder shall be deemed to have been received either (a) when delivered by hand and the party giving such notice has received a signed receipt thereof, or (b) one (1) day following the date deposited with Federal Express or other recognized overnight courier, or (c) on the day following the date deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested.

10. Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, and venue for any action arising out of this Agreement shall be proper in the District Court in and for Boulder County, Colorado.

11. Authority. The signatories to this Agreement affirm and warrant that they

are authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

12. Appropriations. All obligations of the Parties under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the Parties' governing bodies for the purposes of this Agreement.

13. No Waiver of Governmental Immunity. The Parties, their directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S Section 24-10-101 *et seq.* as the same may be amended.

14. No Personal Liability. No official, director, officer, agent or employee of any Party will be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.

15. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which will constitute an original agreement, but all of which together will constitute a single agreement. A facsimile transmitted copy of this Agreement executed by one of the Parties hereto will be accepted as a copy of this Agreement originally executed by such Party.

16. Terms of Grant Control. The terms, requirements, and restrictions of the Grant are incorporated herein by reference. The Parties shall not act in a manner or suffer an omission that constitutes a material breach or violation of the terms of the Grant.

18. Third Parties. There are no intended third-party beneficiaries to this Agreement.

19. Modification. This Agreement may only be modified upon written agreement of the Parties.

20. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either party without the written consent of the others.

21. Binding Effect. The Town and DDA each bind itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement.

22. No Joint Venture. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the Parties other than independent contracting parties. Except as permitted under the remedies

provision hereunder, no Party shall have the express or implied right to act for, on behalf of, or in the name of any other Party.

23. Entire Agreement. This document, and all exhibits hereto, shall constitute the entire agreement of the Parties, superseding all prior oral or written communications.

THIS AGREEMENT is made and entered into as of the date first set forth above.

TOWN OF NEDERLAND

By: _____
Joe Gierlach, Mayor

ATTEST:

Teresa Myers, Town Clerk

NEDERLAND DOWNTOWN
DEVELOPMENT AUTHORITY

By: _____
Ron Mitchell, Chair

ATTEST:

Sue Churches, Secretary

AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
~Special~MEETING DATE: 9.26.12
INITIATED BY: Sue

INFORMATION: ACTION: OR DISCUSSION: X

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AGENDA ITEM:

Discuss a change to the November – Regular Meeting schedule.

SUMMARY:

The November meeting (11/21) falls on the day before Thanksgiving. We should discuss a change to this meeting, possibly to the Wednesday before (11/14) or the Wednesday after (11/28).

Please note: the earlier alternative (11/14) would have us meeting the day after the re-scheduled BOT meeting, while the later alternative (11/28) would have us meeting the day after our work session with the BOT.

RECOMMENDATIONS:

Possible reschedule – considering holiday, BOT meetings, etc.

FINANCIAL CONSIDERATIONS: None.