


**PUBLIC WORKS AND UTILITIES
MEMORANDUM # 08-15**

DATE: June 12, 2008

TO: Honorable Mayor Kathleen M. Novak and City Council Members

FROM: David Allen, Acting City Manager/Public Works and Utilities Director 

SUBJECT: CR - 93 - 2008 South Outfall Study Contract Award

RECOMMENDATION:

Attached to this memorandum is a Resolution which, if approved, would authorize the Mayor to execute a contract between the City of Northglenn and J&T Consulting, Inc. for the 2008 South Outfall Study Project in the amount of \$44,380.00 and authorize the City Manager to execute contingencies in an amount not to exceed \$4,438.00. Staff recommends approval of the proposed Resolution.

BACKGROUND:

In mid-2007 the City retained J&T Consulting, Inc. to update the 1986 City Wide Master Drainage Plan. Due to budget constraints, hydraulic modeling of the entire city was not included with the update. Specific areas of the City were identified in the City Wide Master Plan Drainage Update as needing additional investigation and/or modeling to identify specific improvements and potential upgrades to the existing storm sewer system. This is the largest geographic area containing the highest number of problem areas needing additional study to determine needed upgrades and potential options. The 'South Outfall Area' is generally the area of the City between the west corporate boundary to I-25 on the east and from 104th Ave south to the southern corporate boundary.

On April 21, 2008, the City accepted six (6) formal proposals from consultants. Fees for the professional services ranged from \$38,944.50 to \$50,640.00. The most qualified team, as ranked by Staff based on the stated criteria, was J&T Consulting, Inc at a cost of \$44,380.00. J&T Consulting, Inc. had the second lowest fee proposal and more experience with large area drainage studies than the lowest fee proposal. Most of the experience of the firm with the lowest proposal was limited to the development of specific sites as opposed to a more broad based geographic approach.

POTENTIAL OBJECTION:

City Staff is not aware of any specific opposition to the proposed Resolution.

BUDGET/TIME IMPLICATIONS:

There is no impact to the General Fund for this study. The 2008 Capital Improvement Budget included \$50,000.00 to complete this study. The budget as proposed for the contract is \$44,380.00 with a contingency in the amount of \$4,438.00 for a total of \$48,818.00. (Account No. 507.69212.000.3999.166).

STAFF REFERENCE:

Please contact David Allen, Director of Public Works and Utilities at dallen@northglenn.org.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-93
Series of 2008

Series of 2008

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND J&T CONSULTING, INC. FOR THE 2008 SOUTH OUTFALL STUDY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Agreement for professional services between the City of Northglenn and J&T Consulting, Inc., attached hereto, in the amount of \$44,380.00 with a 10% contingency of \$4,438.00 for a total amount not to exceed \$48,818.00 for the 2008 South Outfall Study is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this ____ day of _____, 2008.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
Acting City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 200__, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and J&T Consulting, Inc. (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

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

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed forty four thousand three hundred eighty dollars (\$44,380). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as

may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

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

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

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

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

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Consultant has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

B. Prohibited Acts. Consultant shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

(1) Consultant has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the U.S. Department of Homeland

Security and, if Consultant is not accepted into the basic pilot program prior to entering into this Agreement, Consultant shall apply to participate in the basic pilot program every three (3) months until Consultant is accepted or this Agreement has been completed, whichever is earlier.

(2) Consultant shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall:

a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the Affidavit attached hereto.

IX. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent 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 claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. Consultant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this

Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
Attn: Eve Craven
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently 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, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

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

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XV. INDEPENDENT CONTRACTOR

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

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal conflicting provisions in the Agreement establishing any monetary obligation beyond the current fiscal year.

Attached is **EXHIBIT A “SCOPE OF SERVICES”** and **EXHIBIT B “AMOUNT OF
COMPENSATION”**

SCOPE OF WORK

We would like to thank you for considering J&T Consulting, Inc. (JT) to provide engineering services to the City of Northglenn. Per your request we have reviewed the request for proposal and addenda and have developed the following approach to completing the proposed project.

We perceive the overall goals of the project are as follows:

- Develop a ROW and topographic survey to supplement the City's existing GIS information and topography.
- Develop more accurate data on the existing storm sewer in the South Outfall area such that an existing model can be built, calibrated, and used to provide information on potential upgrades to the storm sewer.
- Develop and analyze alternative solutions to upgrade the storm sewer where flooding of the system can be mitigated and controlled to maintain public safety.
- Implement the findings of this study into the Master Drainage Update such that the proposed upgrades can be included in the City's CIP Prioritization Matrix.

Our project team is very familiar with the previous City Wide Drainage Plan Update and has provided input based on this information that is detailed in our project approach and phased tasks.

PROJECT APPROACH

JT has provided an approach to this project that will place emphasis on communication and exchange of information between City staff, citizens of Northglenn, and our project team to provide a thorough and efficient approach to performing the design and developing the construction documents for this project. The scope of work described in our proposal is based on the requirements of the request for proposals and project team's previous experience with similar projects.

PROJECT COORDINATIONProject Management

Project management of the overall project will be provided by JT. Mr. J.C. York will be the project manager and liaison between the City and the JT project team. Mr. Jason Murray will be the assistant project manager and provide an alternate contact.

Our approach to project management is to develop a project management plan with the City to ensure their requirements are addressed. The elements of the project management plan will included the goals and objectives of the project (assumptions taken from the RFP to be confirmed during contract negotiations and at the project



kickoff meeting), scope of work (taken from RFP and confirmed during contract negotiations), project schedule, financial plan/budget, consultant and City project team organization/resources/responsibilities, communication plan, contingency/risk management plan, and the ongoing quality control process.

Part of this task will include monthly status reports describing the progress on the individual tasks in the scope of work. These reports will also include the project team invoicing, overall budget tracking schedule of tasks and fees, and the overall budget tracking.

Communication will be emphasized in this task to keep Ms. Pam Acre and Ms. Joliette Woodson and the City staff apprised of any project issues that arise. A log of the project issues will be kept to ensure that issues are addressed and indicate when and what decisions/actions were made to keep the project moving in an efficient manner to meet the overall project schedule and budget constraints.

Project Kickoff Meeting

A project kickoff meeting will occur after the notice to proceed has been issued. As there are many initial items and action items to discuss, this meeting will be very important for the City team and the JT project team to communicate with each other to better define the goals, objectives, success factors, and associated performance measures of the project. A communication plan will be established for all of the team members involved to setup contact information and project/progress/milestone meetings.

TASK 1 – SURVEYING AND INVENTORY OF EXISTING INFRASTRUCTURE

Key information will need to be provided to JT prior to commencement of the surveying task. "Wet" Utility locations will need to be provided by the City of Northglenn (City) and the Utility Notification Call Center (UNCC) prior to conducting the topographic survey. Accurate Underground, a utility locating service, will be retained to located dry utilities for the project area.

ROW and Topographic Survey

JT will coordinate with Curtis Hoos of American West Land Surveying Co. (AWLS) to provide the ROW and topographic survey. This task will include establishment of horizontal and vertical control (State Plane Coordinates NAD 83 and NAVD 88), locations of all utilities in the area, ROW corridor survey, topographic survey, locations of existing roadway, curb and gutter, and drainage structures where required. AWLS will provide as-built survey information on existing storm sewer infrastructure inside of the study area that will consist mainly of the 104th Avenue storm sewer and the South Outfall in Huron Street and east towards I-25. AWLS will provide cross sectional data in all the streets and areas where the existing storm sewer mains and drainage facilities are located within the study area, as well as some of the lateral runs, and any proposed

alternate alignments. JT will also need spot elevations in certain areas to verify location of high and low points in the study area where detailed topography is not needed. ALWS will survey all utilities that are located by the City and other utility providers that are marked or identified in the field. AWLS will provide ROW and boundary information within the study area based on research at the City and Adams County.

Inventory / Verification of Existing Storm Sewer

JT will provide field verification of the existing storm sewer infrastructure sizes, layout, and condition. The verification will be utilized to ensure accurate input information is used for the storm sewer modeling.

Survey Coordination

JT will coordinate with AWLS on a daily basis during the field survey of the study area to assist with locating storm sewer mains and laterals as well as determining the areas and information needed to complete survey.

Progress Meetings

JT anticipates that the project and progress meetings will occur at the beginning and end of major tasks/milestones. Progress meetings will be necessary to discuss project issues with City staff. JT envisions the frequency of meetings to be bi-weekly during the initial phases of the project and monthly thereafter.

TASK 2 – DRAINAGE ANALYSIS AND MODELING

JT will also need some guidance on design frequency for conceptual storm sewer sizing prior to beginning the drainage analysis and modeling. We anticipate discussions of how the City would like to proceed in regard to the City standards and UDFCD standards for conveying different frequency storms (i.e. 2-year, 5-year, 10-year, 50-year, and 100-year storms).

Drainage Data Assembly and Review

Using the information developed in Task 1, JT will conduct a drainage analysis of the study area. JT will review and assemble the field survey data so that it can be utilized for implementation into the computer model. The Colorado Urban Hydrograph Procedure (CUHP) for drainage basin hydrology will be utilized to calculate peak flows for different frequency storms.

Model Construction and Calibration

JT will be using EPA Storm Water Management Model (SWMM) which is currently accepted by the Urban Drainage and Flood Control District (UDFCD) for routing. JT will construct the model and then calibrate based on the field verification of the storm sewer

infrastructure in Task 1 and the previous studies conducted for the City of Northglenn and the UDFCD. Once the model is constructed the first run will be conducted for the existing storm sewer system. The results of the first run will indicate where JT will start investigating concept design sizes and layouts for the proposed storm sewer upgrades. This will ultimately be based on the criteria JT and the City (as mentioned in the introductory paragraph to this task) discuss before this task will begin.

JT will utilize Storm CAD for initial sizing of proposed storm sewer pipeline upgrades. HEC-RAS will be utilized for any open channel sizing based on the cross section topography. The UDFCD's UD-Inlet spreadsheets for Excel version 2.10 will be utilized for street and inlet hydraulics / sizing.

Alternatives Analysis / Preliminary Storm Sewer Sizing

An alternatives analysis will be completed for sizing and layout of the storm sewer main(s) in 104th Avenue and the South Outfall in Huron Street east to the regional detention pond just upstream of I-25. Depending on the design criteria selected several combinations of using the street, storm sewer, and open channels could be utilized to control flooding in the area. JT is confident there are a number of combinations that could be utilized as a solution to the flooding problems that have been identified in the previous reports and the recently completed City Wide Drainage Plan Update.

Opinion of Probable Construction Costs

JT will provide an opinion of probable construction costs for the alternatives, updating the costs provided in the previous phases of the City Wide Drainage Plan Update for the 104th Avenue and South Outfall storm sewer.

The opinion of probable construction costs will provide unit costs for installation of the main infrastructure improvements (i.e. paving, sub-grade, earthwork, storm sewer, cast-in-place concrete structures, etc.). Construction cost contingencies will be included to account for incidentals not identified in the main infrastructure improvements.

Report Preparation and Engineering Review

A report will be prepared summarizing the information gathered and analysis provided so that it can be incorporated with the City Wide Drainage Plan Update. We anticipate that the report format will be similar to the previous City Wide Drainage Plan Update.

The report will be submitted as a draft for DRC and City Staff to review. Six copies of the draft report will be submitted as spelled out in the RFP. JT will address and incorporate any comments arising from the review into the report prior to the final submittal to the City. JT will coordinate with City staff to determine the number of final copies of the report to be submitted when we receive comments back from the City review.

PROJECT SCHEDULE

The project schedule was developed based on our experience with similar projects and the requirements spelled out in the RFP. We have provided a reasonable schedule to complete the project. We have assumed there will be constant communication between the project team and the City's team and could see instances where review periods for the City may not require the 30 days as defined in the RFP. This is definitely an item that should be discussed at the project kickoff meeting so the City can help us better understand the requirements of the proposed schedule. We have provided a schedule that allows for the project to be completed in September of 2008. The attached schedule is provided in the form of a gant chart on the following page.



City of Northglenn South Outfall Study

| ID | Task Name | Duration | Start | Finish | Predecessors | 2008 | | | | | |
|----|--|----------|-------------|-------------|--------------|------|-----|-----|-----|-----|-----|
| | | | | | | Apr | May | Jun | Jul | Aug | Sep |
| 1 | RFP and Award | 57 days | Mon 4/21/08 | Tue 6/17/08 | | | | | | | |
| 2 | Proposal Deadline | 0 days | Mon 4/21/08 | Mon 4/21/08 | | | | | | | |
| 3 | Proposal Review / Short List Determination | 7 days | Mon 4/21/08 | Sun 4/27/08 | 2 | | | | | | |
| 4 | Consultant Selection | 7 days | Mon 4/28/08 | Sun 5/4/08 | 3 | | | | | | |
| 5 | Notice of Award | 0 days | Sun 5/4/08 | Sun 5/4/08 | 4 | | | | | | |
| 6 | Contract Negotiations | 7 days | Mon 5/5/08 | Sun 5/11/08 | 5 | | | | | | |
| 7 | Notice to Proceed | 0 days | Tue 6/17/08 | Tue 6/17/08 | 6 | | | | | | |
| 8 | Project Initiation | 1 day | Tue 6/17/08 | Tue 6/17/08 | | | | | | | |
| 9 | Project Kickoff Meeting | 1 day | Tue 6/17/08 | Tue 6/17/08 | 7 | | | | | | |
| 10 | Task 1 - Surveying and Inventory of Existing Infrastructure | 94 days | Tue 6/17/08 | Thu 9/18/08 | | | | | | | |
| 11 | ROW and Topo Survey | 30 days | Tue 6/17/08 | Wed 7/16/08 | | | | | | | |
| 12 | Inventory / Verification of Existing Storm Sewer | 21 days | Tue 6/17/08 | Mon 7/7/08 | | | | | | | |
| 13 | Progress Meetings | 39 days | Tue 6/24/08 | Thu 9/18/08 | | | | | | | |
| 14 | Task 2 - Drainage Analysis and Modeling | 70 days | Mon 7/21/08 | Sun 9/28/08 | | | | | | | |
| 15 | Drainage Data Assembly and Review | 10 days | Mon 7/21/08 | Wed 7/30/08 | | | | | | | |
| 16 | Model Construction and Calibration | 7 days | Thu 7/31/08 | Wed 8/6/08 | 15 | | | | | | |
| 17 | Alternatives Analysis / Preliminary Storm Sewer Sizing | 16 days | Thu 8/7/08 | Fri 8/22/08 | 16 | | | | | | |
| 18 | Opinion of Probable Construction Costs | 7 days | Sat 8/23/08 | Fri 8/29/08 | 17 | | | | | | |
| 19 | Report Preparation and Engineering Review | 14 days | Sat 8/30/08 | Fri 9/12/08 | 18 | | | | | | |
| 20 | City Review | 6 days | Sat 9/13/08 | Thu 9/18/08 | 19 | | | | | | |
| 21 | Incorporate City Review Comments into Report | 10 days | Fri 9/19/08 | Sun 9/28/08 | 20 | | | | | | |



South Outfall Study
 JCY - 6/2/2008 Schedule

| | | | |
|----------------------------|--|---------------------------|--|
| Task | | Rolled Up Progress | |
| Progress | | Split | |
| Milestone | | External Tasks | |
| Summary | | Project Summary | |
| Rolled Up Task | | Group By Summary | |
| Rolled Up Milestone | | Deadline | |

2008 RATE SCHEDULE



J&T Consulting, Inc.

Professional Services

| | |
|--|---------------|
| Clerical Support | \$45 |
| Designer | \$65-\$80 |
| Senior Designer | \$75-\$90 |
| Senior Technical Advisor | \$105-\$130 |
| Project Manager / Owner's Representative | \$85 - \$110 |
| PE I (Design & Field) | \$75 - \$110 |
| PE II (Project Management & Public Hearings) | \$105 - \$130 |
| PE III (Expert Witness) | \$155 |

Expenses

| | |
|--|------------------|
| Mileage | Current IRS Rate |
| Office Materials, Postage & Reproduction | Cost + 5% |
| Normal Density Bond Plots (line work) | \$1.50 / sf |
| High Density Bond Plots (images, photos, charts, etc.) | \$4.00 / sf |
| Mylar Media Surcharge | \$5.00 / sf |
| Grey Scale prints (text) | \$0.05 / page |
| Color Prints (text) | \$0.10 / page |
| High Density Prints (images, photos, charts, etc.) | \$1.00 / page |

April 2008

American West Land Surveying Co. Rate Schedule

**331 South 4th Avenue
Brighton, CO 80601
303-659-1532**

| Item Description: | Unit: | Unit Price: |
|---|--------------|---------------------|
| • Crew Rates: | | |
| One person & Equipment (Trimble 5600) | Hour | \$135.00 |
| One person & GPS (Trimble 5700 / RTK) | Hour | \$160.00 |
| Two person & Equipment(Trimble 5600) | Hour | \$230.00 |
| Two person & GPS (Trimble 5700 / RTK) | Hour | \$270.00 |
| Project Manager/Research | Hour | \$95.00 |
| PLS Review & Certification | Hour | \$100.00 |
| CAD/Survey Technician | Hour | \$85.00 |
| • Miscellaneous Services: | | |
| Field Supplies | | Cost + 30% |
| Per Diem (when required) | Day | \$115.00 |
| Consultation in Connection with Litigation Testimony and Similar Matters. | Hour | \$150.00 |
| Transportation | Mile | \$1.25 |
| • Overtime Rates: | | |
| All Crew Rates | Hour | Standard Rate + 50% |

REFERENCE # 1

Firm: City of Northglenn

Project Name: Croke Reservoir

Project Contact: Joliette Woodson

Contact Phone Number: 303-585-0010

Contract Total: N/A

Project Description: Design and Construction Management

How did the Consultant perform during construction?
Exceptional.

Were there a significant amount of change orders?
Yes but not generated by Consultant.

Who was responsible for the construction administration? How well did the Consultant work with the construction managers?
Consultant was responsible for contract administration.

Was the project schedule met? If not, why?
Yes.

Would you select the Consultant again?
Yes.

Any other comments?
None.

REFERENCE # 2

Firm: City of Greeley

Project Name: Miscellaneous

Project Contact: Phil Carter

Contact Phone Number: 970-350-9826

Contract Total: \$100,000

Project Description: Pump station design and permitting. Water Balance Study.

How did the Consultant perform during construction?

Great.

Were there a significant amount of change orders?

No.

Who was responsible for the construction administration? How well did the Consultant work with the construction managers?

Yes, they do construction administration.

Was the project schedule met? If not, why?

Yes. If schedule was blown it wasn't their fault.

Would you select the Consultant again?

Definitely.

Any other comments?

None.

REFERENCE # 3

Firm: Northern Colorado Constructors, Inc.

Project Name: Clay Liner Design

Project Contact: Mr. John Zadel

Contact Phone Number: 303-857-1754

Contract Total: \$300,000

Project Description: Clay Liner Design for Gravel Pits for City of Westminster. Design Build project with Westminster for water Line

How did the Consultant perform during construction?
Wonderful. Really like them. Very helpful with permitting.

Were there a significant amount of change orders?
No.

Who was responsible for the construction administration? How well did the Consultant work with the construction managers?
They performed construction administration for multiple projects. Performed well.

Was the project schedule met? If not, why?
Yes.

Would you select the Consultant again?
Definitely.

Any other comments?
None.

PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: J & T Consulting, Inc.
(Prospective Consultant)

TO: City of Northglenn
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name South Outfall Study

Bid Number RFP-14 Project No. _____

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien and that I (we) have confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the United States Department of Homeland Security.

Executed this 28th day of May, 2008.

Prospective Consultant J & T Consulting, Inc.

By: James E. Upel

Title: Secretary / Principal

| Finance Dept Use Only | |
|-----------------------|-------|
| Initials | _____ |
| Date | _____ |
| PO # | _____ |

AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, James C. York, am an owner member/shareholder of J+T Consulting, Inc. a Corporation [specify type of entity-i.e, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, James C. York, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- A valid Colorado Driver's license or a Colorado identification card*
- A United States military card or a military dependent's identification card*
- A United States Coast Guard Merchant Mariner card*
- A Native American tribal document or*
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the consultant's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

James C. York
Signature

5/28/08
Date

| | |
|------------------------------|-------|
| Finance Dept Use Only | |
| Initials | _____ |
| Date | _____ |
| PO # | _____ |