

**PLANNING DEPARTMENT
MEMORANDUM # 14 - 02**

DATE: February 24th, 2014
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager *JAP*
Brook Svoboda, Director of Planning & Development *BS*
David H. Willett, Public Works Director *DHW*
Jason Loveland, Director of Finance *JL*
SUBJECT: CR-20 2014 Maintenance and Operations Market and Site Analysis

BACKGROUND

On December 16th, 2013, Invitation for Bid (IFB 2013-35) was issued for the 2014 Maintenance and Operations Market and Site Analysis. The purpose of the solicitation was advertised as follows:

The 2014 Maintenance and Operations Market and Site Analysis is to identify the opportunities and constraints for redeveloping the property in as a transit development opportunity associated with the FasTracks Eastlake Station.

On January 17th, 2013, the City accepted three (3) formal bids for the 2014 Maintenance and Operations Market and Site Analysis – Economic Planning Systems, JRES and ArLand Lund Use Economics. One of the three bids was deemed to be unresponsive (JRES), while the two remaining proposals (EPS and ArLand) were deemed to have merit. Through the evaluation review process, the two proposals were deemed to be of near equal competency and value. As a result, interviews were held to determine the preferred candidate. **ArLand LLC** was selected as the preferred candidate, with a final negotiated price in the amount of \$43,255.00. The following factors were what lead to selecting ArLand LLC:

- Demonstrated better approach to site feasibility – getting more value than requested
- Comprehensive and thoughtful approach to presenting to Council
- Provided cost saving measures that allowed their proposal to come in closer to the estimated project budget

BUDGET/TIME IMPLICATIONS

This project will be appropriated from the Planning Department Operational Division's Professional Services account line item.

Professional Services	\$130,000.00
Maintenance and Operations Market and Site Analysis (ArLand LCC)	(\$43,255.00)
10% Contingency	<u>(\$4,325.50)</u>
Remaining Budget Line Item Balance	\$82,419.50

RECOMMENDATION

Attached to this memorandum is CR-20 a resolution that, if approved, would:

1. Authorize the Mayor to execute a contract between the City of Northglenn and ArLand LLC for the **2014 Maintenance and Operations Market and Site Analysis** in the amount of **\$43,255.00**
2. Authorize \$4,325.00 as a contingency and authorize the City Manager, on behalf of the City, to approve minor changes in the scope of work and execute relevant change orders up to the approved expenditure limit of \$47,580.00.

Staff recommends approval of the proposed Resolution as presented.

STAFF REFERENCE

Brook Svoboda, Director of Planning & Development bsvoboda@northglenn.org 303.450.8937

ATTACHMENTS

ATTACHMENT 1 CLERK CERTIFICATION OF BID SUMMARY & BID TABULATION

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-20
Series of 2014

Series of 2014

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ARLAND, LLC FOR A MAINTENANCE AND OPERATIONS FACILITY MARKET AND SITE ANALYSIS

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

Section 1. The Professional Services Agreement between the City of Northglenn and ArLand, LLC, attached hereto, in the amount of \$43,255.00 with a ten percent (10%) contingency of \$4,325.00 for a total amount not to exceed \$47,580.00 for a Maintenance and Operations Facility Market and Site Analysis 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 _____, 2014.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
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 _____, 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and ArLand LLC (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-three thousand, two hundred and fifty five dollars(\$43,255.00). 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 who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

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 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.
2. Consultant shall not use the E-Verify Program or the Department 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 who is performing work under the Agreement, 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 who is performing work under the Agreement; 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 who is performing work under the Agreement; 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 who is performing work under the Agreement.

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 NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and 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 shall, to the fullest extent permitted by law, defend and 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 Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and 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 one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) 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: Brook Svoboda, Director of Planning & Development
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 three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat., §§ 24-10-101, et seq., 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 of 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.

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Consultant: ArLand LLC
2200 S Clarkson St
Denver, CO 80210

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____

ATTEST:

Print Name

Johanna Small, CMC Date
City Clerk

Title Date

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: Arleen Taniwaki

ATTEST:

By: Matthew Jaramillo
MATTHEW JARAMILLO
Print Name

Arleen Taniwaki
Print Name

Principal
Title Date

Notary Public 2/7/14
Title Date

City's Project Manager

The foregoing instrument was acknowledged before me this 7th day of FEB, 2014, by ARLEEN T TANIWAKI

Witness my hand and official seal.

Matthew Jaramillo

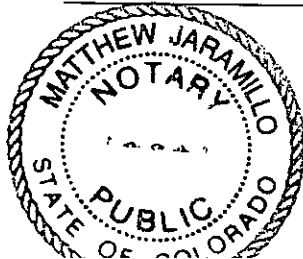


EXHIBIT A

A. INTRODUCTION AND EXECUTIVE SUMMARY

The proposed project team will be comprised of

ArLand Land Use Economics (ArLand) provides economic, market and financial analysis for real estate development, land use and transportation plans and strategies. *Arleen Taniwaki* of ArLand will be the project manager for the economic and financial analysis and the overall manager for the project. She will be joined by *Ted Kamp*, who brings exceptional analytical skills to the project and *Ryann Anderson*, who will provide research support throughout the project process.

ArLand works closely with public agencies and private developers and owners to maximize their development and land use plans. The firm has worked throughout the Front Range on market, economic, and financial studies for subarea plans, specific plans and real estate development projects. It is currently working in Thornton on the 88th Avenue and 104th Avenue Station Area Plans and is familiar with area market conditions. ArLand also worked in the City of Northglenn on the Malley Area Market Study several years ago. The firm has worked on subarea and TOD plans in Denver, Lakewood, Aurora, Arvada, Wheat Ridge, Brighton, Fort Collins, and Loveland, as well as in California, New Mexico, and Utah. Earlier in her career, Ms. Taniwaki was a project manager for the development of multifamily, light industrial, office, and retail developments for a master developer and group of investors, and has worked closely with engineers, architects and City staff in evaluating the feasibility of development projects and managing construction and lease-up.

OZ Architecture (OZ) has provided planning and design services for over 20 maintenance facilities for public entities along the Front Range in the past dozen years. OZ's work includes site identification and evaluation to full buildout for maintenance facilities. Additionally, OZ has provided master planning services for scores of developments along the Front Range, including housing, offices, hotels, and public facilities.

Joe Levi, Principal at OZ, Project Manager and Lead Architect for many of OZ's projects, will lead the facility needs assessment and relocation analysis. Joe champions a collaborative approach to improve the communications, knowledge sharing, and expectations of the building industry as a whole. This approach works best from the initial identification of a need through funding, programming, design, construction and occupancy. With this larger picture in mind, his projects have achieved both excellent design and an enhanced ability to meet budgets and schedules. Joe is actively involved with the Denver community, serving on a number of committees that focus on the continuing development of the design and construction industry. These include the AIA AGC ACEC Liaison Committee, the Owners Roundtable and the Integrated Design Process Resource Committee.

Drexel, Barrell & Company (DBC) will be an essential part of our team for analyzing the feasibility of potential sites and providing construction cost estimates for potential site plans. DBC has recent experience throughout the region on similar maintenance facility projects including: Civil Engineering and Surveying for the Summit County Fleet Maintenance Facility in Frisco, Fleet Maintenance Facility for Halliburton in Fort Lupton, and the Longhorn Transportation and Vehicle Storage Facility in Boulder County. DBC also has up to date cost estimating information for similar projects that can be used to provide accurate construction costs estimates for development scenarios.

DBC's Project Manager, *Anne M. Pagano, MSCE, P.E., LEED AP, Senior Associate*, has designed hundreds of projects throughout Colorado during her 16 year career as a Civil Engineer. Anne was the project manager for both the Summit County Fleet Maintenance Facility and the Halliburton Maintenance Facility. Anne's broad experience ranges from municipal facility design to utility and roadway design, as well as site planning and community master planning. Additionally, *Paul Moreau, P.E., Senior Transportation Engineer*, will assist Anne with the transportation and roadway aspects of the project, including access and cost estimating.

Pinyon Environmental (Pinyon) Pinyon Environmental, Inc. (Pinyon) has 20 years of demonstrated environmental consulting experience, including transportation and transit projects, to variety of clients in the private and public sector. Pinyon will provide an estimate for the costs associated with completing an environmental review and mitigation of potential environmental contaminants assumed to be present at the existing maintenance facility. Pinyon was on the North Metro Corridor Environmental Impact team and is slated to be the environmental lead on the Graham, Balfour Beatty, Hamon Constructors (GBBH) team recently selected to design and build RTD's North Metro Rail Line. *Scott Epstein*, Pinyon's Project Manager for the North Metro Corridor and this project, has performed many Phase I and Phase II investigations and has experience in conducting subsurface investigations of soil and ground water.

B. PROPOSAL / SCOPE OF SERVICES

1. Kick off Meeting

The ArLand team will meet with the City to review the project scope, project timeline, budget, as well as gather any other relevant information. A discussion of recent history, RTD construction schedule, developer interest, and other topics would also be discussed. A list of the appropriate City staff, City Council, neighborhood business associations, agencies, developers, and others to be interviewed will be discussed as well as potential meeting schedules.

Because of the relatively quick time frame and the high level nature of the discussion in order to help the City frame a decision and next steps, scope "creep" will be discouraged. Meetings will be scheduled as far in advance as possible. A number of the steps described in the scope include interviews. The City's Project Manager will be asked to set up meetings with agency and staff, many of them as "back to back" as possible. The kick-off meeting will go into detail with respect to schedule and scope to set the appropriate tone for the project. The ArLand Project Manager will also check in with the individual subconsultants on a bi-weekly basis once the project is ongoing. Regular invoicing on a monthly basis is a tool to keep budgets aligned also.

The City Project Manager will also be asked to be proactive with other City staff to ensure that questions that are at a greater level of detail not appropriate at this time be proactively managed. At the same time, those questions may be appropriate later. The City's Project Manager and the Consultant team manager will keep a running list of those questions to be included in the report and to be potentially addressed in subsequent steps.

2. Market Analysis

2.1 Identify Development Opportunities

The market analysis will be focused on identifying and quantifying potential future development opportunities. The Eastlake TOD market analysis will be reviewed with findings and market implications discussed with City of Thornton staff in order to place the Northglenn site in the broader station area context. In order to lay the framework for future potential revenues from TOD development, the analysis will examine the office, retail, entertainment, institutional, civic and housing markets, along with their parking needs potentially developable in the area, both short and long term. Tasks to be undertaken include:

- Establish the market area for different land use types.
- Review current and forecast population demographics and employment characteristics for the Northglenn market area and the City of Northglenn.
- Analyze market area trends in the office, retail, housing, and entertainment sectors. Establish demand forecasts based on forecasts for growth in the market area and the potential for the Eastlake station area to participate in future growth. Recommend the percentage of new housing units to be developed as affordable / workforce / and market area units and the impact to the City of Northglenn and the market area of new housing development at the station area.
- Establish institutional and civic interest based on interviews with appropriate agencies regarding their plans for future growth and development.
- Develop short and long term scenarios for potential future land uses at the M&O property by land use type. In order to develop financial scenarios, provide potential density ranges and land areas needed in order to accommodate the different land uses as well as associated parking. These calculations will be developed based on generally accepted density ranges and land areas needed found at other developments in the Denver Metro Area and the findings of the market study.

2.2 Development Preparation Costs

DBC will provide the team with cost estimating for demolition of existing infrastructure, pavement removal, or other site related removals that may be proposed with the existing facility. Through discussions with City Staff and utility providers, DBC will take a high level look at the infrastructure needs (and impacts) associated with potential development of the existing facility, including utilities, drainage and roadways.

Pinyon Environmental will provide a general estimate for the costs associated with completing an environmental review. Through a discussion and walk-through of the site with appropriate City staff, Pinyon will provide a potential range of mitigation costs associated with environmental contaminants assumed to be present on the property.

2.3 Facility Needs Assessment and Relocation Analysis

OZ and DBC will primarily lead this section of the project assessing the current maintenance facility and projecting future potential need. Through its past projects, OZ has developed and refined a detailed step by step project approach to site selection to assure that the process methodically filters the selection down to the most suitable site. By being objective in quantifying and qualifying sites, the team will produce an unbiased report in an open forum avoiding problems often associated with these reports. Tasks to be undertaken include:

a. Identify Status Quo

The team will identify status quo (current conditions), gather and understand facts from the City of Northglenn.

- Obtain & review current documentation including program or standards, vehicle and equipment inventory
- Observe work & look at repair records
- Interview key employees with questionnaires
- Review potential City assets for repurposing
- Obtain information from potential similar providers (agencies) from the City

b. Develop Program for Current and 2034 needs

This will be especially important since there are potentially several different departments / agencies coming under one roof with the opportunity to combine common area spaces such as locker rooms, large muster areas, conference spaces, reception etc.

- Work with City Staff to determine growth; work with facilities to standardize work spaces
- Work with occupants to determine specialized spaces & amenities
- Seek synergies to combine department common spaces
- Determine components for possible multiple sites
- Develop interior & exterior site program
- Share data with similar providers from City / other agencies with generated list for future discussions on sharing

c. Measure Needs vs. Industry Standards

Through our feasibility study, we will help measure needs with Industry Metrics. Going by rule of thumb can be dangerous as there are many factors. We build up the factors to provide for interim checks against current practice thus creating a more accurate study. Below is a basic list that our team uses including:

- Lane miles of road maintained determine number of vehicles
- Miles per vehicle determine servicing PM & repair requirements
- Servicing requirements determine number of mechanics
- Number of mechanics determine number of bays
- Number of bays determine total building area

d. Analyze Alternative Sites, Develop Prototype & Site Size

The next phase of the feasibility study is to take the data collected and develop a prototype for the maintenance facility building and site. Two alternatives will be suggested. Potential

for shared space and joint facilities will be explored. The team will also take the test program and compare it to industry standards and adjust the program if requested by the City of Northglenn.

- Determine area of lot required to house prototype facility
- Determine minimum dimensions of site
- Analyze alternative sites using a matrix style approach with a focus on topography, grading, drainage, utilities, floodplain, access, etc. The City will be asked to provide any existing surveys and other information, as available.

3. Funding and Financing

3.1. Costs vs. Benefits

While there are a range of municipal responses to TOD interest, in order to develop the densities and incentivize development to best take advantage of transit proximity, a more proactive response to address public infrastructure issues, zoning, planning, and financing issues, have generally received better responses from the development community, depending on the market and location.

In order to start developing the baseline framework for the City's potential role, an understanding of the basic economics of the potential development would be necessary.

- Consolidate the costs for potential site demolition, site development, environmental remediation, and preliminary relocation costs for the M&O facility.
- Develop potential revenues for land values for each of the land uses based on an assumption that general site preparation and remediation costs would be undertaken by a master developer and land has been assembled. (Land assembly strategies would be specifically addressed in the next step). Future revenues from TOD would be encapsulated in the land value number.
- Compare the costs vs. benefits and identify the range of the potential financial gap.

3.2 Financing Strategies and Tools

In general, public financial participation in development projects has been focused on gaps in public infrastructure and other "public" benefits to help alleviate the perception that public funds are being used to benefit a private developer. The range of tools commonly used include:

- Financing tools such as urban renewal, metropolitan districts, and other special districts to fund specific infrastructure challenges
- Grants and other special funds
- Municipal bonding and other municipal tools and assets (land in other locations)

The range of tools can also be used in a variety of different ways under different potential organizational structures. Public / private partnerships where both the public and private sectors share in the roles and responsibilities of development are a way that private development can be

incentivized, particularly in situations where there are extraordinary public infrastructure costs. The public sector benefits from the tangible long term sales and property tax benefits, but also intangibly from a TOD, which may be new to the community and potentially brings valuable amenities. The public sector can take a range of roles, from facilitation of land use approvals, land assembly, up to participating in the risks and rewards of development. Front Range communities vary in their participation. The range of possibilities for participation will be shared with the City of Northglenn.

3.3 *TOD Revenue Anticipation*

Characteristics of future potential development will be described, including potential units, commercial and other types of services, and their potential to generate property and sales tax revenues to the City. A projection of the temporary and permanent jobs that will be created will be developed. An analysis of the potential economic / fiscal impacts of using developer incentives such as urban renewal and/or metro districts, and other special districts will be analyzed, particularly with respect to potential school district revenues and other agencies potentially impacted by the use of funds for urban renewal.

4. **Recommendations and Development Strategy**

Based on tasks in the previous steps, a strategic recommendation regarding next steps would be made based on:

- Cost vs. Benefit of the cost estimates for relocation vs. revenue anticipation from the sale, development, and ongoing tax revenue of the TOD development
- Based on RTD's latest schedule and market cycles for the land uses being considered, a discussion of market timing and the potential next steps needed in order to make development feasible
- A discussion of potential public / private partnerships scenarios and funding tools that would be most feasible based on previous discussions with the City of Northglenn and the analysis
- A discussion of potential intangible benefits associated with relocation and potential TOD
- Two preliminary site layouts and scenarios for relocation of the M&O facility

5. **Report and Presentation**

The mapping, data analysis, interview insights and recommendations will be summarized into an Executive Summary with supporting technical reports. Graphics and maps used wherever necessary to make a point. Analytical steps and sources will be explained. The report will be a clear and concise summary of the key points and strategic recommendations, including an ideal mix of land uses at build out, strategic next steps to facilitate redevelopment, and conclusions from the facilities analysis.

The team will also be available to make a presentation to City staff / City Council as needed.

EXHIBIT B

BID SUMMARY

January 17, 2014

ArLand Land Use Economics, In association with OZ Architecture, Drexel Barrell and Pinyon Environmental
(Vendor Name)

Hereby submits to the City of Northglenn, Colorado the following bid items complete and in place as specified for the:

Market, Site Assessment, and Relocation Analysis for the M&O Facility

BASE BID		
Item	Description	Total Cost
1	Executive Summary / Recommendation	\$9,313.75
2	TOD Market Analysis - Summary Report	\$11,313.75
3	Facility Needs Assessment - Summary Report	\$9,313.75
4	Relocation Assessment - Summary Report	\$13,313.75
	TOTAL	\$43,255.00

Total for Base Bid \$ 43,255.00

Total in words Forty-three thousand, two hundred and fifty five dollars

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

FROM: Arland LLC
(Prospective Consultant)

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

Project Name City of Northglenn, Market, Site Assessment and
Relocation Analysis for M+O Facility RFP 2013-35

Bid Number 2013-35 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 who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 1st day of February, 2014.

Prospective Consultant Arland LLC

By: [Signature]

Title: Manager/Principal

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Consultant participates in the Department of Labor Lawful Presence Verification Program)

I, Anland LLC, as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

[Signature]
Consultant Signature

2.7.2014
Date

STATE OF COLORADO)
COUNTY OF DENVER) ss.
COLORADO)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 7TH day of FEBRUARY, 2014, by ANLEW TANWAKI as MANAGER of ANLAND LLC.

My commission expires: (S 8/30/15)

EAL)



[Signature]
Notary Public

NO EMPLOYEE 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, Aileen Taniwahi, am an owner/member/shareholder of Ailana LLC, a _____ [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. -

All are 1099's

2. Check one.

I, Aileen Taniwahi, am a United States citizen or legal permanent resident.

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

- o A valid Colorado Driver's license or a Colorado identification card*
- o A United States military card or a military dependent's identification card*
- o A United States Coast Guard Merchant Mariner card*
- o A Native American tribal document or*
- o 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*
- o 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.

Aileen Taniwahi
Signature

2.7.2014
Date