



**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2014 – 39**

DATE: August 11, 2014
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager
David H. Willett, Director of Public Works 
SUBJECT: Council Resolution
Lamp, Rynearson, and Associates – Professional Services Agreement, Addendum #1 

BACKGROUND

The City of Northglenn has utilized Lamp, Rynearson, and Associates to provide engineering support and assistance in administering water rights since 1997. Lamp-Rynearson is currently working on change case applications for FRICO shares and Church Ditch inches. In addition, the Lamp-Rynearson scope of services also includes provisions for providing expert testimony during any pending or future cases in State of Colorado District Court/Water Division that affect the City's water rights.

On January 27, 2014, Northglenn City Council awarded a Professional Services Agreement to Lamp-Rynearson in the amount not to exceed \$80,000. During the course of the year, the Lamp-Rynearson has done work for the City on multiple issues, including those related to the City's Church Ditch and FRICO change cases, and water rights accounting. Based on the rate of expenditure it is anticipated that the cost of service will exceed the contract amount.

BUDGET/TIME IMPLICATIONS

Budget Encumbered by Resolution (CR-9)

Engineering Services	\$80,000
Cost to Date (through July)	<u>(\$76,000)</u>
Balance	\$4,000

The original contract appropriation did not include a contingency because on an annual basis the magnitude associated with the overall scope of work was not known.

During the first half of this year the engineering work has significantly increased and expenditures are close to exceeding the amount of the 2014 contract. Therefore, staff is requesting an additional \$20,000 (estimated) to cover these services through December 31st.

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would authorize the Mayor to execute Addendum #1 between the City of Northglenn and **Lamp, Rynearson, and Associates, Inc.** in the amount of **\$20,000.00.**

STAFF REFERENCE

Ray Reling, – PW Superintendant for Utilities

rreling@northglenn.org or 303.450.4049

ATTACHMENT

Addendum #1

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-83
Series of 2014

Series of 2014

A RESOLUTION APPROVING ADDENDUM NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND LAMP RYNEARSON & ASSOCIATES, INC. D/B/A TZA WATER ENGINEERS

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

Section 1. Addendum No. 1 to the Professional Services Agreement between the City of Northglenn and Lamp Rynearson & Associates, Inc. d/b/a TZA Water Engineers, attached hereto, in an amount not to exceed \$20,000.00, for water and water rights engineering services 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

ADDENDUM # 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this _____ day of _____, 2014, by and between the CITY OF NORTHGLENN, State of Colorado (hereinafter referred to as the "City") and Lamp Rynearson & Associates, Inc dba TZA Water Engineers (hereinafter referred to as "Consultant").

RECITALS:

A. On January 27, 2014 the City and Consultant entered into an Agreement for Engineering Services (the "Agreement").

B. The parties desire to supplement the Agreement with this Addendum #1 to allow for continued engineering services for the water engineering services for:

EXHIBIT A, 2014 RATE SHEET

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Consultant shall provide to the City, professional engineering services as needed in the manner provided in the Agreement.

1. The Scope of Services in the Agreement is hereby supplemented to include the scope of services for the engineering services attached hereto as **Exhibit A**, and incorporated herein by this reference (the "2014 Rate Sheet"). Consultant shall commence work on the Additional Scope of Services within ten (10) days of the issuance of a Notice to Proceed.

2. Subparagraph A. of Article IV entitled "Compensation" is hereby amended to provide as follows:

A. Compensation shall not exceed \$20,000.000 for the work described in **Exhibit A** to this Addendum #1.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Consultant. The original Agreement and this Addendum constitute all of the agreements between the City and the Consultant.

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

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing
Title: Mayor

ATTEST:

Johanna Small, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONSULTANT

By: Bruce Kuehl
Principal 8/5/14
Title Date

ATTEST:

John Faup
Senior Project Engineer 8-5-14
Title Date

**TZA Water Engineers, Inc.
Rate Schedule**

Professional Services	Hourly Rate
Clerical	\$54.00
Draftsman/Technician	\$71.00
Assistant Engineer/Hydrogeologist	\$105.00
Engineer/Hydrogeologist	\$127.00
Project Engineer	\$137.00
Senior Engineer	\$153.00
Principal Engineer	\$198.00
Expert Testimony	Hourly rate plus \$35.00 per hour

Reimbursable Expenses

Mileage:	
Automobile	\$ 0.56/mile
Off-road vehicle	\$ 0.65/mile
Direct costs including subsistence, telephone, transportation, equipment rental, and other miscellaneous job-related expenses	Actual Cost
Subcontract Expense	Cost + 10%
In-house computer time	\$10.00/hour
FAX	\$0.50/page
In-house reproduction charges	\$0.20/page

Terms

Invoices will be submitted monthly. Payment is due within thirty days of the invoice date. A late charge of 1 percent per month may be charged to accounts with balances overdue in excess of 45 days. Services may be discontinued if payment for any previous invoice is not received within 45 days of the invoice date, unless prior arrangements have been made.