



**PUBLIC WORKS DEPARTMENT
MEMORANDUM # 2014 – 61**

DATE: December 22, 2014
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager 
David Willett, Director of Public Works 
SUBJECT: Council Resolution 148
Webster Lake Sub-Area Traffic Impact Study Contract

BACKGROUND

During the review of a potential development option at the remaining vacant land located at 120th and Grant, and the planning efforts around the Civic Center Campus Master Plan, it was determined that traffic operations through this area required a more in depth analysis. The purpose of the sub-area traffic impact study (TIS) is to investigate and make recommendations for future planning purposes in regards to both roadway geometry and access control. These elements are directly related to a functionally safe roadway that will operate at a high level of service. The sub-area TIS will be used as the planning and design basis of the proposed Community Center Drive Corridor Plan project.

On October 14, 2014 the City issued a quote to eight prequalified consultants for consideration. A mandatory pre-bid meeting was held on October 23, 2014 in which four of the eight consultants attended. On November 18, 2014 two bids were received from FHU and EST. During the review of the proposals it was determined that the scope of services needed to be revised to meet additional needs of the City. The City conducted interview/meetings with both consultants to discuss the revised scope of services. On December 10, 2014 the City received two revised bids from FHU (\$39,500) and EST (\$41,100). The lowest responsible bidder was Felsburg Holt & Ullevig in the amount of \$39,500.

BUDGET/TIME IMPLICATIONS

The proposed study will be funded from the 2015 Capital Improvement Fund – Community Center Drive Corridor Plan.

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would:

- 1) Authorize the Mayor to execute a contract between the City of Northglenn and **Felsburg Holt & Ullevig** for the Webster Lake Sub-Area Traffic Impact Study in the amount not to exceed **\$39,500.00**.
- 2) 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 \$43,450.00 (contract plus 10% contingency).

Staff recommends approval of the proposed Resolution.

STAFF REFERENCE

Gregory Yanker, P.E., Lead Engineer

gyanker@northglenn.org or 303.450.8780

ATTACHMENTS

Resolution

Contract #2014-157

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-148
Series of 2014

Series of 2014

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND FELSBURG HOLT & ULLEVIG FOR THE WEBSTER LAKE SUB-AREA TRAFFIC IMPACT STUDY

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 Felsburg Holt & Ullevig, attached hereto, in the amount of \$39,500.00 with a ten percent (10%) contingency of \$3,950.00 for a total amount not to exceed \$43,450.00 for the Webster Lake Sub-Area Traffic Impact 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 _____, 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 Felsburg Holt & Ullevig (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 thirty nine thousand five hundred dollars (\$39,500.00). 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: Terrie Pineda
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: Felsburg Holt & Ullevig
 6300 S. Syracuse Way #600
 Centennial, CO 80111

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

CITY OF NORTHGLENN, COLORADO

By: _____

ATTEST:

Joyce Downing

Print Name

Mayor

Title Date

Johanna Small, CMC
City Clerk Date

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney Date

CONSULTANT:

By: _____

Chris J. Fasching

Print Name

Principal *12-15-14*

Title Date

ATTEST:

By: _____

Kurt Kerkovich

Print Name

Principal *12/15/14*

Title Date

City's Project Manager

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

FROM: _____
(Prospective *Consultant*)

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

Project Name _____

Bid Number _____ 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 _____ day of _____, _____.

Prospective Consultant _____

By: _____

Title: _____

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, _____, am an owner/member/shareholder of _____, 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.

2. Check one.

☐ I, _____, 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.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

I, _____, 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.

Consultant Signature Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires: (S

E A L)

Notary Public

Exhibit A



December 10, 2014

Kyle A. Kammermeier
City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233-8061

RE: Request for Quotes
Webster Lake Sub-regional Traffic Study

Dear Mr. Kammermeier:


We are pleased that you continue to consider Felsburg Holt & Ullevig (FHU) to assist in transportation planning as it relates to the Webster Lake area. Attached is an updated version of our proposed scope of work and fee. The scope has become more robust given your Addendum Number Three considerations. As an overview, the specific scope items that have been expanded include:

- Additional data collection with respect to pedestrian crossing activity at several locations and traffic data collection in the vicinity of the potential Melody Drive connection (Global Village driveway). We think six intersections of data collection now make sense.
- Greater amount of assessment to address existing and future pedestrian activity at certain locations.
- Additional effort to calculate pedestrian Levels of Service based on the nature of pedestrian accommodations.
- Assessment and modeling to test pros/cons of connecting Melody Drive.
- The notion of preparing conceptual designs for *two* potential roadway plan alternatives.

We have also edited other sections of our scope to clarify and add definition to a few of the tasks. With these additions, our proposed fee is \$39,500.

We appreciate the opportunity to offer our services and look forward to hearing from you. Please feel free to contact us at 303-721-1440 or Chris.Fasching@fhueng.com or Rich.Follmer@fhueng.com if you have any questions.

Sincerely,
Felsburg Holt & Ullevig


Christopher J. Fasching, PE, PTOE
Principal


Richard R. Follmer, PE, PTOE
Project Manager

TRANSPORTATION SUB-AREA STUDY

PROJECT APPROACH

The Webster Lake Promenade development project has brought substantial changes to traffic levels and patterns on the Community Center Drive corridor, particularly at the 120th Avenue/Grant Street intersection. Continued build-out of that development, along with other recent and anticipated developments in the corridor, has precipitated a desire to comprehensively evaluate the cumulative effects on the area street system for all modes of travel. A key consideration in this study pertains to the smooth integration of all modes with respect to traffic mobility, pedestrian safety, and bicycle accommodation. The scope of work outlined below describes our proposed approach to completing this evaluation.

The proposed scope of work would be completed within a budget of \$39,500 and within three months of receiving notice-to-proceed. Additional potential scope items that could be accomplished outside of this scope and time frame had been identified in our previous proposal, but we have omitted them from this version per your request in Addendum Number 3 dated December 3rd, 2014.

SCOPE OF SERVICES

TASK A - PROJECT RECONNAISSANCE/DOCUMENT REVIEW

The purpose of this task will be to obtain a thorough understanding of existing and future conditions in the Sub-regional Traffic Study Area. Based on our understanding of the City's goals for the study, we propose to establish study area boundaries of Washington Street on the east, 112th Avenue on the south, Huron Street on the west, and approximately one-half mile north of 120th Avenue on the north.

Reconnaissance and review will include:

- Street classifications, street widths, right-of-way widths, lane configurations, and traffic control based on information provided by the City and field visits focused on the Community Center Drive corridor, Malley Drive out to Washington Street (excluding the Washington Street intersection), and 112th Avenue down to Huron Street.
- Existing study area land uses and relative intensity of use (such as the Webster Lake Promenade and Global Village Academy which are two examples of intense uses with respect to trip-making)
- Review and summarize key relevant information from the Northglenn Comprehensive Plan, Thornton Comprehensive Plan, DRCOG Regional Transportation Plan, and Northglenn Corridor Master Plan.
- Anticipated future development, including land use types and density, will be obtained for the remainder of the Webster Lake Promenade development, the vacant land north of Webster Lake, the remainder of the municipal campus (to the extent it has been developed), and any other parcels with significant development or redevelopment expectations. Development assumptions will be identified based on conversations with Northglenn planners, review of available development plans, and Northglenn and Thornton comprehensive plans.
- Development and redevelopment assumptions may be obtained for areas outside of the established study area where developments have the potential to significantly affect travel demands on study area streets. FHU retains an excellent rapport with neighboring jurisdictions that may be beneficial in understanding some of this growth potential.

TASK B - DATA COLLECTION

This task will supplement information obtained through Task A with specific traffic and safety information on the study's focus streets.

- Accident history for the latest three-year period available will be obtained from the City for:
 - Community Center Drive corridor from the 120th/Grant intersection to the 112th Avenue/Huron Street intersection. Data at the 120th/Grant intersection will include the intersection influence area approximately 500 feet in each direction.
 - Malley Drive from Community Center Drive to Washington Street

FHU will review the accident data to identify high accident locations and notable accident patterns. Any injury or fatal accidents or accidents involving bicycles or pedestrians will be noted and carefully reviewed to understand underlying causes.

- Traffic count data will be collected in two stages:
 - Tube counts will be conducted for a 7-day period at Community Center Drive south of 120th Avenue, 112th Avenue/Community Drive on or near the I-25 overpass, 120th Avenue west of Grant Street, Malley Drive east of Community Center Drive, Malley Drive east of Grant Drive, and 112th Avenue east of Huron Street.
 - Based on the review of the 7-day tube counts, peak periods will be identified for intersection turning movement counts. Peak periods are expected to include a weekday AM peak period, a weekday PM peak period and a Saturday peak period. The need for a weekday lunch-time peak will be ascertained. Appropriate peak period turning movement counts will be collected at the locations identified in the RFQ plus two additional locations:

➤ 120th/Grant	➤ Malley/Highline
➤ Webster Lake Promenade Full Movement Entrance/Grant (location added to RFQ list)	➤ Malley/Grant
➤ Community Center Drive/Malley	➤ Huron/112th Ave
	➤ 112th/Global Village (location added to RFQ list)

Bicycle and the pedestrian crossing counts will be recorded along with vehicular movements at the locations specified above. In addition, pedestrian and bicycle count data crossing Grant Street/Community Center Drive in the proximity of Webster Park will be obtain to clearly define the current magnitude of pedestrian-related issues along this stretch of roadway including through the "S-curve". The 112th Avenue/Global Village drive location was added to help assess any localized issues that would arise related to connecting Melody Drive from the neighborhood to the south.

TASK C - TRAFFIC FORECASTING AND ANALYSIS

The development expectations in and around the study area that were developed in Task A will be translated to population and employment and compared with the DRCOG 2035 transportation analysis zone (TAZ) population and employment forecasts. If local development forecasts differ significantly from DRCOG assumptions, the 2035 TAZ data will be adjusted accordingly. We will run the current year and adjusted 2035 DRCOG models (customized for this study) and use the results to develop forecasted traffic growth rates for study area streets. The generalized growth rates will be combined with development-specific trip-making estimates in developing the interim and long-term transportation demand forecasts.

These growth rates, along with existing traffic counts, will be used to develop peak period turning movement forecasts at the seven intersections identified above using methods prescribed in NCHRP 255 (which has very recently been updated per NCHRP 765). Turning movement forecasts will be developed at Community Center Drive/Grant (the southern Promenade access) based on forecasts (reliable existing counts cannot be obtained at this location due to Promenade construction). Forecasts will be developed for approximate 2020 and 2035 time horizons, and potential increases in pedestrian and bicycle activity will be included for each time frame, particularly that which could occur between the activity centers that will ultimately straddle the future pocket park.

Level of Service (LOS) will be calculated using Synchro software for each intersection and each time frame assuming existing intersection geometrics and traffic control. Results will help define the most pressing deficiencies in need of improvement. Pedestrian activity will be among the critical inputs in calculating the LOS's at intersections, and pedestrian-specific LOS's will also be calculated to assess the nature of their accommodation as well as improvements thereto.

Another key step in the forecasting and analysis process pertains to testing the potential connection of Melody Drive to 112th Avenue for vehicular traffic. The influences of this connection may include impacts along 112th Avenue (particularly at the Huron Street intersection), along Community Center Drive, and along Melody Drive itself through the neighborhood. The pros/cons assessment of this connection will be based on forecasting adjustments using the customized DRCOG travel demand model mentioned above as well as traffic pattern shift estimates currently observed at the 112th Avenue/Huron Street intersection. Interestingly, the DRCOG regional travel demand model already includes a neighborhood connection to 112th Avenue via Melody Drive; this is one of many modeling components that would need to be modified in developing a customized travel demand model for this study (which could eventually be expanded to other areas of the City in the future).

TASK D - CORRIDOR PLANNING

This task will include analysis of needed intersection and street improvements. The task will be conducted in two parts: a scan of problems and potential improvements in the larger study area followed by more focused evaluation of these corridors.

- The entire Community Center Drive (120th/Grant to 112th/Huron) and Malley Street (Community Center Drive to west of Washington) study corridors will be evaluated. Any intersections and time frames that do not meet LOS D or better during peak hours (weekday AM/PM and Saturday midday), along with any notable queuing or specific turning movement delays, will be identified. Other potential improvement needs may be identified based on field observations, examination of accident histories, and discussions with City staff. For example, we may note possible improvements for bicycle and pedestrian crossings at the Malley/Highline, Malley/Community Center Drive, Grant/Promenade, and Global Village/112th intersections. Pedestrian LOS's at critical locations will also be calculated to ascertain potential pedestrian-specific improvements.
- Intersection geometry or traffic control improvements will be identified to improve the noted operational problems. The traffic evaluation will identify geometric and traffic control improvement options, including potentially modifying and/or enhancing access points. Specifically, potential access changes will be identified to improve safety, traffic operations and accessibility for the Webster Lake Promenade development and for future development east of Grant Street. Vehicular, pedestrian, and bicycle operations will collectively be considered in determining appropriate improvements.

Potential improvements identified in the analyses described above will be evaluated based on LOS and other operational and safety improvements and on workshop meetings between FHU and Northglenn staff. Besides access modifications, other considerations could include flashing beacons, pedestrian crossing consolidation, median treatment, unique signing schemes, pavement markings/surface changes, and other improvements that are well documented in the various National Association of City Transportation Officials urban street design guides. Results of these evaluations, along with a summary of the analysis performed in Tasks A, B and C will be documented in a Sub-regional Traffic Study report.

Alternative treatments along the corridors will be identified, evaluated, and discussed. Up to two conceptual roadway plans with varying features/treatments/improvements, as appropriate, will be developed and assessed including cost estimates and means of phasing over time (covered in the next section).

The preferred plan for the corridor will likely serve as a basis for other area planning efforts. Potentially, the travel demand and operations analyses may eventually need to be updated pending the results of these other planning efforts. All of the effort described will be conducted such that it could easily be updated as other area planning efforts evolve; this would allow the City the ongoing opportunity to assess sensitivities as part of the planning for various areas in and around the corridor.

TASK E - CONCEPTUAL CAPITAL PROJECT PROGRAMMING

Conceptual drawings will be prepared for recommended improvements identified in Task D. The drawings will be at a planning/ conceptual level designed to communicate the location and intent of each recommendation. Order-of-magnitude cost ranges will be prepared for initial budget estimation purposes. Up to two alternatives will be prepared.

Depending on the specific nature of improvement recommendations and the City's needs, additional design detail may be desired to ensure the constructability of specific high priority alternative improvements and to develop more reliable costs for budgeting. The cost for this additional design and cost estimation level cannot be determined with specificity prior to identification of those projects.

TASK F - CONSULTANT/CITY WORKSHOP MEETINGS

As identified in the RFQ, our scope assumes four two-hour coordination meetings with City staff. The schedule for these meetings will be defined with the City project manager at the onset of the project. Potential meetings could include:

- An initial kickoff/project organization meeting
- Meeting to discuss development and land use forecasts
- Discussion of potential improvement projects
- Review of the draft Traffic Study report

RATE SHEET—DETAIL

Exhibit B

Task	Estimated Labor Hours						Cost
	Principal II Fasching	Associate Follmer	Planner 4 Marfitano	Engineer 3 Joslin	Engineer 3 Wilcox	Graphics/ Admin	
	\$195/hr	\$165/hr	\$125/hr	\$105/hr	\$105/hr	\$80/hr	
Task A - Reconnaissance		4	8	16			\$3,340
Task B - Data Collection		2		8			\$1,170
Task C - Forecasts & Analysis		4	16	40			\$6,860
Task D - Corridor Planning	2	40	4	48		8	\$ 13,170
Task E - Conceptual Project Programming		6			40		\$ 5,190
Task F - Workshop Meetings		12		6	4		\$3,030
Labor Subtotal	2	68	28	118	44	8	\$32,760
Other Direct Costs	Traffic Counts						\$ 6,550
	Mileage, Reproduction, Delivery						\$ 190
Total Traffic Study							\$ 39,500