

**COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
MEMORANDUM #12-35**

DATE: November 26, 2012
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: William A. Simmons, City Manager *WAS*
Brook Svoboda, Director of Community planning and Development *BS*
SUBJECT: CR-124; 120th Development Review Services Professional Services Agreement, Matrix Design Group, Inc.

BACKGROUND

On October 24, 2012, the city of Northglenn issued a Request for Proposal (RFP) for a consultant to provide supplemental land use entitlement and civil infrastructure development review services for parcels currently owned by the City and the Northglenn Urban Renewal Authority (NURA). The site comprises approximately 11 acres and plans are to develop approximately 75K square feet of single story retail. The site is located at the Southwest corner of I-25 and 120th Avenue stretching as far east as the Grant Street alignment. The City recently contracted with a developer who is now undertaking project studies that will lead to entitlement and approved construction documents. The requested development review services generally include the following:

- Civil infrastructure plan review – transportation, water, sewer, stormwater and water quality, and geotechnical;
- Survey & Subdivision plat review;
- Construction observation/owners representative services for civil infrastructure improvements – As a bid alternate item.

The RFP was delivered to three consultants: Matrix Design Group, Short Elliot Hendrickson, and Vision Land Consultants. Three bids were received November 9, 2012. Matrix Design Group Inc. submitted the low bid of \$22,570.

City staff contacted the submitted references and determined that the Consultant's past performance on similar projects met the City's standards. The results of the reference checks are on file at City Hall. The professional Services Agreement and bid tabulation are attached to this memorandum for Council reference.

BUDGET/TIME IMPLICATIONS

The cost of the Development Review Services as proposed is \$22,570.00. Staff is requesting a 10% contingency in the amount of \$2,200.00 for this project. The project will be accounted for under the *Planning Department, Technical Services* line item.

RECOMMENDATION

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

- 1) Authorize the Mayor to extend the contract between the city of Northglenn and Matrix Design Group, Inc for the **120th Development Review Services** project, in the amount of \$22,570; and
- 2) Authorize \$2,200 as a contingency to approve minor changes in the scope of work and execute relevant change orders up to the approved expenditure limit of **\$24,770**.

Staff recommends approval of the proposed Resolution.

November 26, 2012 – 120th Development Review Services

STAFF REFERENCE

Brook Svoboda, Director of Community Planning/Development bsvoboda@northglenn.org or 303-450-8937

ATTACHMENTS

ATTACHMENT 1	CR-124
ATTACHMENT 2	PROFESSIONAL SERVICES AGREEMENT w/EXHIBITS
ATTACHMENT 3	CLERK CERTIFICATION OF BID SUMMARY & BID TABULATION



**CITY OF NORTHGLENN
FORMAL BID SUMMARY**

PAGE 1 of 1

BID NUMBER: RFP 2012 - 57

BID NAME: 120th Avenue Development Services

DEPARTMENT: Planning and Development

	Vision Land Consultants, Inc.	Short Elliott Hendrickson Inc.	Matrix Design Group, Inc.		
	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
DATE DUE: 11/09/12	DATE: 11/09/12	DATE: 11/09/12	DATE: 11/09/12	DATE:	DATE:
TIME: 2:00 p.m. MST	TIME: 12:11pm	TIME: 12:15pm	TIME: 1:30pm	TIME:	TIME:
Addendum Acknowledged	N/A	N/A	N/A		
Total	N/A	N/A	N/A		

Debbie Moore
Finance

Christina Messick
CITY CLERK, Deputy

11/09/2012
DATE

120th
PSA
BID TABULATION

Item #	Description	VISION	MATRIX	SEH
1	Project Administration – PIC	\$1,200.00	\$360.00	\$1,750.00
2	Project Administration – Project Manager	\$1,620.00	\$580.00	\$3,120.00
3	Project Administration – Project Assistant	\$1,280.00	\$0.00	\$540.00
4	Project Orientation/Communications/Data Review	\$1,680.00	\$1,160.00	\$2,320.00
5	ALTA Survey/Subdivision Review	\$5,040.00	\$720.00	\$672.00
6	ALTA Survey/Subdivision QA/QC	\$2,160.00	\$580.00	\$270.00
7	Geotechnical Report Review	\$900.00	\$950.00	\$2,560.00
8	Geotechnical Report QA/QC	\$620.00	\$1,250.00	\$900.00
9	Construction Documents 30% Review	\$2,625.00	\$2,320.00	\$5,980.00
10	Construction Documents 30% QA/QC	\$675.00	\$720.00	\$1,050.00
11	Construction Documents 60% Review	\$1,575.00	\$2,320.00	\$3,120.00
12	Construction Documents 60% QA/QC	\$405.00	\$720.00	\$700.00
13	Construction Documents 90% Review	\$1,260.00	\$2,320.00	\$2,080.00
14	Construction Documents 90% QA/QC	\$270.00	\$720.00	\$350.00
10	Drainage Study Review	\$3,150.00	\$2,900.00	\$2,384.00
11	Drainage Study Review QA/QC	\$1,350.00	\$720.00	\$495.00
12	Sanitary Study (including LS Capacity analysis) Review	\$2,100.00	\$1,740.00	\$3,120.00
13	Sanitary Study (including LS Capacity analysis) QA/QC	\$810.00	\$720.00	\$1,110.00
14	Traffic Impact Analysis Review	\$1,760.00	\$1,000.00	\$1,440.00
15	Traffic Impact Analysis QA/QC	\$1,280.00	\$720.00	\$370.00
16	Direct and Indirect Expenses	\$1,588.00	\$50.00	\$200.00
	Total Base Bid	\$33,348.00	\$22,570.00	\$34,531.00

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-124
Series of 2012

Series of 2012

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND MATRIX DESIGN GROUP, INC. FOR ON-CALL LAND ENTITLEMENT AND DEVELOPMENT REVIEW SERVICES

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 Matrix Design Group, Inc., attached hereto, in the amount of \$22,570.00 with a contingency of \$2,200.00 for a total amount not to exceed \$24,770.00 for on-call land entitlement and development review 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 _____, 2012.

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 _____, 2012, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Matrix Design Group (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 Twenty-two-thousand-five-hundred-seventy dollars (\$22,570). 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

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

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance

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

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

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

2. Commercial general liability insurance with minimum combined single limits of 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:
11701 Community Center Drive
Northglenn, Colorado 80233-8061

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

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

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

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

XII. TERMINATION

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

XIII. CONFLICT OF INTEREST

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

XIV. VENUE

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

XV. INDEPENDENT CONTRACTOR

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

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

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

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated..

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: Matrix Design Grop
Attn: Mace Pemberton
1600 Blake St, Suite 200, Denver, CO 80202

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

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing Date

Mayor
Title

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: _____

Print Name

ATTEST:

By: _____

Title Date

Print Name

Title Date

Name of **City's** Project Manager
Brook Svoboda

EXHIBIT A

SCOPE OF SERVICES

Provide supplemental land use entitlement and civil infrastructure development review services for parcels currently owned by the City and the Northglenn Urban Renewal Authority (NURA).

The site comprises approximately 11 acres and plans are to develop approximately 75K square feet of single story retail (Exhibit F). The site is located at the Southwest corner of I-25 and 120th Avenue stretching as far east as the Grant Street alignment.

The solicited review services through this request for proposal will generally include the following:

- Civil infrastructure plan review
 - Utilities Water, Sanitary, Stormwater and water quality (drainage)
 - Transportation – Traffic Impact Analysis and Roadway Design Improvements
 - Geotechnical Services – soils and pavement design;
- Survey & Subdivision plat review,

EXHIBIT B



AMOUNT OF COMPENSATION

City of Northglenn
11701 Community Center Drive
P.O. Box 330061
Northglenn, CO 80233 - 8061

RFP – 120TH Development Services

EXHIBIT D – COMPENSATION

Item #	Description	Hours	\$/Hr	Cost
1	Project Administration – PIC	2	180	\$ 360
2	Project Administration – Project Manager	4	145	\$ 580
3	Project Administration – Project Assistant	0		\$ 0
4	Project Orientation/Communications/Data Review	8	145	\$ 1,160
5	ALTA Survey/Subdivision Review	8	90	\$ 720
6	ALTA Survey/Subdivision QA/QC	4	145	\$ 580
7	Geotechnical Report Review	10	95	\$ 950
8	Geotechnical Report QA/QC	10	125	\$ 1,250
9	Construction Documents 30% Review	16	145	\$ 2,320
10	Construction Documents 30% QA/QC	4	180	\$ 720
11	Construction Documents 60% Review	16	145	\$ 2,320
12	Construction Documents 60% QA/QC	4	180	\$ 720
13	Construction Documents 90% Review	16	145	\$ 2,320
14	Construction Documents 90% QA/QC	4	180	\$ 720
10	Drainage Study Review	20	145	\$ 2,900
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12	Sanitary Study (including LS Capacity analysis) Review	12	145	\$ 1,740
13	Sanitary Study (including LS Capacity analysis) QA/QC	4	180	\$ 720
14	Traffic Impact Analysis Review	8	125	\$ 1,000
15	Traffic Impact Analysis QA/QC	4	180	\$ 720
16	Direct and Indirect Expenses			\$ 50
	Total Base Bid			\$21,990



STANDARD HOURLY RATES 2012

CLASSIFICATION		HOURLY RATE
Principal		\$220.00
Vice President	Patrick Chelin, PE (PIC) Don Brandes, RLA Robert Krehbiel, PE Gerrit Slatter, PE	\$180.00
Senior Associate	Mace Pemberton, PE Mark Nemger, AICP	\$145.00
Associate	Brian Bern, PE	\$125.00
Sr. Consultant		\$117.00
Consultant III		\$105.00
Consultant II		\$ 95.00
Consultant I		\$ 85.00
Professional III		\$ 90.00
Professional II		\$ 80.00
Professional I		\$ 70.00
Staff V		\$ 90.00
Staff IV		\$ 75.00
Staff III		\$ 65.00
Staff II		\$ 55.00
Staff I		\$ 40.00
1-Person Survey Crew		\$95.00
2-Person Survey Crew		\$130.00
3-Person Survey Crew		\$180.00

If applicable, mileage will be charged at the Federal government allowable rate.
All other direct expenses attributable to the Project will be charged to Client at cost.

GROUND ENGINEERING CONSULTANTS, INC.

FEE SCHEDULE – ENGINEERING (2012) 2012E1.2

FIELD INVESTIGATION (Geotechnical and Environmental)

Drill Rig - Truck Mounted with 2-Man Crew	
4-inch and 6-inch Solid Auger.....	\$125 - \$145 per hour
Hollow Stem Auger	\$140 - \$165 per hour
NX Wireline Coring/Rotary	Bit Wear + \$155 - \$200 per hour
Standby Time.....	Hourly drill rate
Track Mounted Rig (Additional)	\$155 - \$210 per hour
Drill Rig Mobilization and Demobilization	
In Town under 50 miles	Hourly Rate
Truck Mounted Rig	\$1.75 per mile + \$35 per man per hour
Track Mounted Rig	\$3 per mile + \$35 per man per hour
Water/Support Truck.....	\$1.15 per mile + \$35 per man per hour
Pick up	\$1.15 per mile + \$35 per man per hour
Falling Weight Deflectometer	\$325 per hour

Drill Rig Support Vehicles	
Water Truck.....	\$175 - \$300 per day
Support Truck.....	\$150 - \$175 per day
Environmental Drilling	
Personal Protection Equipment	
Level D.....	\$100 per man per day
Level C.....	\$150 per man per day
Steam Cleaner.....	\$90 - \$100 per day
Equipment Rental	Cost + 20%
Well Construction Materials.	Cost + 20%
Drill Crew Overtime.....	\$25 - \$45 per hour
Geophysical Survey	\$95 per hour
Field Engineer/Enviro. Tech.	\$65-\$85 per hour
PID	\$150 per day
pH/Temp Meter.....	\$40 per day

LABORATORY TESTING

Natural Density and Moisture Content.....	\$12.50
Atterberg Limit (ASTM D-4318)	\$45.00
Specific Gravity	\$60.00
Gradation Analysis (ASTM D-422)	
a. All Standard Sieve to #200 Sieve	\$55.00
b. Percent Less Than #200 Sieve.....	\$35.00
c. Hydrometer Analysis, add.....	\$55.00
Swell-Consolidation	
a. Loaded to 10,000 psf.....	\$45.00
b. Per load in Addition to 10,000 psf.....	\$10.00
Time-Consolidation (ASTM D-2435)	\$350.00
Unconfined Compressive Strength (ASTM D-2166).....	\$40.00
Direct Shear, per point	
a. Unconsolidated-Undrained (Quick Test).....	\$125.00
b. Consolidated-Undrained	\$135.00
c. Consolidated-Drained (ASTM D-3080)	\$325.00
Standard Proctor Compaction (ASTM D-698)	\$90.00
Modified Proctor Compaction (ASTM D-1557)	\$100.00
Laboratory Technician	\$40.00 - \$60.00 per hour
Soil Suction.....	\$50.00

"R"-Value (ASTM 2844)	\$300.00
Resistivity.....	\$30.00
Freeze-Thaw Test (ASTM 560)	\$350.00
Soil-Stabilization Mixture Analysis	Quote
Triaxial Shear, per point	
a. Unconsolidated-Undrained (Quick Test).....	\$200.00
b. Consolidated-Undrained (R-Test)	\$350.00
c. Consolidated-Drained (S-Test)	\$575.00
Permeability	
a. Falling or Constant Head, 2-4" Diameter	\$200.00
b. Triaxial Permeability	\$350.00
Relative Density (ASTM D-2049).....	\$200.00
California Bearing Ratio (ASTM D-1883), 1-Point	\$150.00
California Bearing Ratio (ASTM D-1883), 3-Point	\$300.00
Water Soluble Sulfate	\$45.00
pH Test	\$35.00
Organic Content (ASTM D-2974)	\$35.00
Los Angeles Abrasion Test.....	\$150.00
Resilient Modulus .. \$300.00 per point + lab prep at \$50/hour	
Corrosivity.....	\$125.00

ENGINEERING

(Covers planning and general supervision, field trips, analysis, consultation, preparation of reports, and travel time.)

Principal Engineer	\$125.00-\$175.00 per hour
Project Manager	\$85.00-\$105.00 per hour
Construction Manager	\$85.00-\$105.00 per hour
Project Engineer or Geologist.....	\$75.00-\$95.00 per hour
Staff Engineer	\$65.00-\$75.00 per hour
CAD Technician.....	\$50.00 per hour
Special Consultation, Expert Testimony and Court Appearance	Negotiable Daily Rate

MISCELLANEOUS

Out-of-town living expenses, commercial travel costs, equipment rental, etc.	Cost +15% - 20%
Interest charged after 30 days from invoice date	1.5% per month
Outside Laboratory Services	Cost +20%
Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Thermal Conductivity and Resistivity	Quote

**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 _____, 2012.

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:

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

OR

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

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

Signature

Date

**ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION
for the NO EMPLOYEE AFFIDAVIT**

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

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 _____, 2012, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

For the DEPARTMENT PROGRAM AFFIDAVIT

LISTS OF ACCEPTABLE DOCUMENTS

LIST A Documents that Establish Both Identity and Employment Eligibility	OR	AND
1. U.S. Passport (unexpired or expired)	1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address	1. U.S. Social Security card issued by the Social Security Administration (<i>other than a card stating it is not valid for employment</i>)
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)	2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address	2. Certification of Birth Abroad issued by the Department of State (<i>Form FS-545 or Form DS-1350</i>)
3. An unexpired foreign passport with a temporary I-551 stamp	3. School ID card with a photograph	3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
4. An unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)	4. Voter's registration card	4. Native American tribal document
5. An unexpired foreign passport with an unexpired Arrival-Departure Record, Form I-94, bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, if that status authorizes the alien to work for the employer	5. U.S. Military card or draft record	5. U.S. Citizen ID Card (<i>Form I-197</i>)
	6. Military dependent's ID card	6. ID Card for use of Resident Citizen in the United States (<i>Form I-179</i>)
	7. U.S. Coast Guard Merchant Mariner Card	
	8. Native American tribal document	7. Unexpired employment authorization document issued by DHS (<i>other than those listed under List A</i>)
	For persons under age 18 who are unable to present a document listed above:	
	10. School record or report card	
	11. Clinic, doctor or hospital record	
	12. Day-care or nursery school record	

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)