

**PUBLIC WORKS DEPARTMENT
MEMORANDUM # 2016 - 41**

DATE: June 27, 2016

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: James A. Hayes, AICP, City Manager *JAH*
David H. Willett, Director of Public Works *DH Willett*

SUBJECT: **Council Resolution #68**
Community Center Drive Street Modifications (Justice Center)

BACKGROUND

Due to the construction of the Northglenn Justice Center, located on Community Center Drive just west of the I-25 Bridge, roadway modifications will be required to the corridor from the bridge to Huron Street. The roadway modifications that will be required to support the new Justice Center include a new traffic signal at the main access drive from Community Center Drive, as well as, median and turn lane modifications at the access drive. In addition several other median modifications were proposed in the Webster Lake Sub-Area Traffic Study. The full scope of design services is attached to the professional services agreement (PSA) for review.

On March 23, 2016, the City issued a Request for Quotes (RFQ) for the completion of the Community Center Drive Street Improvements Project. Three firms were short listed based on pre-qualifications and experience on previous projects of similar size and scope within the City. On March 30, 2016, two (2) firms attended the mandatory pre-bid meeting. On April 21, 2016, two (2) proposals were received from the perspective bidders. The prices ranged from \$106,470 to \$107,595. Based on the review of information submitted it was determined that Felsburg Holt & Ullevig was the lowest responsible bidder in the amount of \$106,470.

BUDGET IMPLICATIONS

Work completed under this contract will be expensed to the General Fund/Capital Improvements Program – Police and Courts Facility.

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 **Community Center Drive Street Improvements Project** in the amount of **\$106,470.00**; and
2. Authorize the City Manager, on behalf of the City, to approve changes (10% contingency) in the scope of work and execute relevant addendums up to the approved expenditure limit of **\$117,117.00**.

Staff recommends approval of this Resolution.

STAFF REFERENCE

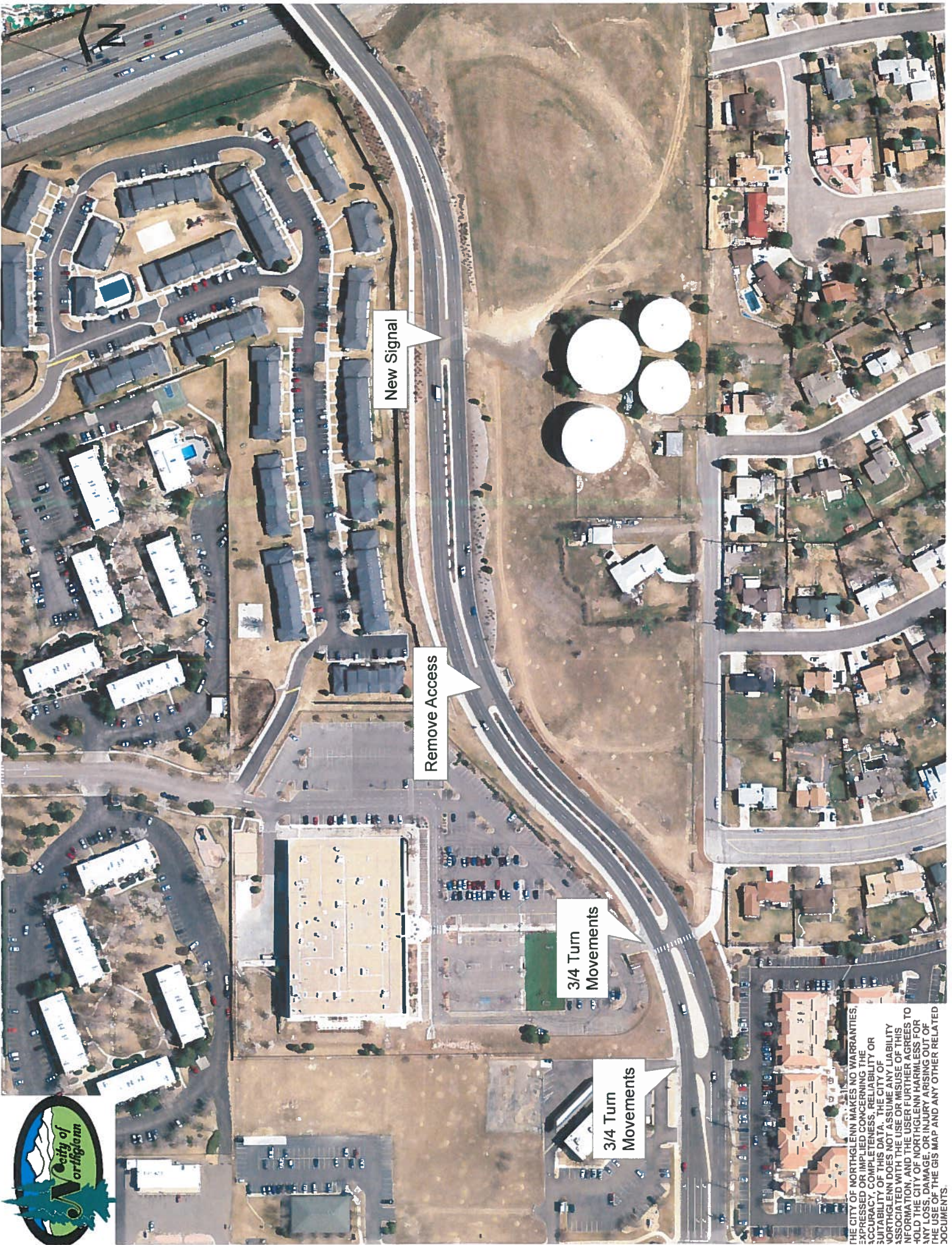
Kent Kisselman, PE, Engineering Manager
Gregory Yanker, PE, Civil Engineer II

kkisselman@northglenn.org
gyanker@northglenn.org

303.450.4005
303.450.8780

ATTACHMENTS

- ☐ Resolution
- ☐ Professional Services Agreement
- ☐ Community Center Drive Modifications



THE CITY OF NORTHGLENN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY OR SUITABILITY OF THIS DATA. THE CITY OF NORTHGLENN DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION, AND THE USER FURTHER AGREES TO HOLD THE CITY OF NORTHGLENN HARMLESS FOR ANY LOSS, DAMAGE, OR INJURY ARISING OUT OF THE USE OF THE GIS MAP AND ANY OTHER RELATED DOCUMENTS.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-68
Series of 2016

Series of 2016

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND FELSBURG HOLT & ULLEVIG FOR THE COMMUNITY CENTER DRIVE STREET IMPROVEMENTS PROJECT

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 \$106,470.00 with a ten percent (10%) contingency of \$10,647.00 for a total amount not to exceed \$117,117.00 for the Community Center Drive Street Improvements Project 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 _____, 2016.

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 one hundred six thousand four hundred seventy dollars(\$106,470.00). 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.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering,

surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

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. Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

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, Ste 600
 Centennial, CO 80111

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

CITY OF NORTHGLENN, COLORADO

By: _____

ATTEST:

Print Name

Johanna Small, CMC
City Clerk

Date

Title

Date

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

Date

CONSULTANT:

By: _____

ATTEST:

By: _____

Andrew Meyerkord
Print Name

Project Manager 6/1/16
Title Date

THOMAS W. ANZIA
Print Name

PRINCIPAL 6/1/16
Title Date

City's Project Manager

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

FROM: Felsburg Holt + Ullevig
(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 1 day of June, 2016.

Prospective Consultant Felsburg Holt + Ullevig

By: Th W. Cif

Title: PRINCIPAL

EXHIBIT A

I. SCOPE OF WORK

Task 1 – Project Coordination and Meetings

1. **Project Meetings** – The following meetings are planned for this project:
 - a. Project Kickoff Meeting
 - b. 30% Review Meeting
 - c. 90% Review Meeting
 - d. 1 Utility Coordination Meeting (as-needed)

Task 2 – Project Reconnaissance and Document Review

1. **Document Review** – FHU prepared the *Webster Lake Sub-Area Traffic Study* and is, therefore, uniquely familiar with the intent of the design elements along Community Center Drive. During the project kickoff meeting, FHU and the City can review the proposed improvements before initiating design.
2. **Justice Center Plans** – FHU will review the concept level plans for the proposed Justice Center. The intent is for the existing access location to remain. As the Community Center Drive improvement plans progress, FHU will coordinate their design with the Justice Center development team.

Task 3 – Data Collection and Survey

1. **Control Survey**
 - a. Establish horizontal and vertical survey control for the site based on existing survey control originating from the Justice Center project. Northglenn shall provide Aztec with control plans, diagrams and AutoCAD files.
 - b. Conduct the field survey and tie into the existing control points.
 - c. Conduct the field survey and tie into existing Right-of-Way monuments. City to provide Right-of-Way documentation.
 - d. Prepare a survey control plan illustrating the location and type of monuments found or set and provide a tabulation of coordinates and elevations. Horizontal and vertical datums and any conversion factors will be included.
2. **Design Survey**
 - a. Field survey all improvements and ground features such as curb and gutter, sidewalks, pavement, striping, islands, pedestals, poles, trees, landscaping, grade breaks, top and

toe of slopes, etc. within the survey limits. The survey limits are outlined in red on the attached "FIGURE 1".

- b. Contract with a utility locating company to have the underground utilities marked within the mapping limits. All known utilities that are capable of "Electronic Designation" will be located. Utilities must have a "Traceable" line in order to be deemed "Locatable". Any utilities without a "Traceable" line cannot be located.
- c. Field survey to locate all dry utilities and waterline utility markings within the survey limits and add the data to the topographic base map.
- d. Obtain available as-built survey of any sanitary and storm structures, manholes and inverts within the survey limits and add the data to the topographic base map.
- e. Provide an AutoCAD file containing right-of-way lines, points, planimetrics, utilities, 1' contours and DTM.

3. Pothole Operations

- a. Aztec will contract with a utility potholing company to hydro-excavate utility locations as designated by you.
- b. Aztec will survey pothole locations and provide horizontal and vertical location.
- c. The extent of the pothole operations is unknown at this time. For the purpose of this proposal and per the RFP, \$15,000 is budgeted for this task.

FIGURE 1



Task 4 – Roadway Design

1. Geotechnical Analysis

- Kumar will drill 11 exploratory borings at the project site. Nine exploratory borings will be spaced at an approximate interval of 250 feet along the roadway alignment. Two additional borings will be drilled at the proposed signalized intersection for the entrance to the new Justice Center facility. The depth of the borings are anticipated to range from 5 to 10 feet, with the exception of one boring located at the signalized intersection with the boring drilled to an estimated depth of 25 feet associated with the signal pole foundation. The final depth of the borings will be determined in the field as drilling progresses and as the subsurface profile becomes evident. The borings will be made to obtain information on the subsurface profile, to obtain samples for laboratory testing, and to estimate the ground-water level and depth to bedrock, if encountered within the drilled depth.
- Kumar will coordinate with the Utility Notification Center of Colorado to locate buried utilities prior to drilling. They will obtain a permit from the City of Northglenn which will allow them to work within the street right-of-way. They assume that this will be a “no fee” permit. Also, Kumar will obtain subcontractor services to perform traffic control during drilling in accordance with applicable MUTCD procedures.
- Conduct a laboratory testing program on selected samples obtained from the borings to determine:
 - Moisture content
 - Density of undisturbed fine-grained samples
 - Gradation characteristics of coarse-grained samples
 - Consolidation and/or swell potential of fine-grained soil samples
 - Atterberg limits
 - Water Soluble Sulfates
 - Hveem Stabilometer (R-value)
- Analyze the data obtained from the field and laboratory portions of the study to provide engineering recommendations for:
 - Axial and lateral geotechnical design parameters of deep foundations for the traffic signal pole foundations
 - Feasibility of a mill and asphalt overlay for the roadway using the CDOT Component Analysis approach. Various mill and overlay thicknesses along with estimated design lives will be provided
 - Pavement section alternatives for pavement reconstruction in accordance with the City of Northglenn pavement design procedures

- Earthwork recommendations, including temporary slopes, suitability of on-site soils for use as engineered fill, subgrade preparation measures, and fill placement and compaction criteria
 - Signal pole foundation construction criteria
 - Subgrade preparation beneath asphalt pavement, concrete curb, gutter and sidewalk
 - Subgrade stabilization requirements, if needed
 - Mitigation of sulfate attack, if any, on concrete
- Prepare a report to summarize the site exploration data, laboratory test results, observations, and provide our conclusions and recommendations. The field work and report preparation will be supervised by a registered professional engineer.

2. Utility Coordination

FHU will contact the utility providers within the limits of the project. Coordination will include:

- Mapping existing utility locations (supplemented by Aztec Field Survey),
- Reviewing utility types, sizes and locations with the utility owners
- Evaluate possible design modifications to resolve the conflict
- Coordinate any necessary utility relocations

3. Median Modification Design

FHU will perform the following design modifications:

- *First Access East of Huron St.* – Design will be performed to modify this access to a ¾ access for both driveways (north and south side). In addition, a westbound left turn lane will be added into the existing median.
- *Second Access East of Huron St.* – Design will be performed to modify this access to a ¾ access for the Global Village Academy driveway to the north. The emergency access drive to the south will remain in place, but will only have right-in/right-out access.
- *Third Access East of Huron St.* – This location has a median break and existing westbound left turn lane. Both are to be removed and replaced with a continuous median on Community Center Drive.
- *Justice Center Access* – This location will be designed for signalization, safe turning movements, and proper sight distance. The Justice Center driveway is anticipated to have one lane inbound and separate left and right turn outbound lanes.

For each of these locations, FHU will ensure adequate safety and turning width is maintained for the anticipated design vehicle turning movements.

As part of the median modification design, an analysis will be conducted to determine if the existing westbound left turn lane for the Justice Center access should be lengthened to

accommodate the projected number of left turn vehicles accessing this site. Additionally, whether a right turn deceleration lane is needed will be evaluated.

To that end, an analysis of projected vehicle-trips for the Justice Center will be conducted to estimate inbound left turn and right turn movements. The building square footage will be required to complete this analysis. FHU will make recommendations on the left turn and right turn lanes and what improvements will be required.

4. Trail Design

A 6 to 8 foot shared-use path will be designed on the south side of Community Center Drive. This path will extend from the existing sidewalk near the emergency access location eastward to the Justice Center property. Termination of the sidewalk will occur at the recommended north/south intersection crossing location. FHU recommends this location occur on the east side of the intersection at the Justice Center entrance; however, this will be evaluated through the design process.

Up to three alternative alignments will be investigated for the shared-use path. These alternatives will be compared against overall impacts and cost to determine an alignment recommendation.

5. Landscape/Hardscape/Irrigation Design

The landscape design will repair impacted areas with new similar landscape and create new landscape with similar character to existing conditions. Reworking of the landscape design in non-impacted areas is not included in this scope. These landscape architecture services will include irrigation system design. Irrigation design will include retrofitting of the existing system and will be conducted by Avocet Irrigation design, a vendor to FMLA. The areas anticipated for these services include the median modification locations as well as landscape zones that will be impacted by the proposed path on the south side of Community Center Drive.

6. Erosion Control Plan

An erosion control plan will be created to identify the best management practices according to the City's *Grading, Erosion and Sediment Control (GESC) Manual* prior to, during, and for final construction. The scope assumes that only BMP's will need to be shown for pre-construction, during construction and post construction phases.

7. Construction Phasing

FHU will develop a recommended sequence for constructing the proposed improvements and other associated design elements. The phasing plans will consider local traffic circulation, maintaining local access, and minimizing impacts to local businesses.

8. Signing and Striping

FHU shall include a signing and striping plan for the proposed modifications. The existing school zone signage will be reviewed and modifications will be proposed, where necessary to accommodate the roadway improvements.

9. 30% Design Plan Review Package

In preparation for the 30% Design Review, FHU anticipates providing the following plan sheets:

- Title sheet
- Typical sections
- Construction plans for each access location
- Trail plan and profile
- Utility plans
- Landscape plans
- Signal layout

FHU will also prepare an Opinion of Probable Construction Costs.

10. 90% Design Plan Review Package

In preparation for the 90% Design Review, FHU anticipates providing the following plan sheets:

- Title Sheet
- General Notes
- Quantities
- Survey Control Diagram
- Typical Sections
- Geometry Plan
- Removal Plans
- Plan and Profile Sheets
- Grading and Erosion Control Plans
- Utility Plans
- Construction Phasing Plans
- Signal/Interconnect Plans
- Signing and Striping Plans
- Landscape Plans
- Cross Sections

In addition to the 90% Review Plans, FHU will update the Opinion of Probable Construction Costs and provide specifications.

11. Construction Documents

Once the 90% Design Review meeting has been completed, the plans, specifications, and cost estimate will all be revised and finalized for construction. FHU will coordinate the advertising and bidding of the project with the City.

12. Design Assumptions

- It is assumed that the modifications will match existing drainage patterns and a drainage study or modifications to the existing storm system will not be needed.
- It is assumed that no structural design will be necessary for items such as retaining walls.
- It is assumed that the design project limits will remain within City owned Right-of-Way and no easements or acquisitions will be necessary.
- Lighting design has not been included within the scope of this contract. It is assumed that luminaires will be attached to the signal poles at the Justice Center intersection.

Task 5 – Traffic Design & Analysis

1. Signal & Interconnect Design

Using the survey information provided by Aztec Consultants, Inc., FHU will prepare a traffic signalization plan for the new intersection and for the interconnection design. The plans will be prepared through a “design-build” concept that delegates authority for items such as wiring and traffic control details to the contractor. The plan will detail the location of each new pole/mast arm, traffic and pedestrian signal heads, conduit, controller and cabinet, vehicle and pedestrian detectors, pull boxes, etc. FHU will coordinate with Xcel Energy to determine the location of the power source and for the installation of the power service meter.

We understand that the interconnection of the new traffic signal will be via existing phone communications that are available along the Community Center Drive corridor. We will coordinate with CenturyLink to understand the location of the communication connection to their system and to understand any design parameters that are required for the traffic signal construction company to understand relative to providing the City with communications to the new signal. The new controller cabinet will include the proper modem to support the communications.

FHU will prepare project-specific construction specifications for the traffic signal plans as a supplement to any City traffic signal specifications that you have. We understand that the City uses the latest Colorado Department of Transportation poles, mast arms, pull box and caisson standards. Specifications for other traffic signal components will be included in the project construction specifications if necessary.

2. Signal Timing

FHU will provide signal timing parameters for the new traffic signal for the AM, PM and off-peak time periods with emphasis on coordinating the new traffic signal timing with the Malley Drive and Huron Street intersections to the east and west of the new location. As the City is aware, signal timing at the Malley Drive intersection uses a constant cycle length over the course of the entire week regardless of time period, while the Huron Street intersection (managed by the City of Westminster) has two differing cycle lengths.

As such, it will be important to evaluate these periods relative to how it will best work with both locations given the differences in cycle lengths, green splits, and the orientations of existing travel patterns. We propose as a costs-savings measure to use the traffic volumes recorded one year ago for the *Webster Lake Sub-Area Traffic Study* as the base set of data for these analyses. We believe that these data will be sufficiently accurate for the purposes of establishing the initial timing parameters.

Task 6 – Bidding And Construction Administration Services

During the bidding and construction phase of the project, FHU shall perform the following services:

- Attend the pre-bid meeting and issue bidding addenda.
- Review the bids and make a selection recommendation.
- Attend the pre-construction meeting and provide 3 sets of stamped construction documents.
- Respond to contractor RFI's and Submittals.
- Attend 16 weekly construction meetings to review progress and answer questions. It is assumed that the agenda and minutes will be provided by the City.
- Have a representative on-site a minimum of 20 hours per week for the 16 week construction duration.
- Prepare one set of as-constructed drawings, CAD files, and one PDF of as-constructed drawings.

EXHIBIT B - HOUR & FEE ESTIMATE City of Northglenn Community Center Drive Improvements	FHU LABOR								SUBTOTAL FHU LABOR (HOURS)	SUBTOTAL - FHU LABOR	Subconsultants				Other Direct Costs			SUBTOTAL - SUBCONSULTANTS & ODC'S	TOTAL - TASK COST
	Project Manager Engineer V	Lead Civil Design Engineer II	Traffic Quality Control Associate	Lead Traffic Design Engineer I	Construction Management Supervisor Associate	Construction Management Support Engineer II	Specifications Administrative	Firm Name				Mileage	Printing & Plotting	Miscellaneous ODC's					
								Kumar & Associates (Geotechnical)			Axtec Consultants, Inc (Survey)				FILA (Landscape/Irrigation)				
Billing Rate:	\$150	\$100	\$180	\$90	\$180	\$100	\$80												
Task Group 1 - Project Coordination and Meetings																			
Kickoff Meeting	2	2		2				6	\$680					\$30				\$30	\$710
30% Design Review	2	2		2				6	\$680					\$30				\$30	\$710
90% Design Review	2	2		2				6	\$680					\$30				\$30	\$710
Utility Coordination Meetings (1)	2	2		2				6	\$680					\$30				\$30	\$710
Project Management	10							10	\$1,500									\$0	\$1,500
Task Group 2- Project Reconnaissance and Document Review																			
Document Review		1		1				2	\$190									\$0	\$190
Justice Center Plan Review	1	2						3	\$350									\$0	\$350
Task Group 3 - Data Collection and Survey																			
Design Survey (Base Bid)								0	\$0		\$12,465							\$12,465	\$12,465
Utility Pot-holing		1						1	\$100		\$15,000							\$15,000	\$15,100
								0	\$0									\$0	\$0
Task Group 4 - Roadway Design																			
Geotechnical Analysis (Base Bid)								0	\$0	\$6,785								\$6,785	\$6,785
Utility Coordination		10		2				12	\$1,180									\$0	\$1,180
Median Modification Design		20						20	\$2,000									\$0	\$2,000
Trail Design		20						20	\$2,000									\$0	\$2,000
Landscape Design								0	\$0			\$7,200					\$7,200	\$7,200	
Irrigation Design								0	\$0			\$2,700					\$2,700	\$2,700	
Erosion Control Plans		4						4	\$400								\$0	\$400	
Construction Phasing		4						4	\$400								\$0	\$400	
Signing/Striping Plans				4				4	\$360								\$0	\$360	
30% Plan Preparation		8		8				16	\$1,520						\$50		\$50	\$1,570	
30% Opinion of Cost	1	2		2				5	\$530								\$0	\$530	
30% QA/QC	1		1					2	\$330								\$0	\$330	
Final Design		8		8				16	\$1,520								\$0	\$1,520	
90% Plan Preparation		8		6				14	\$1,340						\$50		\$50	\$1,390	
Project Specifications/Opinion of Cost		8		6			4	18	\$1,660								\$0	\$1,660	
QA/QC	2		2					4	\$660								\$0	\$660	
Finalize Construction Documents		8		4				12	\$1,160						\$100		\$100	\$1,260	
								0	\$0								\$0	\$0	
Task Group 5 - Traffic Design & Analysis																			
Signal Design Layout/Interconnect Design			1	24				25	\$2,340									\$0	\$2,340
Signal Timing Analysis			4					4	\$720									\$0	\$720
Traffic Memorandum			2					2	\$360									\$0	\$360
								0	\$0									\$0	\$0
Task Group 6 - Bidding and Construction Administration Services																			
Pre-bid meeting	2	2						4	\$500									\$0	\$500
Pre-bid conference minutes and addenda		1						1	\$100									\$0	\$100
Bid Tabulation of Results & Award Recommendation			1					1	\$100									\$0	\$100
Pre-Construction Meeting	2	2						4	\$500						\$50		\$50	\$550	
Attend 16 Construction meetings (included in on-site time)								0	\$0								\$0	\$0	
Representation On-Site (20 hrs/week x 16 weeks)					5	320		325	\$32,900					\$2,550			\$2,550	\$35,450	
Prepare As-Constructed Drawing Package Submittal		16		4				20	\$1,960								\$0	\$1,960	
								0	\$0								\$0	\$0	
SUBTOTALS	27	134	10	77	5	320	4	577	\$59,400	\$6,785	\$27,465	\$9,900	\$0	\$2,670	\$250	\$0	\$47,070	\$106,470	
Total Fee																		\$106,470	

2016 Rate Sheet

The following hourly billing rates apply to all "Time and Materials" contracts.

Staff Rates

Principal III.....	\$235
Principal II.....	\$210
Principal I.....	\$190
Associate.....	\$180
Sr. Engineer.....	\$170
Engineer V.....	\$150
Engineer IV.....	\$135
Engineer III.....	\$115
Engineer II.....	\$100
Engineer I.....	\$90
Sr. Environmental Scientist/Planner.....	\$170
Environmental Scientist/Planner V.....	\$150
Environmental Scientist/Planner IV.....	\$135
Environmental Scientist/Planner III.....	\$115
Environmental Scientist/Planner II.....	\$100
Environmental Scientist/Planner I.....	\$90
GIS Manager.....	\$180
GIS Specialist V.....	\$150
GIS Specialist IV.....	\$135
GIS Specialist III.....	\$115
GIS Specialist II.....	\$100
GIS Specialist I.....	\$90
Sr. Transportation Planner.....	\$170
Transportation Planner V.....	\$150
Transportation Planner IV.....	\$135
Transportation Planner III.....	\$115
Transportation Planner II.....	\$100
Transportation Planner I.....	\$90
Lead ITS Specialist.....	\$150
CADD Manager.....	\$150
Sr. Bridge Designer.....	\$150
Lead Designer.....	\$150
Sr. Designer.....	\$130
Designer V.....	\$120
Designer IV.....	\$115
Designer III.....	\$100
Designer II.....	\$85
Designer I.....	\$75
Sr. Construction Technician.....	\$110
Construction Technician V.....	\$105
Construction Technician IV.....	\$95
Construction Technician III.....	\$85
Construction Technician II.....	\$75
Construction Technician I.....	\$65
Intern I.....	\$50

Sr. Environmental Technician.....	\$130
Environmental Technician V.....	\$120
Environmental Technician IV.....	\$115
Environmental Technician III.....	\$100
Environmental Technician II.....	\$85
Environmental Technician I.....	\$75
Graphic Design Manager.....	\$120
Graphic Design Specialist V.....	\$110
Graphic Design Specialist IV.....	\$100
Graphic Design Specialist III.....	\$90
Graphic Design Specialist II.....	\$80
Graphic Design Specialist I.....	\$70
Marketing Manager.....	\$120
Marketing Specialist.....	\$105
Systems Administrator.....	\$110
Sr. Administrative Assistant.....	\$95
Administrative.....	\$80

Other Direct Costs

Plots

Bond.....	\$ 0.31/sq ft
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Prints

Black and White.....	\$ 0.12/print
Color.....	\$ 0.19/print

Presentation Boards

Bond Foam Core Mounted.....	\$ 1.51/sq ft
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Travel

Mileage.....	\$ 0.54/Mile
(or current allowable Federal rate)	
Truck (Construction).....	\$ 45.00/day
Parking.....	Actual Costs
Lodging/Airfare.....	Actual Costs

Other Miscellaneous Costs

Courier/Postage.....	Actual Costs
Per Diem.....	Actual Costs
Subconsultants/Vendors.....	Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.