



**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2016 – 13**

DATE: February 8, 2016

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: David H. Willett, Acting City Manager/Director of Public Works
Jim May, Chief of Police  

SUBJECT: **Council Resolution 21**
Northglenn Justice Center Contract Award – Architectural/Engineering Services

BACKGROUND

The City of Northglenn's Police Department and Municipal Court are currently housed in a facility built in 1981, along with many of the City's Administrative Departments and City Council Chambers. A 2014 Spatial Needs Assessment confirmed that the Police and Courts require an additional usable space to conform to nationally-recognized law enforcement and judicial facility standards. The Assessment confirms that the best option is to build a new facility, rather than to renovate and expand a 35-year old facility. The first step in developing this new facility is to contract with an architectural and engineering (A/E) team to provide the design for a facility that meets the City's needs and budget, and to provide construction administration and commissioning services once the project moves into the construction phase.

SELECTION PROCESS

A Request for Proposal (RFP) was issued in September 2015. The City received five proposals before the November 2016 deadline. All met minimum qualifications. The three that were evaluated as the most responsive to, and demonstrating the greatest understanding of, the City's requirements were selected to a short list of finalists, and follow-on teleconference interviews were conducted. All three firms were responsive to the interview requests for additional information. All three firms provided bids that were relatively consistent:

	Phase I Design Cost	Phase II Design Cost	Total Design Cost
ADG	\$439,920	\$979,050	\$1,418,970
BSW	\$985,000	\$879,000	\$1,864,000
HWA	\$342,165	\$1,100,500	\$1,442,665

Ultimately, the Selection Committee's recommendation to choose Hoefer Wysocki Architecture was not based on the lowest design bid (they were 1.5% above the low bid), but on the Committee's determination that they were the best qualified responsive bidder. Their design style is desirable and prior design references excellent, and they invested the most time and resources developing their Proposal. In addition, their market leadership in public safety facility design in the Midwest will be important to the success of the NJC project, and their creativity in developing a concept based on the parameters listed in the design RFP was impressive. The City entered into negotiations with Hoefer Wysocki Architecture to finalize the scope of the design requirements. These negotiations involved additional design (for example, items not included in the RFP, such as considering an indoor firing range, or altering the storm water drainage design), construction administration, and commissioning services; as a result, the final negotiated contract cost will be about \$360,000 higher than the above bid price.

February 8, 2016

Northglenn Justice Center Design Contract – Hoefer Wysocki Architecture

BUDGET/TIME IMPLICATIONS

Funding is available in project budget account: 40-65-800-63999-9110-000 in 2016. The design process will last approximately ten to twelve months, with full Construction Documentation finalized in early 2017. Upon completion of the project design, the City expects to secure a General Contractor, through a competitive bid selection process, to begin construction in 2017. A well-developed Engineer's Opinion of Probable Cost will be available before the end of 2016 so that a project line item in the City's 2017 Capital Budget can be accurately forecast.

RECOMMENDATIONS

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

- Authorize the Mayor to execute a contract between the City of Northglenn and **Hoefer Wysocki Architecture** in an amount Not To Exceed **\$1,809,455.00**; and
- Authorize the City Manager, on behalf of the City, to approve changes in the scope of work, design through construction completion, and execute relevant change orders up to the approved expenditure limit of **\$271,418.25** (15%) during the design phase and **90,472.75** (5%) during the construction phase. Total contingency of **\$361,891.00**.

Negotiated design services contract price	\$1,809,455.00
Design contingency (15%)	\$271,418.25
Construction Administration and Commissioning contingency (5%)	\$90,472.75
Total Expenditure Limit	\$2,171,346.00

Staff recommends approval of this Resolution.

STAFF REFERENCE

Steve Grace, PE, Operations Manager

sgrace@northglenn.org or 303.450.4077

ATTACHMENTS

- Resolution
- Professional Services Agreement

Northglenn Justice Center Funding - Summary

Revenue Source for annual debt service payments:

½% Sales/Use Tax – Capital Projects Fund

Annual Rev.

\$2.5-2.7 million

Annual Debt Service Expenditures:

Police & Courts (\$18 million project – total project cost \$27.1million)

Annual Exp.

\$1.23 million

\$15.5 million financed

Reserves used:

½% Sales/Use Tax – Capital Projects Fund

One-time Use

\$2.5 million

Year Used

2016

Listed below are financing options for the Police/Courts facility:

- General Obligation (GO) Bonds - These bonds would be backed by the full faith and credit of the City and would be funded by property and/or sales tax revenues.
- Certificates of Participation (COPs) - COPs are lease-financing mechanism where the City enters into an agreement to make regular lease payments for the use of an asset over some period, after which the title for the asset transfers to the government.
- Private Placement – A private placement would be a loan provided directly by a single buyer such as a bank.

City staff will be working with its Financial Advisor to identify the most advantageous financing structure available for this project.

STAFF REFERENCE:

If Councilmembers have any comments or questions, you may contact Jason Loveland at jloveland@northglenn.org or at 303-450-8817.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-21
Series of 2016

Series of 2016

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND HOEFER WYSOCKI ARCHITECTS, LLC FOR DESIGN AND ENGINEERING SERVICES FOR THE NORTHGLENN JUSTICE CENTER PROJECT

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

Section 1. The City Council hereby approves engineering services for the Northglenn Justice Center Project (the "Project"), in an amount not to exceed \$2,171,346.00 and authorizes the following to accomplish the Project:

(a) The execution of a Professional Services Agreement between the City of Northglenn and Hoefer Wysocki Architects, LLC for design and engineering services for the Project in the amount of \$1,809,455.00; and

(b) To authorize a fifteen percent (15%) contingency of \$271,418.25 during the design phase and a five percent (5%) contingency of \$90,472.75 during the construction phase of the Project, and authorize the City Manager, on behalf of the City, to approve minor changes in the scope of work and execute relevant change orders up to the approved expenditure limit of \$2,171,346.00.

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 Hoefer Wysocki Architects, LLC (hereinafter referred to as "Design Professional").

RECITALS:

A. The City requires professional services.

B. Design Professional has held itself out to the City as having the requisite expertise and experience to perform the required service for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Design Professional shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Design Professional shall furnish all labor and materials to perform the services required for the execution and performance of 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 Design Professional with reports and such other data as may be available to the City and reasonably required by Design Professional to perform hereunder. No project information shall be disclosed by Design Professional 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 Design Professional shall be returned to the City. Design Professional is authorized by the City to retain copies of such data and materials at Design Professional's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Design Professional develops instruments of professional service. The Instruments of Professional Service prepared under this Agreement shall become the property of the City upon completion of the Design Professional's services and payment in full of the compensation defined herein. The Design Professional shall retain copyright.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Design Professional, the City shall pay Design Professional an amount not to exceed one million, eight hundred and nine thousand, four hundred and fifty-five dollars (\$1,809,455). Payment shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. The maximum fee specified herein shall include all fees and expenses incurred by Design Professional in performing all services hereunder.

B. Design Professional may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Design Professional under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Design Professional's verified payment request, shall be submitted by Design Professional 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 Design Professional fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Design Professional 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. 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 Design Professional 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, Design Professional may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all services 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, Design Professional may terminate this Agreement. Upon receipt of payment in full for services rendered, Design Professional 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 Design Professional's certification that services required herein by Design Professional have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the City of a Notice to Proceed, Design Professional shall commence services on 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 Design Professional 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 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 Design Professional proceeds without such written authorization, then Design Professional 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. Design Professional 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 services performed by Design Professional 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 services in the applicable community.

C. Design Professional 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 Design Professional under this Agreement. Design Professional 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.

D. Approval by the City of drawings, designs, specifications, reports, and incidental services or materials furnished hereunder shall not in any way relieve Design Professional of responsibility for technical adequacy of the services. 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 Design Professional 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, Design Professional hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform services under the Agreement and that Design Professional 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 services under the Agreement.

B. Prohibited Acts. Design Professional shall not:

1. Knowingly employ or contract with an illegal alien to perform services under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Design Professional that the subcontractor shall not knowingly employ or contract with an illegal alien to perform services under this Agreement.

C. Verification.

1. Design Professional has confirmed the employment eligibility of all employees who are newly hired for employment to perform services under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Design Professional 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 Design Professional obtains actual knowledge that a subcontractor performing services under this Agreement knowingly employs or contracts with an illegal alien who is performing services under the Agreement, Design Professional shall:

- a. Notify the subcontractor and the City within three (3) days that Design Professional has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing services 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 services under the Agreement; except that Design Professional 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 services under the Agreement.

D. Duty to Comply with Investigations. Design Professional 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 Design Professional is complying with the terms of this Agreement.

E. If Design Professional does not currently employ any employees, Design Professional shall sign the NO Employee Affidavit attached hereto.

F. If Design Professional wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Design Professional 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 Design Professional 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 Design Professional, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its Council members, officials, officers, directors and employees from claims, demands, suits, actions or proceedings, including worker's compensation claims, to the extent caused by the services rendered by Design Professional, its employees, agents or subDesign Professionals, or others for whom the Design Professional is legally liable, under this Agreement; provided, however, that the Design Professional need not indemnify or save harmless the City, its Council members, its officers and employees from damages resulting from the negligence of the Council members, officials, officers, directors and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Design Professional shall, to the fullest extent permitted by law, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by the negligent acts, errors or omissions of the Design Professional, its employees, agents or subDesign Professionals, or others for whom the Design Professional is legally liable, in the performance of professional services under this Agreement. The Design Professional 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. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Design Professional'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 Design Professional, any subconsultant of Design Professional, or any officer, employee, representative, or agent of Design Professional or of any subcontractor of Design Professional. If Design Professional is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Design Professional's obligation to defend, indemnify and hold harmless the City may be determined only after Design Professional'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. Design Professional 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 Design Professional

pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Design Professional 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. Design Professional shall procure and maintain, and shall cause applicable consultants of Design Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers reasonably acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Design Professional 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, two million products/completed ops aggregate and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage per the CG0001 or equivalent, for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), 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 Design Professionals as additional insureds. The general liability policy required above shall be primary insurance, and any general liability insurance carried by the City, its officers, its employees, or its Design Professionals shall be excess and not contributory insurance to that provided by Design Professional. No additional insured endorsement to the policy required by paragraph 2. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Design Professional 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 Design Professional'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 reasonably 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 Design Professional'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: City Clerk
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Design Professional 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.

F. 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 services in Section I are completed and the requirements of this Agreement are satisfied, or upon the City's providing Design Professional 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 Design Professional for all services previously authorized and completed prior to the date of termination. If, however, Design Professional 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 Design Professional.

XIII. CONFLICT OF INTEREST

The Design Professional 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

Design Professional is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Design Professional to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Design Professional for all purposes. Design Professional 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 Design Professional 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 Design Professional 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

Design Professional: Hoefer Wysocki Architects, LLC
 11460 Tomahawk Creek Parkway, Suite 400
 Leawood, KC 66211

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

DESIGN PROFESSIONAL:


By:  _____

Chris Anderson, AIA, NCARB
Print Name

Partner
Title

01/27/2016
Date

ATTEST:

By:  _____

Ken Horton
Print Name

Partner
Title

1-27-16
Date

City's Project Manager

Exhibit A
SCOPE OF SERVICES

Contracting Component	Proposed Cost	Description of Services	Anticipated Timeframe
Concept ("Phase I Design")	\$15,000	- Validate Existing Documents (Spatial Assessment/Adjacency Analysis)	Feb - Jul 2016
	\$8,200	- Perform Civil Site Survey	
	\$96,000	- Create Initial Architectural Concept (dimensions/materials/orientation/towers)	
	\$505,600	- Develop Design to 30% CD Completion (47% Design)	
	Included	- Perform public process/community outreach activities (2x Council Meetings, 1 Public Forum)	
	\$24,000	- Develop Engineer's Opinion of Probable Cost	
	\$6,200	- Finalize Drainage Study	
	\$15,000	- Site Acoustical Analysis	
	\$10,655	- Geotechnical Study	
	\$680,655		
A/E Design ("Phase II")	\$358,400	- Develop Full CDs - Based upon 8% of \$16M Construction Cost	Aug - Dec 2016
	Included	- Perform public process/community outreach activities (1x Council Meeting)	
	10% of equipment purchase budget - NTE \$100,000	- Assist City in Sourcing/Bid Prep for Specialized Equipment (If/As Required)	
	10% of equipment purchase budget - NTE \$100,000	- Assist City in Sourcing/Bid Prep for Facility Furniture (If/As Required)	
	\$558,400		
Construction Administration	\$320,000	- Respond to RFIs	Jan 2017 - Construction Completion
	Included	- Assist City in Sourcing General Contractor for Facility Construction	
	NTE \$50,000	- Provide Record Drawings (Optional)	
	\$370,000		
Commissioning and Transition	\$48,000	- Develop Commissioning Plan/Policy to Assist City Staff in Completing Systems Training, O&M Manual Review	Feb/Mar 2016 - Construction Completion
	\$50,000	- Develop "Move Management" Plan to Sequence the Physical Transition of PD and Court Operations to the New Facility	
	\$98,000		
Reimbursable Expenses	NTE \$102,400	- Reimbursable Expenses (not-to-exceed - 8% of Basic Services)	Feb/Mar 2016 - Construction Completion
	\$102,400		
CONTRACT TOTAL (NTE)	\$1,809,455		

EXHIBIT B

AMOUNT OF COMPENSATION



11460 Tomahawk Creek Parkway, Suite 400
Leawood, Kansas 66211
(913) 307.3700
info@hoferwysocki.com

Hourly Rates: Hourly rates for Architect for the Calendar Year 2016 are as follows:

<u>Architect Personnel</u>	<u>Hourly Rate</u>
Principal	\$200
Sr. Project Manager / Interior Design Director	\$160
Project Manager / Senior Designer	\$140
Sr. Project Architect	\$130
Project Architect / Arch. Designer	\$120
Architect / Interior Designer	\$100
Architect Intern / Interiors Intern	\$90
Administrative	\$70

Adjustments to these rates are made on a calendar year basis, are rounded to the nearest whole dollar and average about 5% per year or the increase in the CPI rate, whichever is greater.

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

FROM: Hoefer Wysocki Architects, LLC
(Prospective *Design Professional*)

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

Project Name Northglenn Justice Center

Bid Number RFP 2015-026

Project No. _____

As a prospective Design Professional 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 services under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform services 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 27th day of JANUARY, 2016.

Prospective Design Professional Hoefer Wysocki Architects, LLC

By: Chris Anderson 

Title: Partner

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, CHRIS ANDERSON, am an owner/member/shareholder of DAVID LYSOCK ARCHITECTS, LLC, a LLC [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, CHRIS ANDERSON am a United States citizen or legal permanent resident.

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

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

OR

☐

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

Design Professional 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

01.27.2016

DEPARTMENT PROGRAM AFFIDAVIT

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

I, Chris Andersen, as a public Design Professional 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 City 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.



Design Professional Signature

01.27.2016

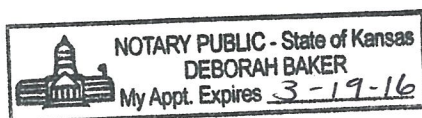
Date

STATE OF ~~COLORADO~~ KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 27 day of Jan, 2016, by Chris Andersen as Partner of Hofer Wysocki Architecture.

My commission expires: 3.19.16

(S E A L)




Notary Public