

PUBLIC WORKS DEPARTMENT MEMORANDUM
#25-2019

DATE: June 24, 2019

TO: Honorable Mayor Pro Tem Esquibel and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*

FROM: Brook Svoboda, Director of Planning and Development *BS*
Kent Kisselman, PE – Director of Public Works *KK*

SUBJECT: CR-70 – 120th Avenue Corridor Improvements Project Administration Services

PURPOSE

City Council is considering a Resolution to approve a professional services agreement between the City of Northglenn and Stanley Consultants to provide project administration services for the 120th Avenue Corridor Improvements Project from Washington Street to Claude Court.

BACKGROUND

The City is soliciting professional services necessary to secure the required National Environmental Policy Act (NEPA) environmental clearance, complete the preliminary and final design drawings, specifications, and cost estimate and construction bid documents for the final design of necessary improvements associated with widening 120th Avenue between Washington Street and Claude Court. The improvements include the construction of widening to three thru lanes, additional left/right turn lanes, a pedestrian/bike trail, traffic and pedestrian signalization and storm drainage improvements.

Stanley Consultants, Inc. will provide technical services in project management, inter-governmental coordination with the Colorado Department of Transportation (CDOT) and the Federal Highway Administration (FHWA), developing the Request for Proposal (RFP), management of engineering design, and post design services.

The project is being partially funded through the 2020-2023 Transportation Improvement Program (TIP) which is administered by CDOT on behalf of the FHWA.

BUDGET IMPLICATIONS

If approved, the purchase would be expensed to the 120th Avenue Corridor Improvements account.

SCHEDULE/TIME IMPLICATION

There are time constraints imposed by the grant from the Denver Regional Council of Governments. This contract is aimed to get Stanley Consultants on board early in the process to ensure compliance with all future deadlines.

RECOMMENDATIONS

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 Stanley Consultants for project administration services for the 120th Avenue Corridor Improvements Project (Washington Street/Claude Court) in the amount of \$96,950.00.

Staff recommends approval of the Resolution.

STAFF REFERENCE

If Council members have any comments or questions they may contact Kent Kisselman, 303.450.4005, or kkisselman@northglenn.org.

CR-70 – 120th Avenue Corridor Improvements Project Administration Services
Professional Services Agreement

SPONSORED BY: MAYOR PRO TEM ESQUIBEL

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-70
Series of 2019

Series of 2019

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND STANLEY CONSULTANTS, INC. FOR PROJECT ADMINISTRATION SERVICES FOR THE 120TH AVENUE CORRIDOR 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 Stanley Consultants, Inc., attached hereto, in an amount not to exceed \$96,950.00 for project administration services for the 120th Avenue Corridor 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 _____, 2019.

ANTONIO B. ESQUIBEL
Mayor Pro Tem

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 Stanley Consultants, Inc. (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 Ninety-six thousand, nine hundred fifty dollars and 00/100 (\$96,950.00). 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 City 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:
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: _____

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: STANLEY CONSULTANTS, INC.

By: Marvinetta L. Hartwig

Marvinetta L. Hartwig

Print Name

Vice President

Title

6/14/19
Date

ATTEST:

By: Amelia G. Dyer
AMELIA G. DYER
Print Name

PROJECT COORDINATOR 6/14/19
Title Date

6/5/2019

City of Northglenn
120th Ave. Corridor Improvements
Project Administration
SCOPE OF SERVICES



The following Scope of Services identifies exclusions and assumptions upon which Stanley Consultants Inc. (Stanley) has relied upon in determining our effort, fee, scope and schedule to provide Project Administration services to the City of Northglenn (City) for the 120th Ave. Corridor Improvements Project. A detailed workhour and fee estimate is provided in the attached **EXHIBIT "A"**. Stanley and the City agree to renegotiate these terms in the event our scope and workhour assumptions are incorrect. Stanley's scope includes the primary top tasks listed below:

- Task 1 – Project Management**
- Task 2 – Inter-Governmental Coordination**
- Task 3 – Prepare Request for Proposals (RFP)**
- Task 4 – Management of Engineering Design**
- Task 5 – Post Design Services**

The following is our understanding of the approximate project schedule as it relates to our proposed services:

- Stanley Notice to Proceed – late June / early July 2019
- Execute IGA w/ CDOT – late August / early September 2019
- Prepare RFP and make design consultant selection – October - December 2019
- Engineering Design – January 2020 to October/November 2020
- Northglenn to Advertise for Construction – December 2020/January 2021
- Construction – Spring 2021 – Fall 2021

(Stanley contract duration approximately 30 months)

Task 1 – Project Management

1.1 Project Management

Stanley will monitor and control the effort and progress of our proposed services as follows:

- Contract Administration
- Project check-in status updates with the City via conference call or email
- Prepare monthly Progress Reports and client invoices
- Prepare, monitor and adjust CPM schedule monthly

*Deliverables: Monthly Progress Reports
CPM Schedule (MS Project)*

1.2 Coordination Meetings

Project coordination meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include Stanley's project manager, the

design consultant project manager and task leads, City staff, and other stakeholders as necessary. Stanley will attend up to three (3) coordination meetings. It is assumed that the design consultant will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting, and prepare meeting minutes. It is assumed the CDOT Scoping Meeting will be included as one of the three (3) meetings. CDOT review meetings are included separately below.

Stanley assumes attending up to one (1) public open house meeting. Stanley will assist the City in by attending the public meeting and answering questions. It is assumed that the design consultant will prepare any necessary meeting graphics/exhibits as well as provide the appropriate staff to attend and facilitate the meeting. It is assumed that the City will compile the mailing list and announcement for the public open house and will mail the notices to the appropriate interested parties.

*Deliverables: Attend up to three (3) design coordination meetings
Attend up to one (1) public open house meeting*

Task 2 – Inter-Governmental Agreement Coordination

2.1 IGA Coordination

Stanley will coordinate with the City to initiate the Inter-Governmental agreement (IGA) with the CDOT Local Agency liaison. One (1) IGA coordination meeting will be held to establish an understanding of the project and IGA requirements prior to beginning the IGA documentation process. Attendees of the coordination meeting will include Stanley's project manager and specialists as needed, City staff, and CDOT Local Agency staff. After the IGA coordination meeting, Stanley will work with City and CDOT staff to complete the IGA package for execution.

It is assumed that the following documentation will be required for execution of the IGA:

- State of Colorado Intergovernmental Agreement – Signature and Cover Page
- Exhibit A – Statement of Work
- Exhibit B – Sample Option Letter
- Exhibit C – Funding Provisions
- Exhibit D – Local Agency Resolution
- Exhibit E – Local Agency Contract Administration Checklist (CDOT Form 1243)
- Exhibit F – Certification for Federal-Aid Contracts
- Exhibit G – Disadvantaged Business Enterprise
- Exhibit H – Local Agency Procedures for Consultant Services
- Exhibit I – Federal-Aid Contract Provisions for Construction Contracts (FHWA -1273)
- Exhibit J – Additional Federal Requirements
- Exhibit K – FFATA Supplemental Federal Provisions
- Exhibit L – Sample Subrecipient Monitoring and Risk Assessment
- Exhibit M – OMB Uniform Guidance for Federal Awards

*Deliverables: Executed Inter-Governmental Agreement (IGA)
Attend One (1) IGA Coordination meeting*

Task 3 –Request for Proposals (RFP)

3.1 *Prepare Request for Proposals (RFP)*

Stanley will prepare the Request for Proposal (RFP) package that meets the City's and Federal requirements, facilitate one (1) pre-bid meeting (if needed), respond to pre-bid questions, and review/rank submitted proposals for consultant selection in compliance with the CDOT Local Agency Procedures for Consultant Services per the IGA. As part of the RFP preparation, Stanley will develop the scope of work (in coordination with the City) required for the project. It is assumed that Stanley will provide the City with the RFP documents in PDF format and the City will advertise the RFP in accordance with the Local Agency Procedures for Consultant Services per the IGA.

Deliverables: Prepare Request for Proposals (RFP)
Facilitate one (1) pre-bid meeting (if needed)
Review and rank proposals and make recommendation for consultant selection

Task 4 – Management of Engineering Design

4.1 *Design Team Coordination*

Stanley will manage and oversee all aspects of anticipated project environmental and engineering/design consulting work on behalf of the City. It is assumed that design team coordination will begin from the time of the design consultant selection all the way through issuance of final approvals from CDOT and FHWA. We assume that duration to be about 12 months. Design team coordination will consist of various communication to discuss project design, schedule, and budget issues. Our workhour estimate assumes our effort to be about two to three (2-3) hours per week over the course of the 12-month design duration.

It is assumed that design consultant will coordinate with the affected utility owners in the project area. Stanley will attend up to six (6) utility coordination meetings on behalf of the City to discuss and resolve any utility conflicts and to ensure the design consultant is on track to achieve the necessary CDOT utility clearances.

Stanley will review and approve consultant invoices and forward to the City for processing. Our workhour estimate assumes up to twelve (12) design consultant invoices for review.

Deliverables: Review/Approve design consultant invoices (up to 12 invoices)
Attend up to six (6) utility coordination meetings

4.2 *Submittal Reviews*

Stanley will provide reviews of the FIR, FOR, and AD submittal deliverables on behalf of the City. Stanley reviews will include, but not be limited to, plans, project special provisions, cost estimate,

drainage reports, and traffic reports. Review comments will be provided to the design consultant for response and incorporation.

Deliverables: Review of design consultant FIR, FOR, and AD submittal deliverables

4.3 CDOT Review Meetings

The Stanley team will attend the FIR and FOR review meetings to discuss additions and/or revisions to the plans during this process. It is assumed that the design consultant project manager will conduct the FIR and FOR review meetings, take meeting minutes and distribute to meeting attendees after the meeting.

Deliverables: Attend FIR and FOR Review Meetings

Task 5 – Post Design Services

5.1 Bidding/Award Services

We anticipate that the City will advertise the project for bidding and distribute the plans to prospective bidders. Stanley's project manager and project staff will be available during the bidding phase to assist the City in responding to contractor inquiries. Work associated with this task will include:

- Attend the pre-bid meeting to answer questions from prospective bidders.
- Supporting the City during the bidding process by providing answers to Contractor inquiries
- Working with the design consultant to issue addendas (if required) to clarify issues in the bid documents.

5.2 Construction Support Services

Stanley will be available during construction to respond to questions specifically related to the design plans and specifications and provide clarification when requested. This service shall include, but not be limited to, the following:

- Attend pre-construction meeting. We assume that the City's construction manager (to be determined) will conduct and facilitate the pre-construction meeting.
- Coordinate with the design consultant on the review and approval all submittals and shop drawings.
- Coordinate with the design consultant to respond to questions in the field that arise relative to the plans, details or special provisions.
- Coordinate with the design consultant on engineering services needed for design revisions required due to changes in construction of field conditions.
- We assume attending up to three (3) field visits during construction

Assumptions/Exclusions

- This scope of work is for project administration services only. Stanley excludes any design services from this scope of work.
- Project Administration services necessary to manage the construction phase are excluded from this scope of work.

City of Northglenn
120th Ave Corridor Improvements - Project Administration

Date: 6/5/2019

Date: 6/5/2019									Stanley Total			TOTAL	EXHIBIT B FEE SCHEDULE
TASK / DELIVERABLE	Marvinetta Hartwig, PE Principal-in-Charge	Jeff Binning, PE Project Manager	Dave Dyer QA/QC-Task Manager	Sarah Zarzecki, PE Senior Engineer	Heather Reed, PE Structural Engineer	Josh Root, PE, CFM Senior Engineer (Drainage)	Michael Romero, PE Project Engineer II	Amelia Dyer Administrative Assistant	Professional Service Hours	Professional Service Fee	Other Direct Costs	Total Professional Service Fee and Other Direct Costs	DESCRIPTION / ASSUMPTIONS
	\$275	\$210	\$215	\$175	\$140	\$180	\$145	\$95					
TASK 1 - PROJECT MANAGEMENT													
1.1 Project Management	2	60						12	74	\$14,290	\$ 100	\$ 14,390	assumes ~2 hrs / month over 30-month contract duration
1.2 Coordination Meetings		12							12	\$2,520	\$ 125	\$ 2,645	assumes up to three (3) coordination meetings and one (1) public open house
TASK 2 - INTER-GOVERNMENTAL AGREEMENT COORDINATION													
2.1 IGA Coordination													
- Attend IGA Coordination Meeting		4		3					7	\$1,365	\$ 25	\$ 1,390	
- Assemble IGA documentation	1	12		5					18	\$3,670		\$ 3,670	
TASK 3 - REQUEST FOR PROPOSAL (RFP)													
3.1 Prepare Request for Proposals (RFP)													
- Develop Scope of Work		8							8	\$1,680		\$ 1,680	
- Prepare RFP and Addendum(s)		20						4	24	\$4,580		\$ 4,580	
- Review / Evaluate Proposals and ranks for selection	4	8		4				4	20	\$3,860		\$ 3,860	
TASK 4 - MANAGEMENT OF ENGINEERING DESIGN													
4.1 Design Team Coordination													
- Design Team coordination	1	120							121	\$25,475	\$ 150	\$ 25,625	assumes 2-3 hrs / week over a 12-month design duration
- Attend Utility Coordination meetings		22							22	\$4,620	\$ 150	\$ 4,770	assumes attending up to six (6) utility coordination meetings
- Design Consultant invoice review		6							6	\$1,260		\$ 1,260	assumes 12 invoices for review at 0.5 hrs per invoice
4.2 Submittal Reviews													
- FIR Submittal	1	8	8		8	8	8		41	\$7,395		\$ 7,395	
- FOR Submittal	1	8	8		8	8	8		41	\$7,395		\$ 7,395	
- AD Submittal		8	8		8	8	8		40	\$7,120		\$ 7,120	
4.3 CDOT Review Meetings													
- Attend FIR Meeting		4							4	\$840	\$ 25	\$ 865	
- Attend FOR Meeting		4							4	\$840	\$ 25	\$ 865	
TASK 5 - POST DESIGN SERVICES													
5.1 Bidding / Award Services		20							20	\$4,200	\$ 50	\$ 4,250	
5.2 Support Services During Construction		24							24	\$5,040	\$ 150	\$ 5,190	assumes up to three (3) field visits during construction
	10	348	24	12	24	24	24	20	486	\$ 96,150	\$ 800		
	\$2,750	\$73,080	\$5,160	\$2,100	\$3,360	\$4,320	\$3,480	\$1,900					
										Base Fee	\$	96,950	

SCOPE OF WORK

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

FROM: Stanley Consultants, Inc.
(Prospective Consultant)

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

Project Name 120th Ave. Corridor Improvements Project Administration

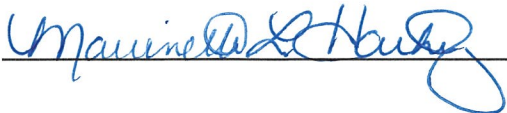
Bid Number N/A

Project No. 2019-069

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 14th day of June, 2019.

Prospective Consultant Stanley Consultants, Inc.

By: 

Title: Vice President

DEPARTMENT PROGRAM AFFIDAVIT

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

I, Stanley Consultants, Inc., 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 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.

Maureen L. Hartwig
Consultant Signature

June 14, 2019
Date

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 14TH day of JUNE, 2019, by MARVINGITA L. HARTWIG as VICE PRESIDENT of STANLEY CONSULTANTS, INC.

My commission expires: DECEMBER 12, 2020

(S E A L)

Amelia G Dyer
Notary Public

