

**PLANNING AND DEVELOPMENT DEPARTMENT MEMORANDUM
#48-2020**

DATE: December 21, 2020

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*

FROM: Brook Svoboda, Director of Planning and Development *BS*
Jason Loveland, Director of Finance *JL*
Eric Ensey, Senior Planner

SUBJECT: CR-186 – Professional Services Agreement Addendum #1 with Cumming Management Group

PURPOSE

To seek approval of CR-186, which would approve an addendum to the City’s existing contract with Cumming Management Group. This addendum would authorize the consultant to continue providing program and project management services for the implementation of the Northglenn Civic Center (NGCC) Master Plan into Phase II, which includes the design and construction of a new city hall.

BACKGROUND

In 2018, the City Council approved a Professional Services Agreement with Cumming Management Group (then known as Project One). The consultant was retained to provide program and project management services associated with the implementation of Phase I of the NGCC project, including the construction of the new recreation center, senior center, and theatre, along with the associated public infrastructure. Under the contract, the consultant has performed the duties of the owner’s representative and project administrator for the project. The original contract was approved for \$889,980. Later, a budget reduction of \$101,345 was approved through a change order, reducing the total to \$788,635.

As the implementation of the NGCC Master Plan continues, the second phase will include constructing a new city hall, allowing the rest of the site to be redeveloped. Concurrently, the City will continue its negotiations with Continuum Partners to redevelop the remaining portion of the NGCC site. These negotiations will ultimately lead to a Redevelopment Agreement in accordance with a Memorandum of Understanding between the City and Continuum.

The proposed scope of services included as Exhibit A to Addendum #1 includes the following anticipated major steps in the process:

Phase	Description	Duration
Phase 1	Initial Project Planning/Budget/Schedule This initial phase will be pulling together background information in preparation for procuring a design team.	Two months
Phase 2	Preconstruction Services This phase will include:	10 months

	<ul style="list-style-type: none"> • Hiring a design consultant team • Conducting a space needs analysis • Development of design and construction drawings • Preconstruction coordination meetings • Selection of a general contractor • Obtaining a building permit 	
Phase 3	<p>Construction Services Including Project Closeout This final phase will include:</p> <ul style="list-style-type: none"> • Construction management and coordination • Financial tracking • Schedule tracking • Construction closeout 	18 months

The anticipated cost for all three phases of the proposed Addendum #1, as summarized in the table above, is \$330,471. This total will be in addition to the amount in the original contract with the consultant.

STAFF RECOMMENDATION

Staff recommends that City Council approve the proposed CR-186, approving Addendum #1 to the Agreement for Professional Services with Cumming Management Group, which would authorize the consultant to provide program and project management services for the implementation of Phase II of the NGCC Master Plan, which will include the design and construction of a new city hall.

BUDGET AND TIME IMPLICATIONS

The contract addendum is for a not-to-exceed amount of \$330,471. This is included in the \$500,000 budgeted for implementation of Phase II of the NGCC Master Plan.

Should Council approve this resolution, staff will begin work with the consultant team immediately.

STAFF REFERENCE

If Council members have any questions, they may contact Director of Planning and Development Brook Svoboda at 303.450.8937 or bsvoboda@northglenn.org.

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-186
Series of 2020

Series of 2020

A RESOLUTION APPROVING ADDENDUM #1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND CUMMING MANAGEMENT GROUP, INC. FOR PROGRAM AND PROJECT MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF PHASE 2 OF THE CIVIC CENTER MASTER PLAN

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

Section 1. Addendum #1 to the Professional Services Agreement between the City of Northglenn and Cumming Management Group, Inc., attached hereto, in an amount not to exceed \$330,471.00 for program and project management services for the implementation of Phase 2 of the Civic Center Master Plan 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 _____, 2020.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

ADDENDUM #1 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this _____ day of _____, 2020, by and between the CITY OF NORTHGLENN, State of Colorado (hereinafter referred to as the "City") and Cumming Management Group, Inc. (hereinafter referred to as "Consultant").

RECITALS:

A. On April 9, 2018 the City and Consultant entered into an Agreement for Professional Services for program and project management services for the implementation of Phase 1 of the Civic Center Master Plan (the "Agreement").

B. On April 13, 2020 the City and Consultant executed an Amendment to the Agreement to reflect the identity of new legal parties to the Agreement.

C. On April 20, 2020 the City and Consultant executed Change Order #1 to the Agreement to reduce the scope of services by \$101,345.

D. The parties desire to supplement the Agreement with this Addendum #1 to allow for an increase of scope of services and monies for:

Exhibit A, Program and Project Management of Phase 2 of the Civic Center Master Plan.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Consultant shall provide to the City, professional program and project management services for the implementation of Phase 2 of the Civic Center Master Plan as needed in the manner provided in the Agreement.

1. The Scope of Services in the Agreement is hereby supplemented to add the scope of services for program and project management of Phase 2 of the Civic Center Master Plan attached hereto as **Exhibit A**, and incorporated herein by this reference (the "Additional Scope of Services"). Consultant shall adhere to the Additional Scope of Services within ten (10) days of the issuance of this Addendum.

2. Subparagraph A. of Article IV entitled "Compensation" is hereby amended to provide as follows:

A. Compensation shall be increased by three hundred thirty thousand four hundred seventy one dollars \$(330,471) for the work described in **Exhibit A** to this Addendum #1.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Consultant. The original Agreement and this Addendum constitute all of the agreements between the City and the Consultant.

12/4/20

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

CITY OF NORTHGLENN, a Colorado home rule municipal corporation

Meredith Leighty, Mayor

ATTEST:

By: _____
Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
Corey Y. Hoffmann, City Attorney

CONSULTANT

By: *Kydon Rife*
VICE PRESIDENT *12/7/2020*
Title Date

ATTEST:

Barbara Thompson
Office Mgr. *12-07-2020*
Title Date

CITY OF NORTHGLENN - CIVIC CENTER MASTER PLAN PHASE 2
 Northglenn, CO

CUMMING MANAGEMENT GROUP, INC.
Addendum #01 - Exhibit A - Additional Scope of Services
 12/4/2020

Phase 1: Initial Project Planning/Budget/Schedule (estimated duration of 2 months)

Item	Activities	Responsibilities
A - Predevelopment		
1	Review Existing Program/Site Documents	Review all available site documentation and previous space planning/programming documentation.
3	Master Budget Creation, Confirmation and Approval	Work with the Client and project team to develop a DRAFT preliminary Overall Project Budget which includes all project soft and hard costs.
4	Initial CPM Project Schedule	Work with Client and project team to develop the initial draft Overall Project Schedule which represents all Client activities, along with entitlement and permitting, team selection, utilities, design services, construction, move-in and occupancy.
5	Client Coordination/Open Issues Meetings/Project Set-up/Planning	Work with client and City team and coordinate with developer on initial project planning, set-up, strategy, coordination meetings

Phase 2: Preconstruction Services - Team Selection, Program, Design and Permitting. (estimated duration of 10 months)

Item	Activities	Responsibilities
A - Predevelopment		
15	Community Engagement	Support Community Engagement process in preparation of materials, information, surveys etc..
17	Planning Level Cost Verification (Cumming)	Review and verify Master Plan cost assumptions with most current understanding of concept.
18	Master Budget Creation, Confirmation and Approval	Work with the Client and project team to further develop the Overall Project Budget which includes all project soft and hard costs.
19	Initial CPM Project Schedule	Work with Client and project team to further develop and update the Overall Project Schedule which represents all Client activities, along with entitlement and permitting, team selection, utilities, design services, construction, move-in and occupancy.
20	Sustainability	Determine the requirements and support the implementation of a sustainability program.
21	Client Coordination	Participate in coordination meetings and follow-up coordination to assure that the selection process meets the Clients goals and expectations at every phase.
22	Design RFQ Draft	Develop / review the RFQ for Designer selection, meet with Client and provide suggestions/recommendations. Solicit designer interest, create long list of designers, implement RFQ.
23	Manage the RFQ process	To avoid continuous calls, receive all questions and compile them into comprehensive list. Draft responses and/or coordinate with the Client for response. Distribute to all firms.
24	Design RFQ Evaluation	Read and evaluate all RFQ responses. Work with Client to develop approach to evaluation including scoresheet if appropriate. Prepare comparative matrices with data. Coordinate with Client during shortlist process. (Assuming 5 responses for evaluation).
25	Designer Selection RFP Process (Assumes GMP Delivery Method) - Drafting RFP & Attachments	Draft/review RFP for Designer selections; Meet with Client representatives and provide suggestions/recommendations. Refine and finalize RFP including creation of exhibits. Implement RFP.
26	Designer Selection RFP Process (Assumes GMP Delivery Method) - Drafting Agreement	Modify the Design Agreement or develop a contract format that is complementary with the GMP Delivery Method and project RFP. Review with Legal.
27	Manage RFP process	Coordinate site visit. To avoid continuous calls, receive all questions and compile them into comprehensive list. Draft responses and/or coordinate with the Client for response. Distribute to all firms.
28	Design RFP Evaluation	Read and evaluate all RFP responses. Work with Client to develop approach to evaluation including scoresheet if appropriate. Prepare comparative matrices with data.
29	Design Consultant Worksessions (Interviews)	Participate as a non-voting member of the selection committee, to maximize effectiveness in contract negotiations.

Item	Activities	Responsibilities
30	Contract Negotiations	Participate in negotiations of contract terms and prepare Final Agreement for execution. We have assumed a total of 24 hours for this activity. <i>As this effort is difficult to determine, this work shall be tracked separately and billed at actual time spent. (2)</i>
C - Program/Space Planning Verification		
31	Programming/Space Planning Coordination/Meetings	Participate in regular coordination meetings, tracking documentation, follow-up and overall interface for the development of the details for the project.
32	Client Internal Meetings with Key Decision-makers and Committees	Prepare for and attend meetings with the Client and key personnel to discuss key project decisions and direction. Document results of such meetings.
B - Contractor Selection / Negotiations		
33	Client Coordination	Participate in coordination meetings and follow-up coordination to assure that the selection process meets the Clients goals and expectations at every phase.
34	Contractor Selection (Assumes GMP Delivery Method) - RFQ Process	Develop / review the RFQ for contractor selection. Meet with Client and provide suggestions/recommendations. Solicit Contractor interest, create long list of Contractors, implement RFQ.
35	Manage the RFQ process	To avoid continuous calls, receive all questions and compile them into comprehensive list. Draft responses and/or coordinate with the Client for response. Distribute to all firms.
36	Contractor RFQ Evaluation	Read and evaluate all RFQ responses. Work with Client to develop approach to evaluation including scoresheet if appropriate. Prepare comparative matrices with data. Coordinate with Client during shortlist process. (Assuming 5 responses for evaluation).
37	Contractor Selection RFP Process (Assumes GMP Delivery Method) - Drafting RFP & Attachments	Draft/review RFP for Contractor selection; Meet with Client representatives and provide suggestions/recommendations. Refine and finalize RFP including creation of exhibits. Implement RFP.
38	Contractor Selection RFP Process (Assumes GMP Delivery Method) - Drafting Agreement	Modify the Contractor Agreement or develop a contract format that is complementary with the GMP Delivery Method and project RFP. Review with Legal.
39	Manage RFP process	Coordinate site visit. To avoid continuous calls, receive all questions and compile them into comprehensive list. Draft responses and/or coordinate with the Client/Design Team for response. Distribute to all firms.
40	Contractor RFP Evaluation	Read and evaluate all RFP responses. Work with Client to develop approach to evaluation including scoresheet if appropriate. Prepare comparative matrices for all proposal exhibits in an easy to evaluate report. (Assuming 5 proposals for evaluation).
41	Contractor Worksessions (Interviews)	Participate as a non-voting member of the selection committee, to maximize effectiveness in contract negotiations, interviews and follow-up coordination.
42	Contract Negotiations	Participate in negotiations of contract terms and prepare Final Agreement for execution. We have assumed a total of 16 hours for this activity. <i>As this effort is difficult to determine, this work shall be tracked and billed at actual time spent. (2)</i>
D - Preconstruction Meetings & Coordination		
43	Design Document Reviews	Review the design documents at each design phase including: Programming/Concept Design, Schematic Design, Design Development and Construction Documents for compliance and clarity of the Client's goals and expectations. Coordinate page-flip reviews with Client as necessary.
44	Budget and Schedule Updates	Review the various updates of budgets and schedules at each design phase.
45	Pre-construction/Design Coordination Meetings w/ Architect and Contractor	Participate in regular coordination meetings, tracking documentation, follow-up and overall interface for the development of the details for the project with the Design Team and Contractor Team.
46	Client Internal Meetings with Key Decision-makers and Committees	Prepare for and attend Open Issues Log (OIL) meetings with the Client and key personnel to discuss key project decisions and direction. Document results of such meetings.
47	Client External Meetings with Developer	Prepare for and attend meetings with the Client and Developer through early design phases on the Project (SD and DD level design).
48	VE, scope revisions, subcontractor selection, release authorizations etc.	Work with the project team to evaluate the program, details and constructability to assure the most cost effective and timely approaches to planning, design and construction. Update/confirm the overall project budget at these key milestone points.
49	Finalization of the Final Guaranteed Maximum Price	Work with the Client and Contractor to finalize the Final Guaranteed Maximum Price, including review of cost summary and bids, review and finalization of clarifications, appropriate supporting documentation and drafting/finalizing the amendment to the Contract.
E - Other Vendor Procurement		
55	Power and Gas	Coordinate project requirements with Power and Gas Company to coordinate services to the project. Coordination with Client, engineers and utility company through execution of a final service agreement.

Item	Activities	Responsibilities
56	Commissioning	Work with Client and project team to develop an approach to commissioning. Issue RFPs, vendor selection and contract negotiation. Coordination of commissioning peer review of drawings.
57	Hardware, Security & Electronics	Work with Client to identify security and access control requirements and to develop approach to vendor selection. Coordination as required between vendors and design team to make sure any infrastructure requirements related to construction are incorporated into the design. Implement vendor selection process.
59	Typical Fixtures, Furnishings & Equipment	Assist Client and designers in developing the approach to procurement of Furniture, Fixtures and Equipment.
60	Soils Investigation and Testing & Inspection	Issue RFP's, vendor selection and contract negotiation.
61	Environmental	Assist the Environmental Consultant/Engineer with the procurement of abatement/remediation firm(s) for required remediation. Assist these firms with coordinating and executing a materials management management plan as required.

Phase 3: Construction Services Including Project Closeout (estimated duration of 18 months)

Item	Activities	Responsibilities
F - Cost / Schedule / Quality Control		
108	Cost Control Management	Establish Cost Control Procedures to be used by Team for the Project. Identify Accounting Process.
109	Schedule Control Management	Establish Schedule Control Procedures to be used by Team for the Project.
G - Construction Phase		
112	Construction Supervision / Quality Assurance - Quality Control	Project oversight. Work closely with the contractor and designers and participate in regular project meetings / review construction status on-site.
113	Client Internal Meetings with Key Decision-makers	Prepare for and attend meetings with the Client and key personnel to discuss key project decisions and direction. Document results of such meetings (Open Issues Log).
114	Owner / Architect-Engineer / Contractor Coordination Meetings	Participate in regular O/A/C meetings, coordination, tracking documentation, and overall coordination of the details for the project.
115	Client External Meetings with Developer	Participate in monthly meetings with the Client and Developer as needed to coordinate aspects of the project and progress with the rest of the development.
116	Change Orders	Review, negotiate, track and manage Change Requests and Owner Change Orders.
117	Financial Tracking	Monthly Financial Tracking via the Budget Tracking Log and Contract Tracking Logs. Manage Client's Contingency on a monthly basis.
118	Schedule Tracking	Monthly Schedule Tracking.
119	Monthly Draws	Review GC Pencil copy and other Client invoices. Suggest revisions and review final monthly pay requests.
120	Monthly Progress Report	Provide a monthly progress report (City Council Report) for the Client.
121	Contractor Lien Tracking	Track Contractor's monthly lien waivers.
122	Follow-up Correspondence	Read and follow-up on correspondence, documentation, questions, and issues throughout the project.
125	Final Turnover and Close-Out	Final Close-out of Project Documentation. Includes participation in punchlist walkthrough for purposes of coordination.
H - Other Vendors Construction		
126	Phone / Fiber	Work with phone company representatives and Contractor to coordinate service to site.
127	Cable TV / Satellite	Work with cable company representatives and Contractor to coordinate services to the site.
128	Low Voltage (Cabling)	Coordinate with Client, vendors and Contractor on installation of low voltage cabling.
129	Power and Gas	Coordinate with Client, Contractor and Power/Gas entities to install services to site.
130	Commissioning	Coordinate with Client, Contractor and vendor for commissioning process during and after construction.
131	Security & Electronics	Coordinate with Client, Contractor and vendors for installation of security and access control systems onsite.
132	Network/Technology	Assist Client in coordination of installation of network and technology equipment and systems onsite.
133	Audio Visual	Coordinate with Client, Contractor and integrators for installation of A/V and Public Address systems including equipment and infrastructure onsite.
134	Typical Fixtures, Furnishings & Equipment	Assist Client and vendors with coordination of tracking, delivery and installation of FF&E, including coordination with Contractor.

Item	Activities	Responsibilities
135	Testing & Inspection	Coordinate with design team and Contractor on results of Testing & Inspection reports.
137	Move Management	Work with the Client's Staff to develop the Move Management plan. Coordinate with move vendor. Assumes Client will manage process on day of the move. (This can be provided as additional services if requested).
138	Signage & Graphics Coordination	Coordinate with Client, Contractor and vendors for installation of signage and graphics onsite.

Proposal Notes:

- 1 Proposal assumes that services shall begin in **December of 2020**.
- 2 Contract negotiations, if required, are estimated at reasonable number of hours. As this effort is difficult to determine, this work shall be tracked separately and billed at actual time spent outside of this proposal.
- 3 As outside utilities and municipalities/AHJs are outside the control of the Client's Representative and Client, these costs are difficult to determine. This work is noted at reasonable time for such tasks, however, will be tracked separately and billed at actual time spent outside of this proposal.

Consultant Initial: _____ Client Initial: _____



CITY OF NORTHGLENN - CIVIC CENTER MASTER PLAN PHASE 2
Northglenn, CO

CUMMING MANAGEMENT GROUP, INC.
Addendum #01 - Exhibit A - Additional Scope of Services
12/4/2020

By Project Phase	Total Fee
Phase 1: Initial Project Planning/Budget/Schedule	\$ 15,631
Phase 2: Preconstruction Services - Team Selection, Program, Design and Permitting	\$ 152,628
Phase 3: Construction Services Including Project Closeout	\$ 162,212
Total (30 Months Assumed)	\$ 330,471
Total Avg. Monthly Rate (30 Months Assumed)	\$ 11,016

“EXHIBIT A”
of the First Addendum to the Consulting Agreement Between
CUMMING MANAGEMENT GROUP, INC. AND CITY OF NORTHGLENN
Civic Center Master Plan – Phase 2

1. FEE SCHEDULE:

a. The billing rates for Services provided for the Project by Consultant are as follows:

PROJECT MANAGEMENT

DISCIPLINE	HOURLY RATE
Vice President	\$230.00
Managing Director / Project Director / Senior Director	\$188.00
Senior Scheduler	\$200.00
Senior Project Manager / Associate Director	\$178.00
Project Manager	\$150.00
Scheduler	\$178.00
Project Engineer / Assistant Project Manager	\$125.00
Project Coordinator / Intern	\$105.00
Administration	\$65.00

COST MANAGEMENT

DISCIPLINE	HOURLY RATE
Vice President	\$230.00
Managing Director / Director / Regional Director	\$188.00
Associate Director	\$180.00
Senior Cost Manager	\$178.00
Cost Manager	\$165.00
Assistant Cost Manager / Estimating Technician / Intern	\$118.00

CONTRACTS AND RISK MANAGEMENT/DISPUTE AVOIDANCE

DISCIPLINE	HOURLY RATE
Vice President / Director	\$285.00
Senior Consultant / Associate Director	\$188.00
Contracts Manager	\$178.00
Consultant	\$190.00
Coordinator / Document Control	\$165.00

- b. Billing rates will be applied to time spent working directly on the Project and will include travel time to and from meetings and/or Project jobsite.
- c. Consultant retains the right to reasonably increase these billing rates and expenses annually at the beginning of each year. Client agrees to not withhold its approval of such reasonable increases.

Consultant Initial: YCP Client Initial: _____

2. SCOPE OF SERVICES:

The Scope of Services will be outlined in Exhibit A, Scope of Services and Fee.

3. REIMBURSABLE EXPENSES:

- a. Subconsultants and Reimbursable Expenses provided through the Consultant shall be actual costs plus a mark-up of five percent (5%).
- b. Included in Consultant's fee structure are standard overhead costs and supplies. Client will compensate Consultant for reimbursable expenses required beyond standard overhead costs and supply expenses, which are considered standard for these consulting services. The following are considered examples of expenses beyond our standard scope:
 - 1. Out-of-region travel, beyond a 50 mile radius of Consultant's office.
 - 2. Excessive copies of lengthy reports, memos, drawings, and/or correspondence.
 - 3. Excessive office supplies, postage or long distance charges.
 - 4. Project specific requirements not typically included in Consultant's regular tools for services. Such items may include, but are not limited to, software, hardware, and equipment not currently being used by Consultant, or manuals, books or standards required by specific municipalities or outside agencies involved with a specific project.
 - 5. Any direct and specific expenses required to provide services.

4. TAXES:

Consultant is responsible to pay all applicable taxes as related to this Agreement. Payment of each invoice is considered full payment for services rendered and Client is not liable for any taxes, dues, etc. beyond the amount invoiced.

Consultant Initial: VCP Client Initial: _____
Date: 12/7/2020 Date: _____

-End of "Exhibit A"-