# PUBLIC WORKS MEMORANDUM #14-2022

**DATE:** April 11, 2022

**TO:** Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager

FROM: Kent Kisselman PE, Director of Public Works

**SUBJECT:** CR-73 – Bridge Rail Upgrade Engineering Services

#### **PURPOSE**

To consider CR-73, a resolution approving a contract with Collins Engineers, Inc. for engineering services for the Bridge Rail Upgrade project.

# **BACKGROUND**

The City received the 2020 Bridge Inspection Report from CDOT showing several of its bridges in need of rail upgrades to meet current CDOT/American Association of State Highway and Transportation Officials standards. These upgrades are identified as high-priority maintenance activities on the inspection report. The bridges requiring rail upgrades include:

Acoma Culvert: 11064 Acoma Street

Malley Bridge: 322-326 Malley Drive

• Claude Culvert: 12000-12022 Claude Court (by the Maintenance & Operations Building)

• 112th Bridge: 124 E. 112th Place

Staff received a proposal from Collins Engineers to address the deficiencies identified in the report. Collins Engineers is the current consultant contracted through CDOT to inspect structures statewide over a two-year period. They have the staff and expertise to provide a superior product as it relates to roadway structures. As part of this contract, Collins Engineers would design the bridge rails and provide construction documents along with an engineer's estimate. The City would then issue an Invitation for Bid for a contractor to complete the work in 2023.

# **BUDGET/TIME IMPLICATIONS**

Funds in the amount of \$400,000 were budgeted for bridge rail replacement.

	Amount
CIP Fund	\$400,000
Collins Engineers, Inc.	(\$87,300)
Contingency (10%)	(\$8,730)
Budget Remaining	\$303,970

# STAFF RECOMMENDATION

Attached is CR-73, a resolution that, if approved, would authorize the Mayor to execute a contract between the City and Collins Engineers, Inc. for engineering services for the Bridge Rail Upgrade project in an amount not to exceed \$87,300, and authorizes the City Manager, on behalf of the City, to approve minor changes in scope of services and execute relevant change orders up to the approved expenditure limit of \$96,030. Staff recommends approval of CR-73.

CR-73 – Northglenn Bridge Rail Upgrade Engineering Services April 11, 2022 Page 2 of 2

# **STAFF REFERENCE**

If Council members have any questions, please contact Kent Kisselman, Director of Public Works, at kkisselman@northglenn.org or 303.450.4005.

CR-73 – Northglenn Bridge Rail Upgrade Engineering Services Northglenn Bridge Rail Upgrade Engineering Services contract

SPONSORED BY: MAYOR LEIGHTY		
COUNCIL MEMBER'S RESOLUTION	RESOLUTON NO.	
No. <u>CR-73</u> Series of 2022		
Series of 2022	Series of 2022	
A RESOLUTION APPROVING A PROFESTHE CITY OF NORTHGLENN AND COLSERVICES FOR THE BRIDGE RAIL UPGE	LLINS ENGINEERS, INC. FOR E	
BE IT RESOLVED BY THE CITY COLORADO, THAT:	COUNCIL OF THE CITY OF N	ORTHGLENN,
Section 1. The Professional Servi Collins Engineers, Inc., attached hereto, in the contingency of \$8,730.00 for a total amount in the Bridge Rail Upgrade Project is hereby appron behalf of the City of Northglenn.	he amount of \$87,300.00 with a ten ot to exceed \$96,030.00 for enginee	n percent (10%) ring services for
DATED, at Northglenn, Colorado, this	day of	, 2022.
	MEREDITH LEIGHTY Mayor	
ATTEST:		
JOHANNA SMALL, CMC City Clerk		
APPROVED AS TO FORM:		
COREY Y. HOFFMANN City Attorney		

#### AGREEMENT FOR PROFESSIONAL SERVICES

	THIS A	GREEMEN	NT is made an	d entered	d into this	da	y of		, 20	L.,
by and	l betweer	the City	of Northglenn,	State of	Colorado	(hereinafter	referred to	as the "Ci	ty") and (	Collins
Engine	ers Inc.	(hereinafte	er referred to a	as "Consu	ultant").				• •	

# 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 services to perform the services required for the complete 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 in accordance with the Standard of Care.

# 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. The Consultant may rely upon any information provided to it by the City. 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 ("Instruments of Service"). Nevertheless, the products prepared under this Agreement shall become the property of the City following payment to the Consultant and upon completion of the work. The City or other for whom it is legally liable shall not modify the Consultant's Instruments of Service without the written consent of the Consultant.

# IV. <u>COMPENSATION</u>

- A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed eight-seven thousand three hundred (\$87,300). 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.

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- 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 both parties. 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 represents 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.

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- 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 all in accordance with the Standard of Care. 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 Care, and indemnify the City for construction costs caused by negligent errors and omissions which fail to comply with the Standard of Care.
- 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. WORKER WITHOUT AUTHORIZATION

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 a worker without authorization 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:

- Knowingly employ or contract with a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 worker without authorization 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 a worker without authorization 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. <u>INDEMNIFICATION</u>

- 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, 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. 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

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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. <u>INSURANCE</u>

- 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 reasonably acceptable to the City. All coverages shall be continuously maintained to cover 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: Kathy Kvasnicka 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 with proprietary insurer information redacted.
- 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

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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 or the Consultant 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: Collins Engineers Inc.

455 Sherman Street, Suite 160

Denver, CO 80203

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

# CITY OF NORTHGLENN, COLORADO

	By:	,	
ATTEST:		Meredith Leighty Print Name	
Johanna Small, CMC Date		Mayor Title	 Date
City Clerk			Date
APPROVED AS TO FORM:			
Corey Y. Hoffmann Date City Attorney			
	Ву:	CONSULTANT:	uls_
ATTEST:		BRYAINT WA	JEPS, KE
By: Bulm Cussman		SENIOR VP	3/28/22
Print Name		Title	Date
Admin Assh 3/28/2022			

Date

Title



February 10, 2022

Bridge Rail Replacement Design Northglenn, CO

Ms. Kiran Bhusal Civil Engineer I City of Northglenn. 12301 Claude Court Northglenn, CO 80241

Dear Ms. Bhusal:

Collins Engineers, Inc. (Collins) is pleased to present this proposal to the City of Northglenn to provide professional engineering services for the Bridge Rail Replacement Project in Northglenn, Colorado.

#### **Proposal Basis**

The following documents serve as the basis for this proposal:

- Atkins City of Northglenn Bridge Rail Project Rehabilitation Report dated 7/9/2021
- Email Correspondence from Nathan Haasis dated 12/13/2021
- Phone Conversation with Kiran Bhusal on 1/11/2022

# Scope of Work

It is Collins understanding that the City of Northglenn would like to enhance the bridge railings at four structures listed below within the jurisdiction. Available inspection reports have indicated that the bridge railings and approach railings at these structures do not meet current AASHTO standards and currently report as non-compliant.

- Acoma Culvert, Structure ID: NGLN-AC-0.8-104
- E. 112<sup>th</sup> Bridge, Structure ID: NGLN-HI-0.0-112
- Malley Bridge, Structure ID: NGLN-MA-0.3-112
- Claude Culvert, Structure ID: NGLN-CL-0.4-120

It is Collins understanding that the bridge rail & approach rail improvements planned for these structures are intended to bring the bridge rail systems up to date to comply with current American Association of State Highway and Transportation Officials (AASHTO) and Colorado Department of Transportation (CDOT) standards. The proposed bridge rail replacements will be a designed to be compliant with all applicable standards. Collins will perform and provide stamped structural engineering calculations to verify the capacity of the structure for the improved rails and will provide stamped construction drawings detailing the extents of the demolitions and the proposed improvements.

The City of Northglenn has indicated that there are no record drawings for these four structures. Collins will utilize a sub-contracted detailed survey of each structure and will utilize minimum design standards for all structural elements based on the time of initial construction. Any structural components encountered in the field that conflict with our design assumptions shall halt construction and the Engineer of Record (EOR) should be contacted for further direction.



Ms. Kiran Bhusal February 10, 2022 Page 2

#### **Submittals**

Collins submittals are anticipated to consist of the following for each of the (4) Structures indicated above:

- Detailed Survey Exhibit
- 90% Construction Documents
- Final Construction Documents
- Structural Calculation Package
- Engineer's Opinion of Probable Cost

All work will be performed under the direct supervision of and sealed by a Licensed Professional Engineer in the State of Colorado. An electronic copy of each submittal in PDF format will be submitted at the completion of the 90% and Final phases.

#### Schedule & Fee

Upon receiving an executed Professional Services Agreement, Collins will begin work on each task based on a mutually agreed upon schedule. Invoices will be submitted on a monthly basis, and payment is due within 30 calendar days of the invoice date.

Collins proposes to perform the work described above on a Time & Materials basis in accordance with the attached Table of Rates (Attachment A), with a maximum estimated cost not-to-exceed of **Eighty-Seven Thousand Three Hundred Dollars (\$87,300)**. A break-down of the maximum estimated cost is as follows:

- Task 1 90% Construction Documents \$49,000
- Task 2 Final Construction Documents \$7,800
- Task 3 QA/QC \$12,400
- Task 4 Oversight & Management \$6,100
- Task 5 Sub-consultant: Survey & Utility Locates \$12,000

#### Assumptions & Services Not Included

The maximum estimated cost is based on the following assumptions. If any of these assumptions are found to be incorrect, a cost adjustment may be necessary.

- There are no identified existing or as-built drawings for these structures. Collins will assume minimum design standards for all structural elements based on the time of initial construction. Any structural components encountered in the field that conflict with the design assumptions shall halt construction and the (EOR) should be contacted for further direction.
- The existing structures are structurally sufficient. There are no discovered structural deficiencies that will reduce the assumed capacity of the structures.
- Rehabilitation designs are with respect to the guard rails only which will require reconstruction of sidewalks and headwalls where applicable.
- Collins will be granted uninhibited access to the project site, coordinated with the City of Northglenn.



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Collins' scope of work does not include the following:

- Inspection of the structures. In-depth inspection of each structure is outside of the scope of the project fees listed.
- Rehabilitation of structure elements unrelated to the demolition or installation of bridge rails and approach rails such as bridge decks, concrete girders, floor slabs, approach slabs, and/or wingwalls where applicable.

If you have any questions regarding this proposal, please do not hesitate to contact Elisabeth Stump at 312.236.7195 or estump@collinsengr.com. We appreciate the opportunity to offer our services to the City of Northglenn and look forward to working with you on this project.

Respectfully Submitted,

COLLINS ENGINEERS, INC.

Bryant Walters, P.E. Senior Vice President



# APPENDIX A TABLE OF RATES



# **Engineering Services Table of Rates**

(Effective 01/01/2022)

		Overtime
Classification	Rate / Hour	Rate / Hour
Principal Engineer (E8)	\$342.00	\$342.00
Principal Engineer (E7)	\$320.00	\$320.00
Senior Engineer (E6)	\$268.00	\$268.00
Senior Engineer (E5)	\$235.00	\$235.00
Engineer (E4)	\$193.00	\$193.00
Engineer (E3)	\$168.00	\$168.00
Junior Engineer (E2)	\$144.00	\$144.00
Junior Engineer (E1)	\$116.00	\$116.00
Senior Engineering Technician, Designer (T3)	\$149.00	\$186.25
Senior CAD Technician (D3)	\$137.00	\$171.25
Technician (T2)	\$105.00	\$131.25
CAD Technician (D2)	\$108.00	\$135.00
Junior Technician (T1)	\$69.00	\$86.25
Junior CAD Technician (D1)	\$80.00	\$100.00
Project Administrator	\$125.00	\$125.00
Project Planner	\$137.00	\$171.25
Clerical (C2)	\$89.00	\$111.25
Clerical (C1)	\$74.00	\$92.50
		Overtime
Underwater Investigation	Rate / Day	
		Rate / Day
Diver - All Classifications (Additional Labor Cost Per Day at divin	g site	
in diving or standby capacity.)	\$150.00	\$150.00
Rope Access Investigation	Rate / Day	Rate / Day
Rope Access Technician - All Classifications		
(Additional Labor Cost Per Day at site	\$150.00	\$150.00
where Rope Access Techniques are us	ed.)	<b>,</b> 100100
Expenses will be billed as follows:		
Travel, Lodging, and Subsistence	Actual Cost	
Printing and Reproduction	Actual Cost	
Long Distance Telephone and Shipping	Actual Cost	
Equipment Rental	Actual Cost	
Expendable Supplies	Actual Cost	
Individual Diving Equipment	\$40.00 per day	
15-19 ft. Boat, Motor, and Trailer	\$110.00 per day	
20-21 ft. Boat, Motor, and Trailer	\$150.00 per day	
22-25 ft. Boat, Motor, and Trailer	\$190.00 per day	
	er mile plus tolls	
the two states of the first and the state of	•	

Testimony and Preparation for Testimony before Courts, Commissions, etc.

Officer-Principal Engineer

At Above Standard Rates

All Other Classifications

Payment is due within thirty days after submission of invoices.

# PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH A WORKER WITHOUT AUTHORIZATION

FROM: Collins Engineers, Inc. (Prospective Contractor)
TO: City of Northglenn 11701 Community Center Drive Northglenn, Colorado 80233-8061
Project Name City of Northglan Bridge Rail Project
Bid Number Project No. <u>PR- 003/13. 22</u>
As a prospective Contractor 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 a worker without authorization 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, 20, 20
Prospective Contractor Collins Engineers, Inc.  By: Anne Harney

To be completed if contractor is providing services and has employees.

Revised 02/24/14