

**PARKS, RECREATION & CULTURE MEMORANDUM
#10-2021**

DATE: April 11, 2022

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*

FROM: Amanda J. Peterson, Director of Parks, Recreation & Culture *ajp*
Eric Ensey, Senior Planner
Nathan Haasis, PE, Senior Engineer

SUBJECT: CR-74 – Professional Services Agreement Addendum #3 with Cumming Management Group

PURPOSE

To consider CR-74, a resolution approving Addendum #3 to the contract with Cumming Management Group (CMGI) for the Northglenn Civic Center (NGCC) Master Plan Phase I project.

BACKGROUND

In 2018, 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 Northglenn 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 \$881,980. Later, a budget reduction of \$101,345 was approved through a change order, reducing the total to \$780,635.

On Dec. 21, 2020, City Council approved Addendum #1 to the Professional Services Agreement, increasing the total contract value to \$1,111,106. Addendum #1 authorized funding for 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 facility.

On Sept. 27, 2021, City Council approved Addendum #2 to the Professional Services Agreement, increasing the total contract value to \$1,129,126.30. Addendum #2 authorized scope of services exceeding the original contract schedule of 39 months.

UPDATE

In February 2022, CMGI submitted an estimate of \$15,000 to provide support and coordination services through September 2022, the end of the commissioning period. This is to ensure streamlined communication with general contractor FCI and commissioning consultant Group 14 through the commissioning of the heating, ventilation and air conditioning system.

CMGI continues to be a great partner on the Civic Center projects, Phase I and Phase II, and has proven to be an asset to the City throughout the project.

BUDGET/TIME IMPLICATIONS

The contract addendum is for a not-to-exceed amount of \$15,000. This is included in the overall project budget for implementation of Phase I of the NGCC Master Plan. There is no increase to the overall project budget.

STAFF RECOMMENDATION

Attached is CR-74, a resolution that, if approved, would authorize the Mayor to execute Addendum #3 to the contract between the City and Cumming Management Group for Phase I of the Northglenn Civic Center Master Plan project in an amount not to exceed \$15,000. Staff recommends approval of CR-74.

STAFF REFERENCE

If Council members have any questions, please contact Amanda Peterson, Director of Parks, Recreation & Culture, at 303.450.8950 or apeterson@northglenn.org.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-74
Series of 2022

Series of 2022

A RESOLUTION APPROVING ADDENDUM #3 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 1 OF THE CIVIC CENTER MASTER PLAN

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

Section 1. Addendum #3 to the Professional Services Agreement between the City of Northglenn and Cumming Management Group, Inc., attached hereto, in an amount not to exceed \$15,000.00 for program and project management services for the implementation of Phase 1 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 _____, 2022.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

ADDENDUM #3 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS THIRD ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES 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 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 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 the 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. On December 21, 2020 the City and Consultant executed Addendum #1 to increase the scope of services to add Program and Project Management of Phase 2 of the Civic Center Master Plan, increasing the contract amount by \$330,471.
- E. On September 27th, 2021 the City and Consultant executed Addendum #2 to increase the scope of services, increasing the contract amount by \$18,020.30.
- F. The parties desire to supplement the Agreement with this Addendum #3 to allow for an additional scope of services for:

Exhibit A, NGCC Masterplan Phase 1 Implementation Additional Services

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services as needed in the manner provided in the Agreement.

- 1. The Scope of Services in the Agreement is hereby supplemented to include the scope of services for anticipated remaining services through commissioning and warranty period (September 2022) attached hereto as **Exhibit A**, and incorporated herein by this reference (the "Additional Scope of Services"). Consultant shall commence work on the Additional Scope of Services within ten (10) days of the issuance of a Notice to Proceed.
- 2. Subparagraph A. of Article IV entitled "Compensation" is hereby amended to provide as follows:
 - A. Compensation shall not exceed \$15,000 for the work described in **Exhibit A** to this Addendum #3.
- 3. The original Agreement is in full force and effect and is hereby ratified by the City and the Consultant. The original agreement, Addendum #1, Addendum #2 and this Addendum #3 constitute all of the agreements between the City and the Consultant.

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

CITY OF NORTHGLENN, COLORADO

By: _____

Meredith Leighty

Print Name

Mayor

Title

Date

ATTEST:

Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONSULTANT

By: *Keith Probst*

VICE PRESIDENT

Title

2/21/2012

Date

ATTEST:

Title

Date

Cumming Management Group (CMGI) Additional Services Proposal

The current CMGI contract scope and fee did not account for the current, on-going warranty and commissioning services scopes on the project.

Original Contract:	\$881,980.00
Change Order #01:	(\$101,345.00)
<u>Change Order #02:</u>	<u>\$18,020.30</u>
Current Contract:	\$798,655.30

Anticipated remaining services through commissioning and warranty period (September 2022):

1-month remaining closeout:	\$ 5,000
<u>9 months of warranty/commissioning:</u>	<u>\$10,000</u>
Total Additional Services Request:	\$15,000

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, KEISTEN PYLE, am an owner/member/shareholder of CUMMINS MANAGEMENT a CORPORATION [specify type of entity-i.e, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, KEISTEN PYLE, am a United States citizen or legal permanent resident.

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

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

OR

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

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.


Signature

2/22/2022
Date

To be completed if the contractor is sole person performing services, with no employees.

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

FROM: CUMMING MANAGEMENT GROUP, INC.
(Prospective Contractor)

TO: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Project Name CIVIC CENTER MASTER PLAN

Bid Number _____ Project No. _____

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 21st day of FEBRUARY, 2022

Prospective Contractor CUMMING MANAGEMENT GROUP, INC.

By: [Signature]

Title: VICE PRESIDENT

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

DEPARTMENT PROGRAM AFFIDAVIT

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

I, KEISTEN PYLE, 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.

[Signature]
Contractor Signature

2/21/2022
Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20___, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

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