

**Parks, Recreation and Cultural Services
Memorandum #11-2011**

DATE: August 11, 2011

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: William A. Simmons, City Manager *WAS*
Amanda J. Peterson, Director of Parks, Recreation & Cultural Services *ajp*

SUBJECT: CR- 76 Recreation Center HVAC and Roof Design

RECOMMENDATION:

Staff recommends approval of the proposed Resolution. 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 Beaudin Ganze Consulting Engineers, Inc., for the Recreation Center HVAC and roof design in the amount of \$77,440.00;
- 2) Authorize \$7,744.00 as a contingency and authorize the City Manager, on behalf of the City, to approve minor changes in the scope of work and execute relevant change orders up to the approved expenditure limit of \$85,184.00.

BACKGROUND: As identified previously, the roof and HVAC system at the Recreation Center are in need of replacement. The total budget for the design and construction of this project is \$1,700,000. Funds were appropriated in the Conservation Trust Fund and the Capital Projects Fund for this project through 2011 budget appropriations and CB-1753. The proposed contract is just for design and engineering services. Construction will be bid separately and at a later date.

A formal Request for Proposals was issued for this project. There were two proposals submitted for this project. Boudin Ganze was determined to be the most suitable bidder. Proposals were evaluated for content, ability to meet the specifications outlined in the RFP and the qualifications of the team. City staff contacted the submitted references and determined the Contractor's past performance on similar projects meets the City's standards. A copy of the bid tab is attached.

BUDGET/TIME IMPLICATIONS: Funding in the amount of \$1,700,000 is available for this project is available in the Conservation Trust Fund and the Capital Projects Fund, as appropriated through 2011 budget appropriations, acceptance of the \$500,000 grant from Adams County Open Space and CB-1753. Design and engineering services were budgeted at \$204,000.00.

STAFF REFERENCE: Please contact Amanda Peterson at apeterson@northglenn.org or by phone at 303.450.8727 for any further questions.



**CITY OF NORTHGLENN
FORMAL BID SUMMARY**

BID NUMBER RFP 2011-31

Page 1

**BID NAME Northglenn Recreation Center Roof and HVAC Replacement
and Design**

DEPARTMENT: Parks

Beaudin Ganze
consulting
Engineers, Inc.

Inspectrum
Engineering,
Inc.

DATE DUE 7/21/2011

TIME: 2:00 PM

**BID RECEIVED:
DATE: 7/20/11
TIME: 2:15pm**

**BID RECEIVED:
DATE: 7/21/11
TIME: 12:29pm**

**BID RECEIVED:
DATE:
TIME:**

**BID RECEIVED:
DATE:
TIME:**

**BID RECEIVED:
DATE:
TIME:**

**All proposals will be evaluated for content, meeting
specifications, design and team information. Decision
on award will be announced after the completion of
this process**

Kathleen Kuzmala
Buyer

Crystal Mossick
City Clerk Deputy

7/21/2011
Date

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-76
Series of 2011

Series of 2011

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND BEAUDIN GANZE CONSULTING ENGINEERS, INC. FOR THE RECREATION CENTER HVAC AND ROOF DESIGN PROJECT

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

Section 1. The City Council hereby approves the Professional Services Agreement between the City of Northglenn and Beaudin Ganze Consulting Engineers, Inc., attached hereto, for the Northglenn Recreation Center HVAC and Roof Design Project (the "Project"), in the amount of \$77,440.00 with a ten percent (10%) contingency of \$7,744.00 for a total amount not to exceed \$85,184.00.

DATED, at Northglenn, Colorado, this _____ day of _____, 2011.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Beaudin Ganze Consulting Engineers, 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 Seventy seven thousand four hundred forty dollars (\$77,440.00). 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 meruit 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

Consultant agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant agrees to investigate, handle, respond to, and to 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 also agrees to 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 officers, or its employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

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. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$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: Marti Robards
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 one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 *et seq.*, Colo. Rev. Stat., 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 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 and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal conflicting provisions in the Agreement establishing any monetary obligation beyond the current fiscal year.

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: Beaudin Ganze Consulting Engineers, Inc.
1626 Cole Blvd., #300, Building 7
Lakewood, CO 80401

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

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing Date

Mayor
Title

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: _____

TYLER SEALS
Print Name

VICE PRESIDENT 8/5/11
Title Date

ATTEST:

By: _____
TIA L. NORD

TIA L. NORD
Print Name

LTA DESIGNER 8/5/11
Title Date

City's Contract # _____

Name of City's Project Manager
Joliette Woodson

SCOPE OF WORK - PROJECT UNDERSTANDING

Our team Scope of Work is listed as per the RFP with a few additions/ modifications to address our understanding of the project.

A. Assess the facility to determine the appropriate equipment and sizing of the HVAC system as well as the condition of the existing roof. We anticipate two (2) site visits/meetings to perform this assessment and review as well as meet with the Owner to review project goals and expectations. The areas of focus are listed below but are not limited to the following:

1. Roof Replacement/Upgrade

- a. Review the existing leaks and evaluate extent of damage. Provide recommendation as to how best to address with the roof replacement.
- b. Evaluate methods to eliminate all/most of the flat roof sections based on Owner feedback and review.
- c. Provide a seamless metal roof with deck insulation in accordance with the existing structure and building envelop.
- d. Develop a screen/roof design that addresses providing cover over the new and existing to remain units to shield from weather while still allowing access and appropriate ventilation air for the HVAC equipment. Methods of how best to accomplish this will be reviewed with the owner for concurrence and acceptance.

2. HVAC Replacement and Controls Upgrade

- a. Evaluate the existing DDC control head end to determine capacity for expansion to accommodate new units and the appropriate controls points required.
- b. Review with the Owner the conversion of pneumatic to DDC controls for existing equipment (including new HVAC units).
- c. Evaluate and understand the existing rooftop unit(s) use and capacity requirements and perform calculations as to the spaces served to develop recommendations for the most efficient way to heat and cool the facility. See Complementary Services below for Pre-Balance Assessment of the existing HVAC units.
- d. Evaluate the use of destratification fans as well as the use of central controls for the betterment of the facility and its operation.
- e. Review recommendations with the Owner and make necessary adjustments as to new rooftop units, refurbish and upgrade of units (if feasible), or capacity changes based on these findings to confirm the Owner is agreeable to moving forward.

B. Develop 50% and 100% Construction Documents for the project per the City of Northglenn design standards. these documents will be based on our findings and recommendations in the initial efforts completed.

C. Develop a Cost Estimate(s) based on two drawing deliverables; 50% and 90% Construction Documents. Additional pricing review of the Contractor bids will be done as well.

D. Assistance during bidding and construction phases as follows:

1. Bidding

- a. Facilitate pre-bid meeting.
- b. Respond to technical questions and prepare addendums.
- c. Update construction documents based on building department comments

2. Construction Administration

- a. Review shop drawings and submittals
- b. Respond to RFIs.
- c. Review and process change orders.
- d. Perform ten (10) site visits and/or meetings including one (1) final punch (per Discipline) and provide follow-up reports/minutes.
- e. Produce record drawings based on contractor mark-ups to the construction documents.

COMPLEMENTARY SERVICES

Our team also can also provide the following services to enhance the project's success and assist the owner with their new system from the start.

A. Pre-Balance Assessment:

1. We believe that when dealing with an existing system, it is important to understand the current operational characteristics of the equipment so proper evaluation and decisions can be made. As stated in the Pre-Proposal meeting, the Owner is not expecting a "like for like" replacement of the HVAC units and a thorough evaluation of the system must be done.
2. Performing a pre-balance of the system will give us and the Owner more information from which to make decisions and we anticipate it could translate into cost savings once the data is reviewed.

B. Commissioning of the HVAC Units and Controls Upgrade:

1. In any project, verification that the new equipment is being operated and controlled at the design conditions is vital to the Owner. With this service, we intend to have construction observations of the new HVAC and Controls replacement for general compliance with the construction documents, specifications and design intent. This will be followed by witnessed functional testing of the systems for proper operation.
2. An Issues Log will be maintained throughout the construction process and all issues discovered during the commissioning process will be documented and followed through as appropriate to reasonable resolution. We will prepare a commissioning report including documentation that training and operations and maintenance manuals were provided by the subcontractors in compliance with project requirements.
3. We will also assist with limited Owner training as required to help the Owner work through questions, concerns and or long-term operational items for the new HVAC rooftop units and Controls upgrade.

FEE PROPOSAL

Northglenn Recreation Center Roof and HVAC Replacement

Project No. 2011 RFP-31

Northglenn, Colorado



Description	Mechanical/ Electrical BGCE	Architectural Short & Brennen	Structural Monroe & Newell	Cost Estimating ABG	Commissioning BGCE	Anticipated Hours Breakdown	Total	Comments
Base Package								
Schematic Design	7,300	4,730	1,190			130	13,220	(2) Site Visits/Meetings
Construction Documents	20,800	9,640	3,910	4,400		370	38,750	(1) Site Visit/Meeting
Bidding & Negotiation	4,600	500	340	1,500		70	6,940	(1) Meeting
Contract Administration	11,175	3,520	1,360			160	16,055	(9) Progress Site Visits/Meetings (1) Punchlist Site Visit (per Discipline)
Subtotal Design Fees	43,875	18,390	6,800	5,900		730	74,965	
Reimbursable Expenses								
Reproduction & Printing Costs	700	100	100	100			1,000	
Postage, Shipping & Technology Costs	250	100	100	75			525	
Travel Costs (time, mileage, etc.)	350	100	100	50			600	
Reimbursable Contingency	200	50	50	50			350	
Subtotal Reimbursable Expenses	1,500	350	350	275			2,475	
Total Base & Reimbursable Expenses	45,375	18,740	7,150	6,175			77,440	
Complementary Services								
Pre-Balance of existing Rooftop Units						100	10,500	Perform pre-balance of system only. Final balancing is not included in this service.
New HVAC Unit Commissioning					12,000	100	12,000	Perform pre-functional testing and system check-out for the new HVAC equipment to confirm operation and controls are set appropriately.
Subtotal Add Alternates					12,000	200	22,500	

**SECTION 006290 - PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING
EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: Beaudin Ganze Consulting Engineers
(Prospective Consultant)

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

Project Name NORTHGLENN RECREATION CENTER ROOF AND HVAC REPLACEMENT
Bid Number _____ Project No. 2011 RFP-31

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 20 day of July, 2011.

Prospective Consultant Beaudin Ganze Consulting Engineers

By: Tyler Seals, PE, CEM, LEED AP

Title: Principal

Finance Dept Use Only	
Initials	_____
Date	_____
PO #	_____

AFFIDAVIT

1. Check and complete one:

_____, 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, _____, am an owner/member/shareholder of _____, a _____ [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, Tyler Seals, 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 consultant's citizenship/lawful presence and identity.

OR

I am otherwise lawfully present in the United States pursuant to federal law. Consultant must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Signature Date

Finance Dept Use Only	
Initials _____	_____
Date _____	_____
PO # _____	_____