

**PARKS, RECREATION & CULTURE MEMORANDUM  
#28-2023**

**DATE:** Nov. 27, 2023

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

**THROUGH:** Heather Geyer, City Manager *hmg*  
Jason Loveland, Interim Deputy City Manager *AL2*

**FROM:** Amanda J. Peterson, Director of Parks, Recreation & Culture *ajp*  
Jesse Mestrovic, Parks & Recreation Project Manager

**SUBJECT:** CR-152 – E.B. Rains, Jr. Memorial Park Renovation Design Contract Addendum #1

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**PURPOSE**

To consider CR-152, a resolution approving an addendum to the contract with RDG Planning & Design (RDG) in the amount of \$281,472 for construction design of the E.B. Rains, Jr. Memorial Park Renovation Project.

**BACKGROUND**

The project includes the design of five elements:

1. Interior renovation of the existing restroom
2. Installation of ADA compliant pedestrian access trail on the east side of the park
3. Renovations to the seat wall on the east side of the park with landscaping elements, benches, and hardscape
4. Addition of concrete curb and pavement near the skatepark in an unimproved area
5. Construction of a new parks and events storage facility with public restrooms in lieu of space currently utilized at the existing City Hall

A Request for Proposals (RFP) was published on Aug. 4, 2022. At that time, RDG submitted a response to the RFP and was selected to complete the conceptual design phase of the project based on experience, project approach, and cost. References were favorable. The City entered into an initial contract with RDG in the amount of \$15,600 for the conceptual design phase (Attachment 1), with the intention of issuing an addendum to the contract for the full design once the conceptual design phase was complete.

**UPDATE**

RDG has completed the conceptual design phase. This included initial concepts, cost control measures, and concept revisions identified in the concept design scope of work. The conceptual design was developed with input from staff and the Parks and Recreation Advisory Board, taking into consideration budget and previous Council feedback. The Board approved the conceptual design as presented at its meeting on Sept. 14, 2023. RDG then submitted a full-service design proposal based on the selected conceptual design (Attachment 2).

This contract addendum is for the construction design phase of the project. This includes design development, completion of construction documents, cost estimates, plan and permit review, development of construction bid documents, and contract administration. Contingency funds of \$18,528 are being requested with the approval of Addendum #1 for any minor changes to the scope of work that may be necessary for the project.

**BUDGET/TIME IMPLICATIONS**

The design process is scheduled to be complete by March 2024 which allows for project construction to be bid in April.

Funding in the amount of \$2,815,000 is available for this project. This includes \$750,000 from the Capital Projects Fund (Adams County Open Space funds), \$715,000 from the Capital Projects Fund, and an Adams County Open Space Grant in the amount of \$1,350,000.

<b>Funding Source</b>	<b>Amount</b>
Adams County Open Space Grant	\$1,350,000
Capital Projects Fund (ADCOO)	\$750,000
Capital Projects Fund	\$715,000
<b>Total Available Funding</b>	<b>\$2,815,000</b>
Phase I – conceptual design	(\$15,600)
Land/property survey	(\$10,290)
Phase II – construction design	(\$281,472)
<b>Total Remaining for Construction</b>	<b>\$2,507,638</b>

**STAFF RECOMMENDATION**

Attached is CR-152, a resolution that, if approved, would authorize the Mayor to execute Addendum #1 to the contract between the City and RDG Planning & Design, Inc. for the design phase of the E.B. Rains, Jr. Memorial Park Renovation Project in an amount not to exceed \$281,472 and authorizes the City Manager to approve minor changes in scope and execute relevant change orders up to the approved expenditure limit of \$300,000. Staff recommends approval of CR-152.

**STAFF REFERENCE**

If Council Members have any questions, please contact Amanda Peterson, Director of Parks, Recreation & Culture, at [apeterson@northglenn.org](mailto:apeterson@northglenn.org) or 303.450.8950.

**ATTACHMENTS**

1. RDG Conceptual Design Contract
2. RDG Construction Design Proposal

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of January 2023, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and RDG Planning & Design, 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 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 in **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. The City releases the Consultant from all claims and causes of action arising from using the instruments of services without retaining the Consultant's services.

**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 Fifteen thousand six hundred dollars (\$15,600). 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 represents 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. INDEMNIFICATION**

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall 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), Consultant'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 Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to defend, indemnify and hold harmless the City may be determined only after Consultant'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).

### **IX. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements

imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn  
Attn: 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.

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.

**X. 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.

**XI. 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 City fails to perform in accordance with the terms of this Agreement, Consultant may terminate upon not less than seven days advance written notice. 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.

**XII. 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.

**XIII. 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.

**XIV. 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.

**XV. 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.

**XVI. 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.

**XVII. 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.

**XVIII. 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:

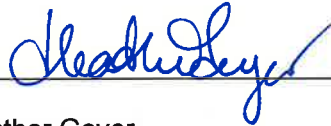
The City:      City of Northglenn  
                    11701 Community Center Drive  
                    Northglenn, Colorado 80233-8061

Consultant:    RDG Planning & Design, Inc.  
                    3461 Ringsby Ct, Suite 250  
                    Denver, CO 80216



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

**CITY OF NORTHGLENN, COLORADO**

By: 

Heather Geyer  
Print Name

City Manager 1.28.23  
Title Date

ATTEST:

 01/30/2023  
Johanna Small, CMC Date  
City Clerk

APPROVED AS TO FORM:

 1/30/2023  
Corey Y. Hoffmann Date  
City Attorney


**CONSULTANT:**

By: 

Scott Crawford, PLA, ASLA, LEED AP  
Print Name

Principal 01/17/2023  
Title Date

ATTEST:

By:   
Daniel Matoba, AIA  
Print Name

Project Manager 01/25/2023  
Title Date

## SCOPE OF SERVICES

### **Phase 1 – Planning Services / Concept Design**

#### **i. Kick Off Meeting: Project Management and Scope Confirmation**

The design team is interested in the stakeholder's priorities first. These priorities could be design or construction schedule, material selection, construction sequencing, total project budget or adherence to a long-term vision for E.B. Rains. We feel it is important to gain consensus and record the project's vision so we may test decisions against that vision in the future. RDG suggests this Kick Off include an on-site walk-through. At this session we can provide an overall design schedule, confirm meeting dates & times and discuss appropriate timing for PRAB and Council presentations.

**ii. Work Period:** RDG will create a record of the discussion from the Kick Off meeting for distribution.

a. We will evaluate the existing data and drawings that are available to identify existing site conditions including access, views, adjacencies, underground utilities, topography and drainage.

b. We will verify our cost density data for projects of similar size and scope to preliminarily test the project vision to the total project budget.

c. We will meet with the City's internal departments (Building, Fire, Public Works, and Planning) to discuss applicable regulations that may be applied to the project.

d. We will develop up to three sketch concepts illustrating a variety of ideas that meet the project's vision.

#### **iii. Meeting No. 1: Project Findings and Initial Concepts**

The design team will present findings from the existing data/drawings, cost density, and agencies. The findings from this research will inform the sketch concepts presented at this meeting.

**iv. Work Period:** RDG will create a record of the discussion from Meeting No. 1 for distribution.

#### **v. Meeting No. 2: Concept Revisions**

The design team will present updated concepts based on feedback from Meeting No. 1 and prepare for the PRAB presentation.

#### **vi. Parks & Recreation Advisory Board Presentation: Concept Options**

Alongside the Parks and Recreation Department members, the design team will present the two most desirable concepts, project schedule and budget for input from PRAB. The goal for these presentations is to build consensus around one primary option.

**vii. Work Period:** RDG will update the primary option based on Parks Department and PRAB input. In this work period, we will work with the local construction community to fine tune a preliminary opinion of cost.

#### **viii. Meeting No. 3: Final Concepts**

The team will present the final Phase 1 concept site and building plans, elevations, sections and renderings along with the preliminary opinion of cost.

**ix. Work Period:** Make any updates to the concept site and building plans based on feedback from Meeting No. 3. Prepare final Phase 1 concept design package and preliminary opinion of cost.

#### **x. City Council: Present the Final Phase 1 Concept Design Package**

#### **xi. Parks & Recreation Advisory Board Presentation: Present the Final Phase 1 Concept Design Package**

#### **Phase 1 Deliverables : Concept Design Drawing Package & Preliminary Opinion of Cost**

## EXHIBIT E – AMOUNT OF COMPENSATION

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RDG Planning & Design, Inc.  
(Vendor Name)

The proposal shall be a **Guaranteed Maximum Price** including a breakout of tasks. Hereby submits to the City of Northglenn, Colorado the following bid items, complete and in place, as specified for the:

E.B. Rains Jr. Memorial Park Renovation Project - RFP 2022-024

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Item	Description	Total Cost
A	Phase 1 Planning Services – concept plans & final plans (restroom renovation & complete restroom replacement)	\$15,600

Cost are to include all cost for material, markup, overhead and general expenses

TOTAL FOR ALL ITEMS \$15,600

TOTAL IN WORDS Fifteen thousand and six-hundred dollars

## **PARKS, RECREATION & CULTURAL SERVICES MEMORANDUM**

**DATE:** January 19, 2023  
**TO:** Heather Geyer, City Manager  
**THROUGH:** Amanda J. Peterson, Director of Parks, Recreation & Culture  
**FROM:** Jesse Mestrovic, Parks, Recreation & Culture Project Manager  
**SUBJECT:** E.B. Rains Jr. Memorial Park Renovation Project, Contract #2023-033 Award

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### **PURPOSE**

Staff is requesting City Manager approval of a PSA Consultant Contract with RDG Planning & Design the amount of \$15,600.00 to complete a conceptual design for the E.B. Rains Jr. Memorial Park Renovation Project.

### **BACKGROUND**

This project includes the development of a conceptual plan and preliminary design for the improvements at E.B. Rains Jr. Memorial Park. These improvements include four primary components:

1. Renovation or replacement of the existing restroom facility
2. Addition of a new parks & events storage facility, with public restrooms
3. Replacement of the existing switchback trail and seating wall on the east side of the park
4. Addition of hardscape seating adjacent to the skatepark

### **UPDATE**

A Request for Proposal (RFP) process was initiated for E.B. Rains Jr. Memorial Park Renovation Project, Phase I - Planning Services, on July 8, 2022, with a due date of August 4, 2022. Northglenn received three responses, staff rated proposals with a scoring matrix, and interviewed the top candidate. Staff unanimously selected RDG based on the proposal, interview and references.

This was the only proposal that recommended that the design work be split into two phases, as to be able to accurately price the final design. This is particularly important because of the variables associated with the restroom (replace vs. renovate) and the storage facility (size, features).

Once the conceptual design phase is complete, we will have two options – issue an addendum to RDG for the remainder of the work or go out to bid for the final design. If RDG's work is of high quality, and their pricing comparable to initial bids, it will likely be appropriate to move forward with the addendum. Based on anticipated cost, this addendum will need to be brought forward for Council authorization.

### **STAFF RECOMMENDATION**

Staff recommends approval of the proposed contract for the City of Northglenn's E.B. Rains Jr. Memorial Park Renovation Project, Phase I - Planning Services, Contract Award.

### **BUDGET/TIME IMPLICATIONS**

RDG, Inc. will begin the planning services phase immediately upon approval of the PSA Consultant Contract.

The total project budget for concept, design and construction is \$2.7 million; this includes \$1.35 million in grant funding from Adams County Open Space. The cost to complete the conceptual design phase is \$15,600.00.

# E.B. RAINS JR. MEMORIAL PARK

## RENOVATION PROJECT FULL SERVICE PROPOSAL

### RESTROOM, MAINTENANCE BUILDING & SITE IMPROVEMENTS PROPOSAL

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CITY OF NORTHGLENN, COLORADO

10.06.2023





RDG Planning & Design  
3461 Ringsby Ct, Suite 250  
Denver, CO 80216

**City of Northglenn E.B. Rains  
Jr. Memorial Park**

**Restroom, Maintenance  
Building & Site Improvements  
Proposal**

October 9, 2023

Jesse Mestrovic  
Parks & Recreation Project Manager  
11701 Community Center Drive  
Northglenn, CO 80233

RDG has been working with the City of Northglenn for the concept and budgeting of four projects within E.B. Rains Jr. Memorial Park. The following describes the proposed scope of work and team to continue the project through full service design and administration of the construction contract.

- Project A: West Restroom Interior Renovations
- Project B: East Pedestrian Ramp & Multi-Use Path Seat Wall Replacement
- Project C: Skate Park Planter Hardscape
- Project D: New Maintenance Building & Restrooms

The design team is proposed to be:

- RDG: Architecture & Landscape Architecture
- Martin / Martin: Civil & Structural Engineering
- AE Design: Electrical & Lighting
- Ballard Group: Mechanical & Plumbing
- Cumming Group: Cost Estimating

The City of Northglenn will contract and coordinate the following consultants:

- Geotechnical Engineer: Terracon
- Survey : Martin / Martin

Thank you for the continued opportunity to serve your community.

# SCOPE DESCRIPTION

All four projects within the park are intended to be part of a single drawing package.

The design schedule will start after council approval of this design proposal and will be a continuation of the RDG's existing agreement [Tentatively: November 1, 2023].

The design process will occur in two phases. The first phase is intended to formalize the conceptual design, define building materials, structural systems, mechanical systems, preliminary grading, preliminary landscape design, and basic electrical/lighting design. The intent of the first phase is to work with the City to define and document the design for client approval and a cost estimate.

We have assumed the first phase will be approximately Schematic Design + 25% Design Development and will include one cost estimate at the end. If any budgetary driven modifications to the design are required, they will be accomplished at the beginning of the second design phase.

The second design phase will be the completion of Design Development / Construction Documents to prepare documents ready for plan review by the City of Northglenn.

## GENERAL

- This project will be procured through a Design/Bid/Build method. The City of Northglenn will administer the bid notification, selection and agreement process.
- The project schedule is generally anticipated as follows:
  - ◆ Design Phase 1: November 2023 thru January 2024
  - ◆ Design Phase 2: January 2024 thru March 2024
  - ◆ Bidding & Permit Review: April 2024
  - ◆ Construction: May 2024 thru September 2024
- Client meetings will be limited to:
  - ◆ Phase 1 SD/DD: three for architecture/landscape architecture, one for

lighting, two for civil

- ◆ Phase 2 DD/CD: two for architecture/landscape architecture, one for civil
- ◆ Contract Administration
- The following codes are currently adopted by the City of Northglenn:
  - ◆ 2021 International Building Code
  - ◆ 2021 International Residential Code
  - ◆ 2021 International Existing Building Code
  - ◆ 2021 International Fire Code
  - ◆ 2021 International Mechanical Code
  - ◆ 2021 International Plumbing Code
  - ◆ 2021 International Fuel Gas Code
  - ◆ 2021 International Energy Conservation Code
  - ◆ 2020 National Electrical Code
  - ◆ ANSI A117.1-2009 Accessible and Usable Buildings and Facilities
- The design of the modifications and additions for the irrigation systems, pertaining to this scope will be prepared as a performance specification, ready for a design-build contractor to complete the final design.
- Contract administration will be limited to clarification of the design documents, one review of each submittal, review & respond to RFI's, six on-site visits, six zoom calls, and two punch list walks.
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SD / DD	DD / CD	BN	CA	TOTAL
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# CONSULTANT FIRM PROFILES



MECHANICAL +  
PLUMBING ENGINEER

The Ballard Group, Inc. was founded in 1978 to provide exceptional mechanical engineering services with specific emphasis on designing heating, ventilation, air conditioning, plumbing, fire protection, and medical gas systems.

Our philosophy is to provide sound, innovative engineering services that are tailored to the needs of the client. We strive to recruit and cultivate forward-thinking engineers who collaborate and take advantage of our collective experience to deliver industry innovations through energy-efficient, cost-effective, and maintenance conscious mechanical systems.

The Ballard Group has over 40 years of experience in designing specialty buildings such as hospitals, schools, libraries, and recreation centers in addition to residential, industrial, and office buildings. We have created engineering solutions for new builds, renovations, and replacement of individual HVAC or plumbing systems. Our collective knowledge provides our engineers a vast array of experience in all realms of construction giving them the ability to select the best system that fits each clients' particular set of needs.

The Ballard Group's reputation is built on the foundation of exceptional experience, knowledge, and innovation while maintaining exemplary communication with our clients. Our consistency and performance have established long-lasting relationships with a multitude of local and national firms who continue to employ us as their preferred engineering partner. We have earned the trust and respect of our clients by providing sound engineering with highly personal and timely service.

The Ballard Group's has experience working with government and municipalities along the Front Range and across the U.S. We have designed government offices, police stations, emergency services joint training facilities, and fire stations. We pride ourselves on our ability to remain agile to the needs of each space and within the budget of each municipality.



STRUCTURAL +  
CIVIL ENGINEER

Martin/Martin, Inc. is a full-service civil and structural engineering firm supported by survey, investigative engineering, and construction management. We have extensive experience in the design and master planning of regional, neighborhood, and community parks and open space areas, many of which address nature centers, playgrounds, picnic areas, swimming pools, trails, roadway access and parking, sports fields, recreation areas, and stormwater management concerns. Through decades of partnerships with municipal clients, our engineers are familiar with developing plans and designs that effectively combine the values of cities and counties with the needs and expectations of varying stakeholder groups.

## CITY OF NORTHGLENN PROJECT EXPERIENCE

Martin/Martin has completed many projects in Northglenn, including:

- City of Northglenn Civic Center Campus and Community Center Drive Master Plan
- City of Northglenn City Hall
- City of Northglenn Recreation Center
- City of Northglenn Civic Center Utility Feasibility Study
- City of Northglenn Civic Center ALTA Survey
- City of Northglenn 120th Avenue Turn Lane Improvements
- City of Northglenn Justice Center Metal Panel Support
- Colorado Department of Transportation West 104th Avenue and I-25 Monuments



# CONSULTANT FIRM PROFILES



LIGHTING DESIGNER +  
ELECTRICAL ENGINEER

## WHO WE ARE & WHAT WE DO

AE Design is a Denver-based award-winning design firm with a national reach, elevating and energizing the spaces of our lives through integrated, thoughtful, and high-end design. The firm offers end-to-end services including electrical engineering design, lighting design, A/V design, technology services, and commissioning. AE Design provides innovative solutions while prioritizing a holistic approach to ensure we seamlessly fuse engineering with architecture and synchronize lighting, technology, and electrical throughout the space. AE Design achieves exceptional results through proactive collaboration, focus on responsible design, and a people-centric culture grounded in innovative expertise and high-touch service.

## OUR SERVICES

- + Lighting Design
- + Audio/Visual Design
- + Commissioning
- + Electrical Engineering
- + Technology Services
- + Theater Systems

## PARKS & RECREATION DESIGN

Over the last 19 years, AE Design has worked on many community parks and recreation projects, from sport-specific parks and memorial gardens, to playgrounds and fleet facilities. These projects respect the unique needs of their communities, including planning for energy savings and ease of upkeep. Many of these involved consideration for neighborhood architectural styles, implementation of sustainable systems, and integrated lighting, electrical, and technology systems.

With our experience in designing at every scale and working closely with the City of Northglenn, we come to the table ready to listen, with solutions that will uphold the design intent and support project goals and budgetary parameters. We believe we are the right partner to help serve your community with smart, efficient, and resilient design.



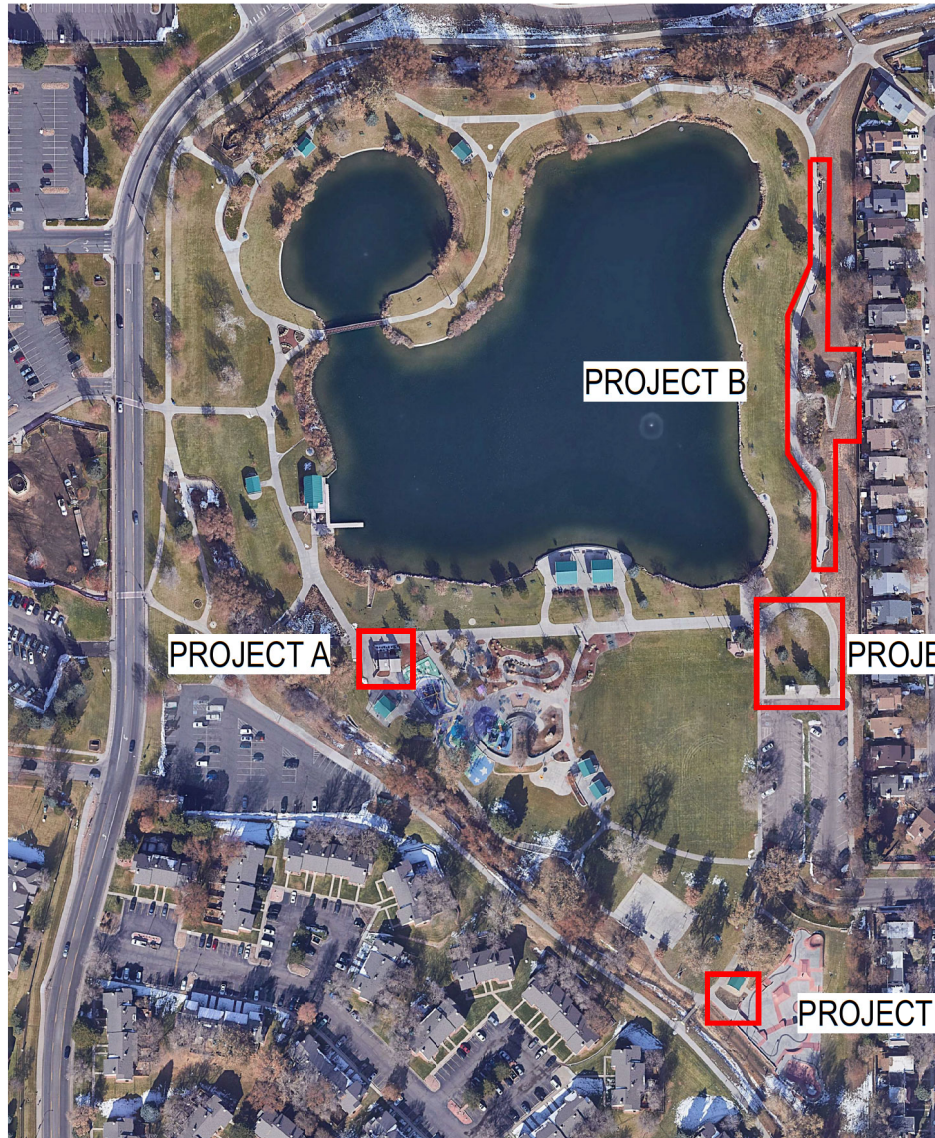
COST ESTIMATOR

Cumming Management Group, Inc. (Cumming) is a privately held corporation founded in 1996. Cumming is a leader in providing project consulting services to the A/E/C industry. Cumming has more than 1,950 team members within 50+ office locations, which provide services to clients around the world. For this project, Cumming will serve as cost consultant. Cumming's cost group is one of the largest providers of cost estimating and management services in the U.S., including a skilled team of in-house MEP cost specialists. Cumming works on more than 400 estimates each month, delivering unparalleled experience in this discipline. Core cost management services include budgeting, milestone cost estimating, value analysis, cost validation, peer review, and change order evaluation.

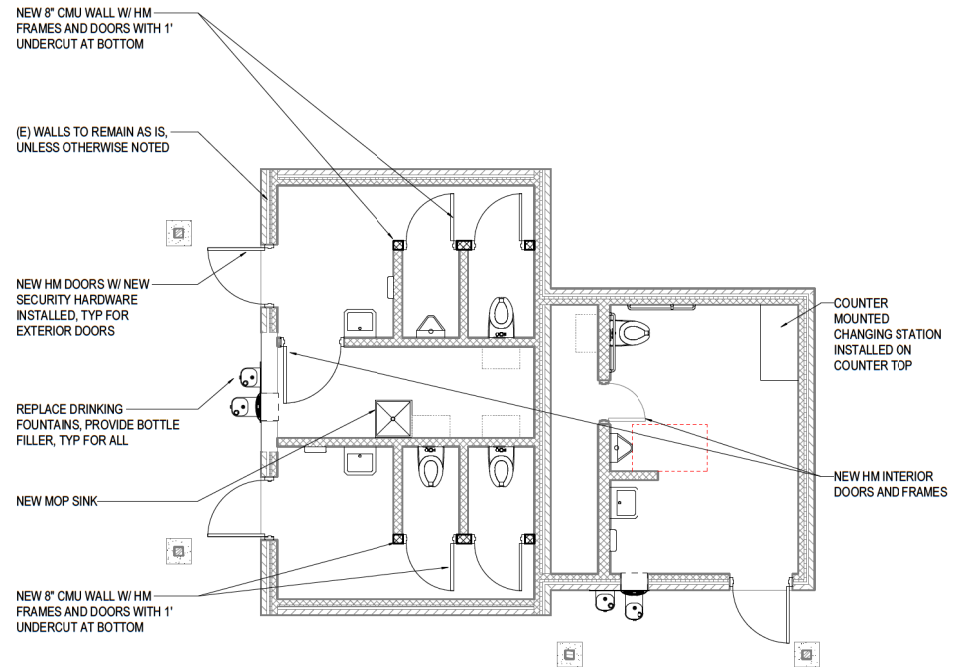
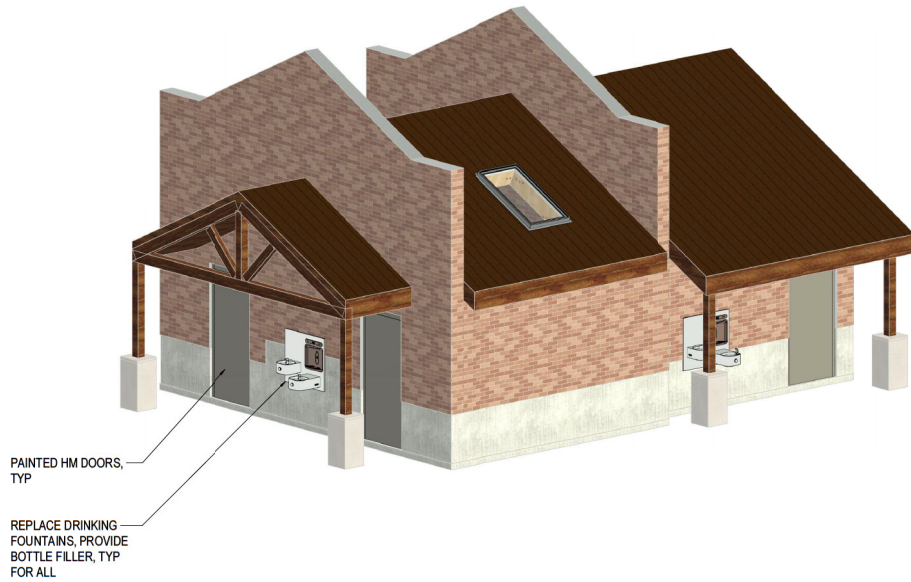
Cumming is a local firm with over 20 years of experience in Colorado. Cumming has close ties to the local market, and therefore are well informed of current market conditions and how they affect cost. Cumming also employs mechanical and electrical estimators who have former contracting experience. This strength makes our estimates more accurate and relevant to the unique requirements of each project. Cumming maintains a real-time, crew-based cost database that reflects the current project marketplace.

Cumming has completed more than 2,100 projects for city-, county-, and state-operated facilities. These projects have involved parks, city halls, civic centers, police/fire facilities, libraries, offices, community centers, animal shelters, transit centers, operations and maintenance facilities, and public works, among others.





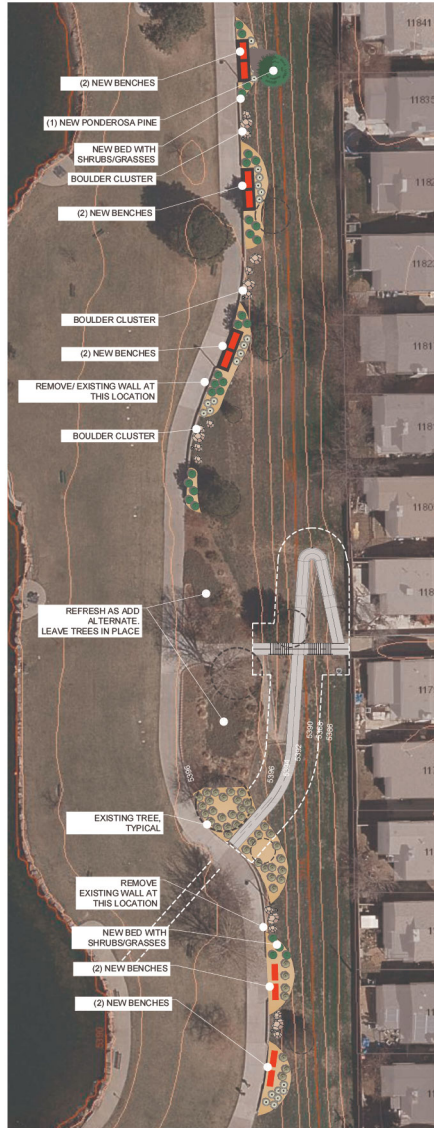
- PROJECT A - EXISTING REST ROOM RENOVATION
- PROJECT B - STAIR / RAMP AND SEAT WALL RENOVATION
- PROJECT C - SKATEPARK HARDSCAPE
- PROJECT D - NEW MAINTENANCE AND STORAGE BUILDING



- GENERAL NOTES:**
1. ALL PLUMBING FIXTURES AND REST ROOM ACCESSORIES TO BE NEW.
  2. EXISTING ROOF AND SKYLIGHTS TO REMAIN.
  3. EXISTING CONCRETE FLOOR TO REMAIN, REMOVE EXISTING PAINT AND PROVIDE NEW SEAL.
  4. EXPOXY PAINT AT EXISTING AND NEW INTERIOR WALLS.

1 3D - EXISTING BUILDING REMODEL






2 REST ROOM FLOOR PLAN - OPTION A.1  
3/8" = 1'-0"

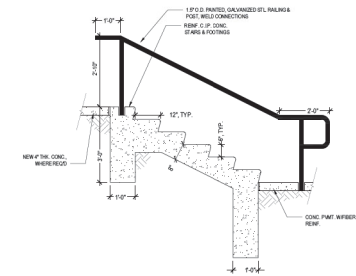


**Summary**

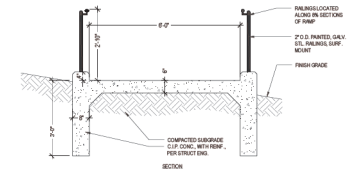
1. REMOVE EXISTING CONC. WALL/REGRADE IMPACTED AREAS
2. REPLACE (5) BENCHES & PROVIDE (5) ADDITIONAL BENCHES WITH CONC. PADS (10 TOTAL NEW BENCHES)
3. INSTALL PLANTING BEDS WITH SHRUBS & GRASSES ALONG DEMO'D WALL LOCATION.
4. PROVIDE BOULDER CLUSTERS
5. PROVIDE (1) PONDEROSA PINE

**LEGEND**

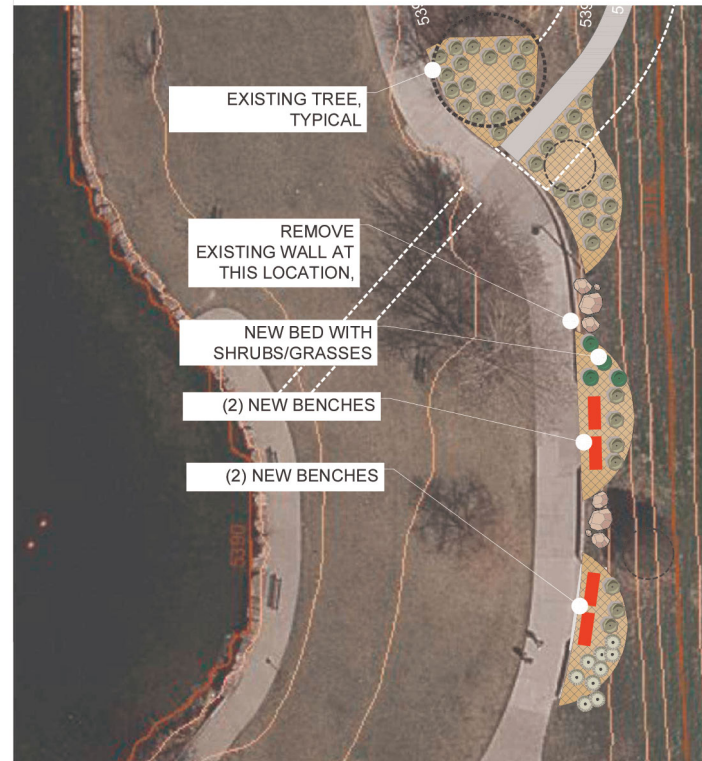
-  (10) NEW BENCHES ON CONCRETE PAD
-  ± 2,000 SF. PLANTING BEDS
-  (5) BOULDER CLUSTERS 4-BOULDERS EA.
-  (1) PONDEROSA PINE
-  EXISTING TREES TO REMAIN



PRELIMINARY STAIR & RAIL DETAIL  
1/2" = 1'-0"



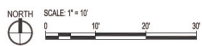
PRELIMINARY RAMP & HANDRAIL DETAIL  
1/2" = 1'-0"







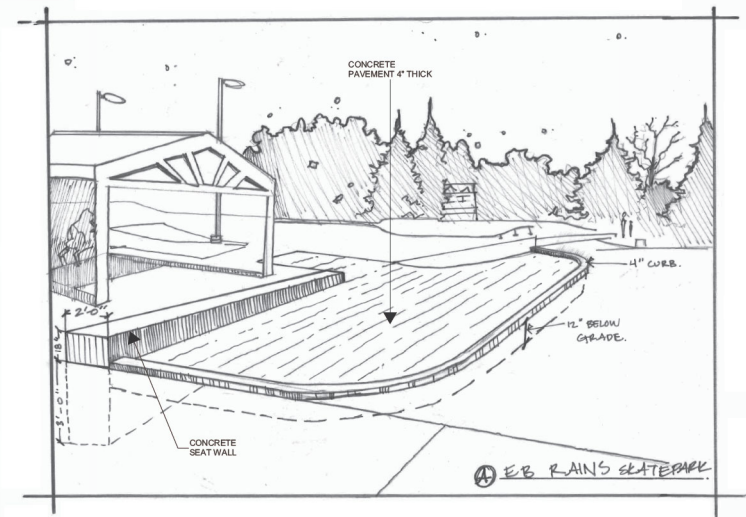
1 LAYOUT OPTION 1  
 1"=10'

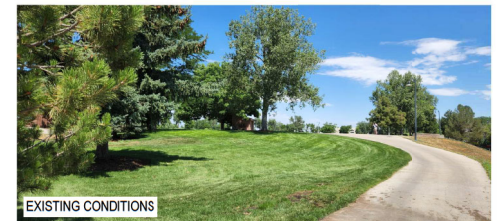


EXISTING CONDITIONS



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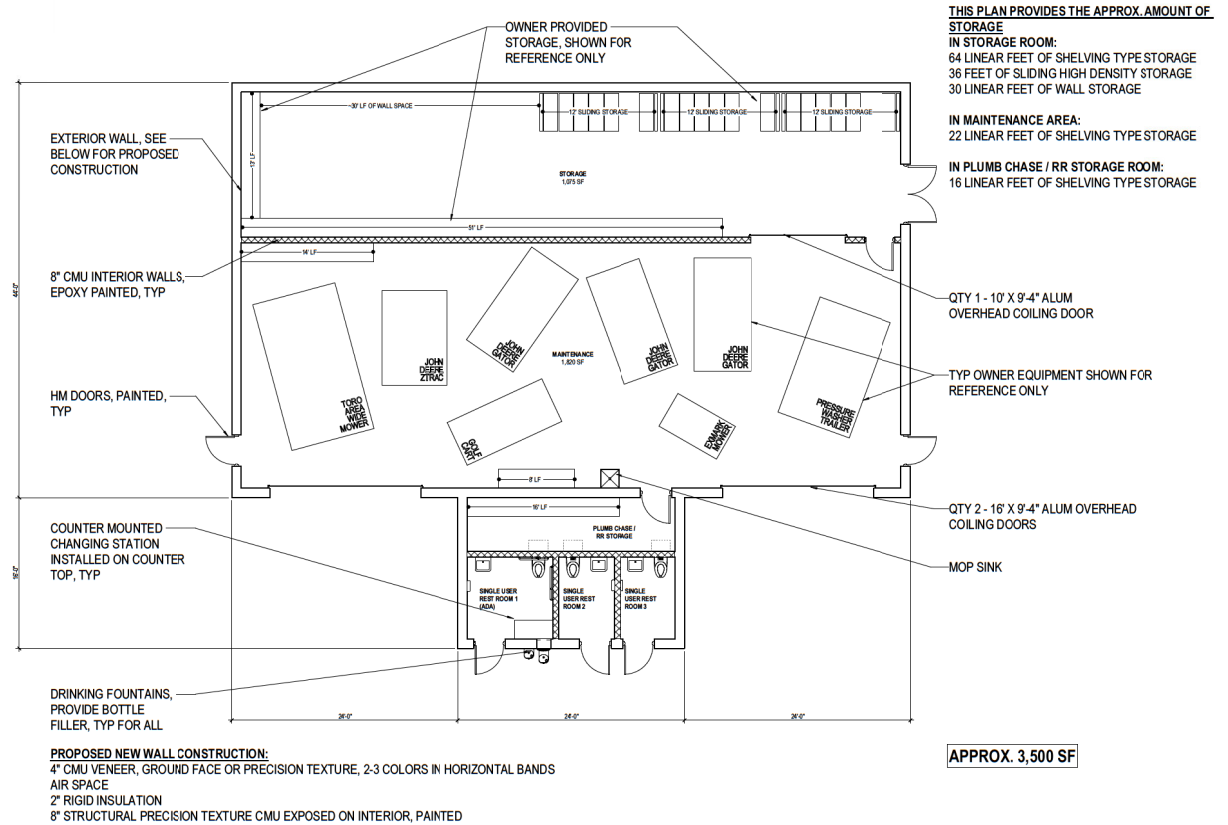


1 1 ARCHITECTURAL SITE PLAN - MAINTENANCE BUILDING  
10' = 1" @

PROJECT D - MAINTENANCE BUILDING SITE PLAN  
 09/14/2023



1 3D - NEW MAINTENANCE / STORAGE BUILDING



1 2 NEW MAINTENANCE / STORAGE BUILDING PLAN



**RDg...**

PLANNING • DESIGN

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-152  
Series of 2023

\_\_\_\_\_  
Series of 2023

A RESOLUTION APPROVING ADDENDUM NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF NORTHGLENN AND RDG PLANNING & DESIGN, INC. FOR DESIGN SERVICES FOR THE E.B. RAINS, JR. MEMORIAL PARK RENOVATION PROJECT

WHEREAS, the City of Northglenn entered into a Professional Services Agreement dated January 28, 2023 with RDG Planning & Design, Inc. for an amount not to exceed \$15,600 for conceptual design services for the E.B. Rains, Jr. Memorial Park Renovation Project; and

WHEREAS, the City desires to supplement the Agreement with an Addendum No. 1 to allow for an additional scope of services to provide complete design services and construction contract administration services for the E.B. Rains, Jr. Memorial Park Renovation Project.

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

Section 1. Addendum No. 1 to the Agreement for Professional Services between the City of Northglenn and RDG Planning & Design, Inc., attached hereto, in the amount of \$281,472.00, with a contingency of \$18,528.00, for a total amount not to exceed \$300,000.00 for design services for the E.B. Rains, Jr. Memorial Park Renovation Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
SHANNON LUKEMAN-HIROMASA  
Mayor Pro Tem

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 \_\_\_\_\_, 20\_\_\_\_\_, by and between the CITY OF NORTHGLENN, State of Colorado (hereinafter referred to as the "City") and RDG Planning & Design, Inc. (hereinafter referred to as "Consultant").

**RECITALS:**

A. On January 28, 2023 the City and Consultant entered into an Agreement for Professional Services for Phase 1 Planning Services – Concept Plan services (the "Agreement") for a contract amount of \$15,600.

**AGREEMENT**

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

1. The Scope of Services in the Agreement is hereby amended to include the scope of services for the full project design and administration of the construction contract attached hereto as **Exhibit A**, and incorporated herein by this reference (the "Additional Scope of Services"). Compensation for the Additional Scope of Services will be for an amount not to exceed two hundred eighty-one thousand four hundred seventy-two dollars (\$281,472) as provided in **Exhibit B**.

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

A. Compensation shall not exceed two hundred ninety-seven thousand seventy-two dollars (\$297,072) for the work performed under the original contract and work authorized by 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 #1 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:  \_\_\_\_\_

Scott Crawford, Principal 11/17/2023

Title

Date

ATTEST:

  
\_\_\_\_\_

Daniel Matoba, Project Manager 11/17/2023

Title

Date

# SCOPE DESCRIPTION

All four projects within the park are intended to be part of a single drawing package.

The design schedule will start after council approval of this design proposal and will be a continuation of the RDG's existing agreement [Tentatively: November 1, 2023].

The design process will occur in two phases. The first phase is intended to formalize the conceptual design, define building materials, structural systems, mechanical systems, preliminary grading, preliminary landscape design, and basic electrical/lighting design. The intent of the first phase is to work with the City to define and document the design for client approval and a cost estimate.

We have assumed the first phase will be approximately Schematic Design + 25% Design Development and will include one cost estimate at the end. If any budgetary driven modifications to the design are required, they will be accomplished at the beginning of the second design phase.

The second design phase will be the completion of Design Development / Construction Documents to prepare documents ready for plan review by the City of Northglenn.

## GENERAL

- This project will be procured through a Design/Bid/Build method. The City of Northglenn will administer the bid notification, selection and agreement process.
- The project schedule is generally anticipated as follows:
  - ◆ Design Phase 1: November 2023 thru January 2024
  - ◆ Design Phase 2: January 2024 thru March 2024
  - ◆ Bidding & Permit Review: April 2024
  - ◆ Construction: May 2024 thru September 2024
- Client meetings will be limited to:
  - ◆ Phase 1 SD/DD: three for architecture/landscape architecture, one for

lighting, two for civil

- ◆ Phase 2 DD/CD: two for architecture/landscape architecture, one for civil
- ◆ Contract Administration
- The following codes are currently adopted by the City of Northglenn:
  - ◆ 2021 International Building Code
  - ◆ 2021 International Residential Code
  - ◆ 2021 International Existing Building Code
  - ◆ 2021 International Fire Code
  - ◆ 2021 International Mechanical Code
  - ◆ 2021 International Plumbing Code
  - ◆ 2021 International Fuel Gas Code
  - ◆ 2021 International Energy Conservation Code
  - ◆ 2020 National Electrical Code
  - ◆ ANSI A117.1-2009 Accessible and Usable Buildings and Facilities
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