



**PUBLIC WORKS DEPARTMENT
MEMORANDUM # 2013 - 34**

DATE: December 9, 2013
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager 
David H. Willett, Director of Public Works 
SUBJECT: CR – 144; Engineering and Design Contract – Vision Land Consultants
CR – 145; Construction Management Services Contract – Vision Land Consultants

BACKGROUND

In 2012, Northglenn City Council approved the Conceptual Plan for the East 112th Avenue Corridor. The purpose of the Conceptual Plan was to address existing traffic related issues along this corridor and to meet future demands associated with the planned 112th Avenue North Metro station and potential transit oriented development.

Seven formal proposals were received by the City on November 1, 2013 as solicited by an RFP titled East 112th Avenue Corridor Engineering Design Services. The solicitation was for Engineering Design Services and Construction Management Services for 4800 feet of the East 112th Avenue corridor between Washington Street and the Union Pacific railroad line. The project involves engineering and design based on the approved Conceptual Plan and traffic study, as well as construction management services for the duration of the project.

CONSULTANT SELECTION PROCESS

The proposals were evaluated by City staff based on the quantitative criteria outlined in the RFP document and the top two firms were invited for interviews. Through this process, Vision Land Consultants, Inc. was identified as the most responsive firm to provide both services to the City.

BUDGET/TIME IMPLICATIONS

Adopted 2014 Budget – Total Project Appropriation = \$4,649,745

Engineering and Design Services Contract (Lump Sum, GMP)	\$189,950.00
Contingency	<u>\$ 00.00</u>
Total Contract and Contingency	\$189,950.00
Construction Management Services Contract	\$121,900.00
Contingency (15%)	<u>\$ 18,285.00</u>
Total Contract and Contingency	\$140,185.00

RECOMMENDATION

Attached to this memorandum are Resolution(s) that, if approved, would:

1. Authorize the Mayor to execute a contract between the City of Northglenn and Vision Land Consultants Inc. for the **East 112th Avenue Corridor Engineering Design Services Contract** in the amount not to exceed **\$189,950.00**;
2. Authorize the Mayor to execute a contract between the city of Northglenn and Vision Land Consultants, Inc. for **East 112th Avenue Corridor Construction Management Services** in the amount of **\$121,900.00**;
3. Authorize the City Manager, on behalf of the City, to approve contingency in the Construction Management Services scope of work and execute relevant change orders up to the approved expenditure limit of **\$18,285.00**.

Staff recommends approval of the proposed Resolutions.

December 9, 2013

E112 Design/Engineering and Construction Management Services

STAFF REFERENCE

Kent Kisselman, P.E., PW Operations Superintendent kkisselman@northglenn.org or 303.450.4005
Laurie Clark, P.E., Civil Engineer II lclark@northglenn.org or 303.450.8835
Gregory Yanker, P.E., Civil Engineer II gyanker@northglenn.org or 303.450.8780

Attachments:

- PSA's – Eng/Design Services, and CM Services
- Bid Summary
- Bid Pricing



CITY OF NORTHGLENN
FORMAL BID SUMMARY

BID NUMBER: RFP -2013-27
 BID NAME: East 112th Avenue Corridor Engineering Design Services
 DEPARTMENT: Public Works

	Vogt Construction Engineering, LLC	Wilson & Company	Vision Land Consultants, Inc.	Drexel, Barrell & Co.	Matrix Design Group, Inc.
	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
DATE DUE: 11/01/2013	DATE: 10/31/13	DATE: 11/01/13	DATE: 11/01/13	DATE: 11/01/13	DATE: 11/01/13
TIME: 2:00 p.m. MST	TIME: 12:49pm	TIME: 10:48am	TIME: 10:55am	TIME: 12:55pm	TIME: 1:00pm
Addendum	Yes	Yes	Yes	Yes	Yes
N/A					

Bery Noh
Finance

Christa Messick
CITY CLERK, Deputy

11/01/2013
DATE



CITY OF NORTHGLENN
FORMAL BID SUMMARY

BID NUMBER: RFP -2013-27
 BID NAME: East 112th Avenue Corridor Engineering Design Services
 DEPARTMENT: Public Works

	JR Engineering, LLC	Ernst Engineering			
	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
DATE DUE: 11/01/2013	DATE: 11/01/13	DATE: 11/01/13	DATE:	DATE:	DATE:
TIME: 2:00 p.m. MST	TIME: 1:23pm	TIME: 1:52pm	TIME:	TIME:	TIME:
Addendum	Yes	Yes			
N/A					

Betty Nohr
Finance

Christa Messick
CITY CLERK, Deputy

11/01/2013
DATE

East 112th Avenue Corridor Engineering Design Services

November 1, 2013

RFP 2013-27

Firm	Vogt	Wilson	Vision Land	Drexel Barrell	Matrix	JR	Ernst
Cost of Engineering Design Services	N/A	\$157,000	\$189,950	\$206,560	\$213,100	\$199,420	N/A
Cost of Construction Management Services	\$298,455	\$200,000	\$121,900	\$80,240	\$150,000	\$193,480	N/A

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-144
Series of 2013

Series of 2013

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND VISION LAND CONSULTANTS, INC. FOR ENGINEERING DESIGN SERVICES FOR THE E. 112TH AVENUE CORRIDOR PROJECT

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

Section 1. The Professional Services Agreement between the City of Northglenn and Vision Land Consultants, Inc., attached hereto, in an amount not to exceed \$189,950.00 for engineering design services for the E. 112th Avenue Corridor 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 _____, 2013.

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 , 20 ,
by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Vision Land
Consultants, 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 One Hundred Eighty-Nine Thousand Nine Hundred Fifty dollars and no cents
(\$189,950.00). 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 merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby 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

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall, to the fullest extent permitted by law, defend, 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. **INDEMNIFICATION – COSTS:** Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and 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 shall, to the fullest extent permitted by law, defend and 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 Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and 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 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: Terrie Pineda
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.

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 of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

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

Consultant: VISION LAND CONSULTANTS, INC.
603 PARK POINT DRIVE # 100
GOLDEN, COLORADO 80401

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

CITY OF NORTHGLENN, COLORADO

By: _____
Date

ATTEST:

Title

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Hoffmann Date
City Attorney

CONSULTANT:

By: [Signature]

ATTEST:

DEREK WILLIAMS
Print Name

By: Teresa Williams

PRESIDENT 12/3/13
Title Date

Teresa Williams
Print Name

CEO 12/3/13
Title Date

Name of City's Project Manager
Laurie Clark, PE

ENGINEERING DESIGN SERVICES (Base Bid)**Proposal Assumptions and Project Understanding**

- All available documents, files and drawings will be provided to Vision Land in a usable format.
- This proposal assumes that the preferred alternative/approved conceptual design as identified in the RFP will not substantially change
- This portion of the proposal is to provide engineering/design services for the 112th Avenue corridor improvements from Washington Street to the RTD Right-of-way.
- This proposal assumes that the drainage channel on the north side of 112th Avenue will remain in its current condition and substantial engineering/design of the channel will not be required.

Scope of Work/Services

Vision Land will provide the services as outlined and required by the Request for Proposals (RFP). In addition, identified below are services that Vision Land will provide, or a clarification of services, to those required by the RFP.

1. Design Survey to include topography, location of existing utilities (horizontally and vertically) and boundary information
2. Project Initiation
 - Review of available FEMA and Urban Drainage studies and reports
 - Review of available RTD Fastracks plans and reports
 - City of Northglenn Comprehensive Plans
 - City of Thornton Comprehensive Plans
3. Project Status Meetings
4. Roadway Design
 - Engineering/design of the replacement of approximately 1800 linear feet of 16" waterline and 1060 linear feet of 12" waterline
 - Preparation of plans, profiles and cross sections
 - Preparation of intersection improvement plans
 - Demolition Plans
 - Necessary Details
 - Landscape Plans, Details, and Specifications (for the buffer between the curb and sidewalk and between the sidewalk and the drainage channel on the north side of 112th Avenue only)
 - Prepare Technical Specifications as Necessary (for all tasks)
5. Pedestrian and Bicycle Facilities Analysis and Design
 - Plans for pedestrian connectivity to comply with the RTD Fastracks North Metro Corridor Plans and Final Environmental Impact Statement (EIS)
6. Traffic Control Analysis and Design
7. Drainage Facilities Design
8. Stormwater Management Plan
9. Construction Bid Assistance
10. Construction Permitting
11. Construction Administration and As-built Documentation

Exclusions to the Scope of Work/Services

- Hydraulic analysis (WaterCAD or similar) of existing or proposed water distribution systems
- Engineering/design of any sanitary sewer improvements
- Electrical engineering or design of any kind
- Flood plain analysis, Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR)
- Engineering or design to modify the existing channel on the north side of 112th Avenue with the exception of modified/extended culverts at intersections
- Payment of review or permit fees

Vision Land will provide engineered plans to the City of Northglenn for review and comment at a 40% level, 90% level and 100% level. This will allow the engineering/design to not proceed too far and down a wrong path without the City of Northglenn review.

Section E – Cost of Services

Vision Land Consultants, Inc. hereby certifies that that the financial details of this proposal will remain valid for 120 days from the date of the Proposal Submission, November 1, 2013.



Derek Williams, Principal-in-Charge

BID SUMMARY

November 1, 2013

Vision Land Consultants, Inc.
(Vendor Name)

Hereby submits to the City of Northglenn, Colorado the following bid items complete and in place as specified for the: East 112th Avenue Corridor Engineering Design Services - RFP 2013-27

BASE BID		
Item	Description	Total Cost
1	ENGINEERING DESIGN SERVICES	\$ 189,950.00

Total for Base Bid \$189,950.00

Total in words: One Hundred Eighty-Nine Thousand Nine Hundred Fifty and no/100 dollars

BID ALTERNATE 1		
Item	Description	Total Cost
2	CONSTRUCTION MANAGEMENT SERVICES	\$ 121,900.00

Total for Bid Alternate 1 \$121,900.00

Total in words: One Hundred Twenty-One Thousand Nine Hundred and no/100 dollars

1. The Cost of Services for the **Engineering Design Services** (Base Bid) portion of the:
East 112th Avenue Corridor Engineering Design Services – RFP 2013-27
is intended to be a lump-sum, Guaranteed Maximum Price. The Cost of Services shall not exceed \$189,950.00 for the Scope of Work/Services provided herein as EXHIBIT A.

2. The **Construction Management Services** (Bid Alternate 1) portion of the **East 112th Avenue Corridor Engineering Design Services – RFP 2013-27** shall be contracted separately and excluded from this Agreement.

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

FROM: Vision LAND CONSULTANTS, INC.
(Prospective Consultant)

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

Project Name _____

Bid Number _____

Project No. _____

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 3rd day of DECEMBER, 2013.

Prospective Consultant Vision LAND CONSULTANTS, INC.

By: [Signature]

Title: PRESIDENT

DEPARTMENT PROGRAM AFFIDAVIT

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

I, Derrek Williams, 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 Town 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.

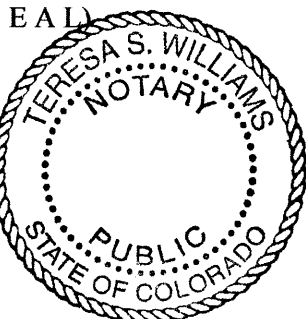
Derrek Williams
Consultant Signature

12/3/13
Date

STATE OF COLORADO)
COUNTY OF Jefferson) ss.)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 3 day of December, 2013, by Derrek Williams as President of Vision Land Consultants

My commission expires: (S) 06/01/2014



My Commission Expires 6/1/2014

Teresa S. Williams
Notary Public