

CIP DESIGN AND ENGINEERING MEMORANDUM
#08-15

May 22, 2008

TO: Honorable Mayor Kathleen M. Novak and City Council Members

FROM: A.J. Krieger, City Manager *AK*
Kurt Kowar, CIP Design and Engineering Manager *KK*
Joliette Woodson, Civil Engineering II *JW*

SUBJECT: CR-87-2008 Croke Reservoir Shoreline Stabilization
J&T Contract Addendum #4 for GMP#3

RECOMMENDATION:

Attached to this memorandum is a Resolution which, if approved, would authorize the Mayor to execute Addendum #4 to the Professional Services Agreement between the City of Northglenn and J&T Consulting Inc. (J&T) for additional construction administration services. Staff recommends approval of this addendum.

BACKGROUND:

On September 14, 2006, June 14, 2007, December 13, 2007 and February 28, 2008 respectively, the City Council approved Staff Report and Resolutions 06-26, 07-47, 07-99, and 08-37 to execute a Professional Services Agreement (PSA) between the City and J&T to design the Huron Street Improvements and Croke Reservoir Shoreline Stabilization. The improvements were limited to the area between Kennedy Drive and Naiad Drive along Huron Street.

The additional construction administration services cost for the Huron Street Corridor for this resolution includes on site construction observation, administration, and geotechnical testing of the work associated with the GMP#3 as described in CR-88-2008.

POTENTIAL OBJECTION:

City Staff is not aware of any specific opposition to this Professional Services Agreement for additional services.

BUDGET/TIME IMPLICATIONS:

There are no time implications. This resolution for addendum #4 totals \$28,205.00.

There are sufficient funds in the Huron Street Improvements and Shoreline Stabilization Design budget, Account # 410.69211.000.3999.497 for the proposed \$28,205.00 of additional design services.

STAFF REFERENCE:

Please contact Kurt Kowar, CIP Design and Engineering Manager, at kkowar@northglenn.org or 303.450.8774.

SPONSORED BY: COUNCIL MEMBER MONROE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-87
Series of 2008

Series of 2008

A RESOLUTION APPROVING A FOURTH ADDENDUM TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF NORTHGLENN AND J&T CONSULTING, INC.

WHEREAS, the City of Northglenn entered into a Professional Services Agreement dated September 14, 2006 with J&T Consulting, Inc. for civil engineering services for the design of the Huron Street Improvements and Croke Reservoir Shoreline Stabilization project; and

WHEREAS, the parties desire to supplement the Agreement with the attached Addendum #4 to allow for additional construction administration services for the Huron Street Corridor to include onsite construction observation, administration and geotechnical testing.

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

The Addendum #4 to the Professional Services Agreement between the City of Northglenn and J&T Consulting, Inc. 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 _____, 2008.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
Acting City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

ADDENDUM #4 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FOURTH ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this ____ day of _____, 2008, by and between the CITY OF NORTHGLENN, State of Colorado (hereinafter referred to as the "City") and J & T Consulting, Inc. (hereinafter referred to as "Consultant").

RECITALS:

A. On September 14, 2007, the City and Consultant entered into an Agreement for Professional Services for civil engineering services (the "Agreement").

B. The parties desire to supplement the Agreement with this Addendum #4 to allow for an additional scope of services for the design services for:

Exhibit A, Construction Scope of Work for Croke Reservoir GMP#3.

AGREEMENT

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

1. The Scope of Services in the Agreement is hereby supplemented to include the scope of services for the design services attached hereto as **Exhibit A**, and incorporated herein by this reference (the "Additional Scope of Services"). Consultant shall commence work on the Additional Scope of Services within ten (10) days of the issuance of a Notice to Proceed.

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

A. Compensation shall not exceed \$28,205.00 for the work described in **Exhibit A** to this Addendum #4.

3. The original Agreement and previous Addenda #1, #2 and #3 are in full force and effect and are hereby ratified by the City and the Consultant. The original Agreement, Addenda, and this Addendum 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: Kathleen M. Novak

Title: Mayor

ATTEST:

Johanna Small, Acting City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONSULTANT

By: Jane C. Yell

Secretary / Principal
Title

5/14/08
Date

ATTEST:

[Signature]

V.P.
Title

5-14-08
Date

SCOPE OF WORK

CONSTRUCTION SCOPE OF WORK (CROKE RESERVOIR GMP #3)

CONSTRUCTION PHASE ASSISTANCE

J&T Consulting, Inc. (JT) is assuming a 2 month time frame for the construction for the improvements to Croke Reservoir that are included in the GMP #3 as detailed by ECI Site Construction. JT has included construction testing services in this scope of work that will be provided by Joseph A. Cesare & Associates, Inc.

The Croke Reservoir GMP #3 will include the following summary of work:

Croke Reservoir will continue to be dewatered to enable ECI and their sub-contractors to perform the construction of the concrete slabs, trail, and sidewalk, as well as construction of the water feature, steel railings, trellis structure, steel fence, boulder placement, sprinkler systems and landscape features.

ECI will be responsible for all permits associated with dewatering, storm water discharge, ROW access, and any other activities that would require federal, state, or local agency permits. ECI will be responsible for all traffic control and ensuring that two-way traffic is maintained at all times on Huron Street. ECI will be responsible for all erosion controls to ensure that sediment transport is controlled using best management practices as required by state and federal law.

During the construction of the previous summary of work JT will perform the following tasks that are typically required of a construction project: General project coordination and contract administration for the contractor, construction observation, QA/QC coordination and review, coordination and facilitation of progress/construction meetings, pay application review and certification, submittal reviews and RFI responses, change order reviews, and provide coordination and submission of progress updates to City staff.

This task does include construction testing that will be provided by JA Cesare and Associates. The construction testing will include concrete testing and sampling, soils testing and compaction tests.

During the construction closeout phase we will provide the services typically associated with the completion of a project: Work with City staff to develop punch list items and determine substantial completion, coordinate completion and acceptance of punch list items, schedule and coordinate final walk

SCOPE OF WORK

through/acceptance, review as-built documents, and assist the city with close out activities (final payment, advertisement, etc.)

Specific to the CM/GC's GMP contract JT will monitor the progress of the CM/GC from both a budgetary and project schedule standpoint. A major involvement will be the cost of work audit to ensure that the contractor is performing and conducting the work per the GMP and schedule of values. JT will coordinate with the City and the CM/GC to resolve any issues that may arise out of the cost of work audit.

Part-Time Resident Project Representative (RPR)

JT has provided a cost for construction services that does not include having an RPR on-site full-time. At this point we believe that it is not necessary with our close proximity to the project and the requirements of the construction. We are assuming a 2 month construction schedule at this time as detailed out by ECI Site Construction. We can certainly offer full-time service if the City believes it is necessary.

Change Order Amount Increase to Contract

\$28,205

J&T Consulting, Inc.

1400 W 122nd Avenue – Suite 120
Westminster, CO 80234
Ph: 303-457-0735 Fax: 303-920-0343



J&T Consulting, Inc.

City of Northglenn

Croke Reservoir Shoreline Stabilization GMP #3

5/12/2008

jay

Northglenn - Croke Reservoir GMP #3 - Fee Summary 5.12.08.xls

Professional Services Scope and Fee Summary

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Item Description	Project	Project	Structural	Senior	Designer	Sub-Consultants					Item
	Manager	Engineer	Engineer	Designer		Sorenson	LSC	Cesare	DU	Am West	Subtotal
	\$95.00	\$85.00	\$100.00	\$75.00	\$65.00						

CONSTRUCTION SCOPE OF WORK

Construction Services Assistance (8 weeks)											
Project Coordination (8 weeks)	9	30								\$3,405	
Construction Observation (8 weeks)	10	80								\$7,750	
Concrete Testing Services								\$4,000		\$4,000	
Soils Testing Services (Compaction Testing)								\$2,500		\$2,500	
Submittal Review/Approval (2 weeks)	6	8		6						\$1,700	
RFI Review/Response Development (2 weeks)	2	4		6						\$980	
Change Proposal Review/Approval (2 weeks)	2	4								\$530	
Progress Meetings (8 weeks)	8	8								\$1,440	
Payment Application Review/Approval (2 weeks)	4	6								\$890	
Monthly Report Development (2 weeks)	6									\$570	
Substantial Completion Walkthrough	4									\$380	
Punchlist Development	4	4								\$720	
Final Walkthrough	4									\$380	
Coordination of As-built Requirements	2	4		6						\$980	
Final Approval/Coordination	4									\$380	
<i>Subtotals</i>	65	148	0	18	0	\$0	\$0	\$6,500	\$0	\$0	\$26,605

Construction Scope of Work Subtotal	\$26,605
Construction Scope of Work Expenses	\$1,600
Construction Scope of Work Total	\$28,205

Change Order Amount Increase to Contract	\$28,205
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