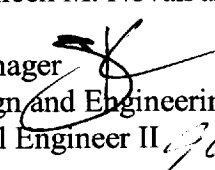
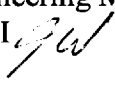


CIP DESIGN AND ENGINEERING MEMORANDUM
#08-03

January 24, 2008

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

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

SUBJECT: CR-30-2008, Recreation Center Assessment Study

RECOMMENDATION:

Attached to this memorandum is a Resolution, which, if approved, would authorize the Mayor to execute a contract between the City of Northglenn and Barker, Rinker, Seacat Architecture (BRS) for the Recreation Center Assessment Study in the amount of \$23,326.00 and authorize a contingency in the amount of \$2,000.00. Staff recommends approval of the proposed resolution.

BACKGROUND:

In November 2007, Barker, Rinker, Seacat Architecture submitted a proposal to perform the Recreation Center Assessment Study. After some discussion, Council directed staff to initiate a Request for Proposals to ensure that the City would receive a competitive bid.

There are two methods of consultant selection typically used in evaluating bids.

Method 1: Low Bid

Method 2: Most Qualified Team / Proposal

On January 14, 2008, the City accepted seven (7) formal bids. The low bid consultant is Trex Architex, at a cost of \$18,500.00. The most qualified team and best proposal as ranked by Staff is Barker, Rinker, Seacat Architecture at a cost of \$23,326.00.

This RFP used Method 2 to evaluate bids. The criteria used in selection as well as the scores for each bidder are attached to this memorandum. Staff recommends the selection of Barker, Rinker, Seacat Architecture.

POTENTIAL OBJECTION:

City Staff is not aware of any specific opposition to the proposed resolution.

BUDGET/TIME IMPLICATIONS:

The budget as proposed for the contract is \$23,326.00 with a contingency of \$2,000.00 for a total of \$25,326.00. There are sufficient funds in the CIP General Design Services budget (Account No. 410.69250.3999.091) or funding could be provided in the form of a supplemental appropriation from the conservation trust fund.

STAFF REFERENCE:

If Council members have any comments or questions, they may contact Kurt Kowar, CIP Design and Engineering Manager, at kkowar@northglenn.org, or (303) 349-3772.

Recreation Center Evaluation 1/15/2008
RFP AVERAGE SCORES

	\$18,500	\$23,326	\$24,300	\$33,789	\$38,800	\$44,700	\$51,850
Consultant	Trex Architek	Barker Rinker	Lewis Himes	Architecture Plus	Burkett Design	Intergroup	C4i
Letter of Introduction / Executive Summary (Max 10 pts)	8.0	9.0	6.7	9.0	9.3	7.7	8.0
Qualifications of the Project Team (Max 15 pts)	10.3	13.0	11.3	12.0	12.7	10.0	12.0
Adherence to Statement of Requirements (Max 10 pts)	9.3	9.7	9.0	9.3	9.7	8.7	9.0
Acceptable work schedule and delivery methodology (Max 20 pts)	17.3	18.7	18.3	18.0	19.3	13.7	14.7
Overall quality of proposal presented (Max 10 pts)	9.3	10.0	7.3	8.3	9.7	7.3	8.7
Cost/Offer - Scope of Work (Max 20 pts)	19.0	17.3	15.0	12.3	10.3	7.7	5.7
Success of similar projects (Max 15 pts)	10.7	14.3	11.0	11.0	12.7	9.7	12.7
Totals:	84.0	92.0	78.7	80.0	83.7	64.7	70.7

SPONSORED BY: COUNCIL MEMBER PARSONS

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-30
Series of 2008

Series of 2008

A RESOLUTION APPROVING AN AGREEMENT BETWEEN BARKER RINKER SEACAT ARCHITECTURE AND THE CITY OF NORTHGLENN FOR PROFESSIONAL SERVICES

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

Section 1. The Agreement for professional services between the City of Northglenn and Barker Rinker Seacat Architecture, attached hereto, is hereby approved and the Mayor is authorized to enter into the Agreement on behalf of the City Council of the City of Northglenn.

DATED at Northglenn, Colorado, this ____ day of _____, 2008.

KATHLEEN M. NOVAK
Mayor

ATTEST:

DIANA L. LENTZ, 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 _____, 200____ by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Barker Rinker Seacat Architecture (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 twenty three thousand three hundred twenty six dollars (\$23,326.00). 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 and that Consultant has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

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 or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the U.S. Department of Homeland

Security and, if Consultant is not accepted into the basic pilot program prior to entering into this Agreement, Consultant shall apply to participate in the basic pilot program every three (3) months until Consultant is accepted or this Agreement has been completed, whichever is earlier.

(2) Consultant shall not use basic pilot 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, 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; 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; 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.

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 Affidavit attached hereto.

IX. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless City, its officers, employees and insurers from and against all liability or damages, on account of injury, loss or damage, including without limitation, liability or damages arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, and including attorney fees and defense costs, to the extent such injury, loss or damage is caused by the negligent act, omission, error, professional error, mistake, negligence or other fault of Consultant, any sub-consultant of Consultant, or any officer, employee, representative or agent of Consultant or of any sub-consultant of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any sub-consultant of Consultant.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

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

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

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) 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. 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: Eve Craven, CIP Contracts Administrator
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may

procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal conflicting provisions in the Agreement establishing any monetary obligation beyond the current fiscal year.

XIX. NOTICE

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

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

Consultant: Barker Rinker Seacat Architecture
3457 Ringsby Court, Unit 200
Denver, Colorado 80216

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

CITY OF NORTHGLENN, COLORADO

By: _____

ATTEST:

Kathleen M. Novak
Type Name

Diana L. Lentz, CMC, City Clerk

Mayor
Title

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONSULTANT:

By: David Hammel

ATTEST:

David Hammel

By: Susan E. Maguire

Print Name

Susan E. Maguire

Vice President 1/17/08

Print Name

Title Date

Sr Associate 1-17-08

Title Date

City's Contract # 2008 RFP-04
Joliette M. Woodson, P.E.
Print Name of City's Project Manager

Bruce Flynn
Bruce Flynn
Vice President 1/17/08



Section 6 - Scope of Work

EXHIBIT A

Research Phase

- Gather existing building drawings and maps.
- Meet with building department, zoning, and fire department to discuss current code applications to existing building.
- Meet with maintenance & recreation center staff to tour building.
 - Discuss problems and maintenance issues.
 - Review service and control issues.
 - Discuss thermal comfort issues.
 - Discuss lighting, power & control issues.
 - Discuss security issues.
 - Review ADA deficiencies
 - Discuss signage and wayfinding issues.
 - Review finishes, casework, flooring and other cosmetic issues.
 - Review roofing and building envelope issues.
 - Review pool systems and equipment issues.

Assessment Phase

- Meet with staff to discuss strategy for upgrades to bring the facility up to a serviceable condition.
- Compile list of deficiencies with description of measures to correct these deficiencies.
- Develop a floor plan graphic illustrating the location and nature of each upgrade scope of work to be done.
- Assign a cost for each correction measure.
- Develop an overall project cost model (including capital costs, soft costs, and contingency) for the upgrades needed to bring the facility into serviceable condition.

Report Phase

- Create a written report summarizing findings, costs, and recommendations – six copies and one electronic copy
- Make one presentation to City Council using Powerpoint and handouts for Council review.





1.0 Phase 1 Scope of Services				Duration	Start	Finish	BRS Arch.	M&M Civil	JVA Struct.	TBG Mech.	AEDG Elect.	WTI Pool	
1.1	Assessment			6 wks	1/30/08	3/12/08							
	A.	Research - gather existing building drawings and maps					\$700	\$300	\$300	\$0	\$300	\$0	
	B.	Meet with maintenance staff to tour building. Discuss problems and maintenance issues. Review any structural movement issues. Review service and control issues. Discuss thermal comfort issues. Discuss lighting, power & control issues. Discuss security issues. Discuss signage and wayfinding issues. Review finishes, casework, flooring and other cosmetic issues. Review roofing and building envelope issues. Review pool systems and equipment issues.					\$1,050	\$800	\$800	\$800	\$800	\$800	
	C.	Meet with building department, zoning, and fire department to discuss current code applications to existing building.					\$1,050	\$400	\$0	\$0	\$0	\$0	
	D.	Create and upgrade list defining all of the work that needs to be done to bring the existing building up to code and a serviceable condition.					\$1,750	\$1,000	\$800	\$1,600	\$800	\$400	
	E.	Create a cost estimate for the above scope of work. Create a floor plan with annotations describing the basic scope of work.					\$700	\$200	\$400	\$450	\$400	\$100	
	F.	Write detailed report summarizing findings, costs and recommendations.					\$875	\$300	\$700	\$400	\$700	\$200	
1.2	Presentations and meetings			1 wks	2/18/08	2/25/08	\$0						
	A.	Meet with staff and make one presentation to City Council of report findings.					\$1,050						
	Total Phase 1 Scope of Services							\$7,175	\$3,000	\$3,000	\$3,250	\$3,000	\$1,500
1.3	Reimbursable Expenses												
	1.4.1	Printing of Review Sets					\$10						
	1.4.2	Photocopies					\$20						
	1.4.3	Postage and Deliveries					\$20						
	1.4.4	Long Distance and Telephone					\$0						
	1.4.5	Travel Mileage					\$30	\$15	\$15	\$15	\$15	\$800	
	1.4.6	Other											
	Total Expenses							\$80	\$15	\$15	\$15	\$15	\$800
	Sub Total							\$7,255	\$3,015	\$3,015	\$3,265	\$3,015	\$2,300
	10 % Coordination Mark Up								\$302	\$302	\$327	\$302	\$230
	Total							\$7,255	\$3,317	\$3,317	\$3,592	\$3,317	\$2,530
Total Fee Proposal								\$23,326					

- 2.0 Design Team**
- BRS Barker Rinker Seacat Architecture, P.C.
 - M&M Martin & Martin (Civil)
 - JVA JVA Inc. (Structural)
 - TBG The Ballard Group (Mechanical)
 - AED Architectural Engineering Design Group, Inc. (Electrical)
 - WTI Water Technology Inc. (Pool)

- 3.0 Assumptions**
- 3.1 Work is to be completed within 60 days of notice to proceed.
 - 3.2 Meetings with staff will be limited to 2.
 - 3.3 Final report will be printed and 15 copies will be included
 - 3.4 Cost estimate will include hard construction costs, site development, FF&E, Fees, contingency, and general soft costs.



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

FROM: Barker Rinker Seacat Architecture
(Prospective Consultant)

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

Project Name Recreation Center Assessment Study

Bid Number 2008 RFP-04 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 and that I (we) have confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the United States Department of Homeland Security.

Executed this 11th day of January, 2007.

Prospective Consultant Barker Rinker Seacat Architecture

By: 
David Hammel

Title: Principal

Finance Dept Use Only	
Initials	_____
Date	_____
PO #	_____

AFFIDAVIT

1. Check and complete one:

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

OR

I, David Hammel, am an owner/member/shareholder of Barker Rinker Seacat Architecture a Corporation [specify type of entity-i.e. corporation, limited liability company], that does ~~not~~ currently employ ~~any~~ individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, David Hammel, am a United States citizen or legal permanent resident.

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

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

OR

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

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

David Hammel
Signature

1/7/08
Date

Finance Dept Use Only	
Initials	_____
Date	_____
PG #	_____