



**PLANNING AND DEVELOPMENT DEPARTMENT**

**MEMORANDUM 18-14**

**DATE:** April 9, 2018

**TO:** Honorable Mayor Carol A. Dodge and City Council Members

**FROM:** James A. Hayes, AICP, City Manager   
Robert Webber, Interim Director of Public Works  
Eric Ensey, Senior Planner 

**SUBJECT:** CR-57 – Civic Center Master Plan (CCMP) Phase One Implementation;  
Agreement for Professional Services for Program and Project Management  
(Project One)

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**PURPOSE**

The City Council is being presented for consideration a resolution to award a Professional Services Agreement (PSA) to Project One for program and project management services associated with the implementation of Phase I of the CCMP.

**BACKGROUND INFORMATION**

The City conducted a solicitation process for proposals from qualified professional consulting firms for a Program and Project Manager (“PPM”) firm with the necessary qualifications to establish the required program-level systems, infrastructure and controls, and provide for all of the associated project management needs for the implementation of the initial phase of the Northglenn CCMP. The CCMP was adopted by the City Council on April 10, 2017. The plan articulates the community’s vision for the redevelopment of the Civic Center Campus, located on a 20.7 acre site that houses the city’s recreation center, theater, senior center and City Hall. The proposed redevelopment includes new civic facilities, a safe and inviting street network, signature public spaces, updated utilities and private development opportunities.

Phase I of the Civic Center Campus includes \$53 million of City investment in facilities, infrastructure and public spaces. This includes the new recreation center, senior center and theater as well as construction of all of the trunk infrastructure outlined in the CCMP for Phase I. The amount budgeted for this project is to include all hard and soft costs associated with all aspects identified in Phase I of the CCMP, including the services for this contract. Implementation includes all vertical and horizontal improvements that the PPM will oversee.

The following table is a summary of some of the essential task elements that this contract will oversee:

<b>TASK</b>	<b>Description</b>
1 Organization	Project Scoping and Definition - Setting/Prioritize Implementation
2 Scheduling & Budgeting	Coordinate/Orchestrate implementation plan – maintain prescribed budget program for project
3 Project Delivery Methodology	Tracking system to keep the program on schedule and budget
4 Risk Evaluation	Provide risk management and mitigation strategies
5 Procurement of Contracts	Lead position on selecting consultants and contractors for various stages of design & implementation
6 Facility Design	Public buildings Architecture & Engineering

7	Infrastructure Design	Public Improvements, including, but not limited to roads, utilities, public spaces, and drainage
8	Entitlements	Lead position on facilitating PUD, Subdivision, FDP application to the City
9	Construction	Oversee general contractor and construction of all public infrastructure and public facilities
10	Quality Assurance/Control	Vertical and horizontal materials testing and inspection
11	Contract Administration	Responsible for ensuring timeliness and budget for each contract scope of work
12	Status Reporting	Method for reporting project status to the stakeholder groups
13	Value Engineering	Lead with consultant and contractors throughout program implementation over cost control and savings
14	QA/QC over Contracts	Ensure consultants and contractors work product meets scope of work/plans
15	Accounting	Method for reporting and submitting invoices for PA and sub-contractors
16	Engagement	Plan for engaging the public, City Council about the project and for engaging the private sector to ensure infrastructure installed in this phase is compatible with future phases

### SELECTION PROCESS - REQUEST FOR PROPOSAL

The process for selection of the Program and Project Manager was a two-step approach. The first step the city solicited a Request for Qualifications (RFQ) from various firms. The city received seven (7) formal statements of qualifications from various firms as of the January 24, 2018, closing deadline. One proposal was submitted after the close.

The selection committee evaluated the RFQs based on the following criteria:

- Team organization and qualifications
- Program approach and methodology
- Firm Experience
- Technical merit of the RFQ

Following the selection committee's scoring of the qualifications, the Selection Committee invited the top four (4) firms the opportunity to submit a formal Request for Proposals (RFP). The four firms invited to submit proposals included: Atkins, Dunakilly, Project One, and Vanir. The Selection Committee reviewed the RFPs and invited Dunakilly, Project One, and Vanir to interview for the Program and Project Manager. Atkins was not interviewed as their proposal came in five times higher in cost than the estimated budget communicated to Council.

The interviews included a presentation by the firm, followed by a question, answer, and discussion period. Following the interviews, the selection committee met to qualitatively review candidate presentations and made a final recommendation for selection. The selection committee is recommending entering into a Professional Services Agreement (PSA) with Project One to handle the role of Program and Project Manager for the implementation of the initial phase of the CCMP.

Project One was identified as the most qualified firm to perform the duties outlined in the CCMP Phase One Implementation Program and Project Manager RFP based on the following:

- Project Approach: The project approach was well thought-out and was consistent with the city's approach to development review plan reviews. The firm had a clear method of communication to ensure timely and thorough plan review.
- Project team: The project team exhibited technical expertise and in-house capabilities to

handle the complexity of this project. The team presented by Project One had worked together on many projects in the past, which wasn't the case for all of the firms.

- References: The selection committee followed the interview with phone calls to references that had worked with Project One on similar projects in the past. All references were extremely positive and the references had used Project One multiple times for different projects.
- Compatibility: Because this project has an estimated schedule of two to three years, it is important that the selected firm would interact well with staff, City Council and the public. The selection committee is confident that Project One can meet that standard.

The proposal submitted by Project One included a proposed total fee of \$607,259 for the scope of work outlined in the RFP. Following the selection of Project One, staff worked on negotiating a final scope and cost. The final scope of work presented for consideration as part of the contract is at a price of \$881,980. The final revised scope includes the following additional or enhanced services from what was presented in the RFP:

- Added the sub-consultant firm CIG to perform an enhanced public outreach and communications plan for the project.
- Revised services provided by The Stanton Solution, which is a sub-consultant, to perform management of the entitlements for the project as well as coordinate the Public-Private Partnership element of the project.
- The overall scope of work was revised to address the possibility of multiple contract methods for construction of the vertical and horizontal improvements for the project. The original scope was based on a single contract method for all infrastructure improvements as well as the construction of the recreation center. However, for a project of this scale, it may be more appropriate to have multiple contracts for those different elements of entitlement and construction.

The project fee proposed by Project One based on their scope of work is less than the other two proposals submitted by Dunakilly and Vanir. Those proposed project fees were:

- Dunakilly - \$983,650
- Vanir - \$991,780

Review Team:

James Hayes	City Manager
Robert Webber	Interim Director of Public Works
Brook Svoboda	Director of Planning and Development
Amanda Pederson	Director of Parks, Recreation, and Culture
Jason Loveland	Director of Finance
Kent Kisselman	City Engineer
Becky Smith	Planning Manager
Eric Ensey	Senior Planner
Dana Kester	Parks Project Coordinator

**BUDGET IMPLICATIONS**

The contract is for a not-to-exceed amount of \$881,980. This amount is included in the \$53,000,000 budgeted in 2018 for implementation Phase I of the CCMP project. The complete Scope of Work anticipated for this project has been included as an attachment to the resolution.

**ANNUAL OPERATING COST IMPACT**

This contract is anticipated to span multiple years and will be considered in future budgeting. Staff will annually reconcile the contract, however the amount of the contract has been established as a not-to-exceed amount for the entire multi-year project.

**SCHEDULE / TIME IMPLICATIONS**

The contract is on-going throughout the implementation of Phase 1 of the CCMP. Staff anticipates this phase to span approximately three years. This contract has been drafted for 39 months. Robert Webber, Interim Director of Public Works, will be managing the contract and the consultant team for this project, with Eric Ensey, Senior Planner, assisting him as needed. Other members of staff will be involved throughout the process. Attachment 6 is a copy of the staff organization chart for this project.

**NEXT STEPS / COUNCIL OPTIONS**

Approve CR-57, adopting the PSA to Project One for Program and Project Management of the implementation of the initial phase of the CCMP. If the PSA is approved, staff will work with Project One on initiating the project.

**STAFF RECOMMENDATION**

Staff recommends approval of CR-57 authorizing the Mayor to execute a contract between the City of Northglenn and Project One.

**STAFF REFERENCE**

Robert Webber, Interim Director of Public Works	<a href="mailto:rwebber@northglenn.org">rwebber@northglenn.org</a>	303.450.4077
Eric J. Ensey, AICP, Senior Planner	<a href="mailto:eensey@northglenn.org">eensey@northglenn.org</a>	303.450.8740

**ATTACHMENTS**

- Attachment 1 Request for Proposals
- Attachment 2 Request for Qualifications
- Attachment 3 Civic Center Master Plan
- Attachment 4 Civic Campus Project Team Organizational Chart



**Planning & Development**  
 11701 Community Center Drive  
 Northglenn, CO 80233  
 P: 303-450-8739  
 F: 303-450-8708  
 northglenn.org

## REQUEST FOR PROPOSALS

### CIVIC CENTER MASTER PLAN PHASE I IMPLEMENTATION PROGRAM AND PROJECT MANAGEMENT

#### SCOPE OF WORK OBJECTIVES

The following outline identifies the key elements desired by the City to be incorporated into the scope of work. The following should not be considered prescriptive. Each proposal should consider the elements listed below, but is by no means required to be strictly adhered to or limited to in terms of content and/or approach.

The City is seeking a Program Administrator to act as an owner representative, on behalf of the City, to develop and enact a work program with phasing that will realize the development components identified in Phase I of the Civic Center Master Plan (“the Plan”). The proposal should detail the steps and process that will be followed to complete tasks outlined in Phase I of the Plan. Proposals are encouraged to provide additional or alternative tasks explaining how they will achieve the end development goals.

#### PROGRAM SCOPE OF WORK

Phase I of the Civic Center Campus includes \$53 million of City investment in facilities, infrastructure and public spaces. This amount is to include all hard and soft costs associated with all aspects identified in Phase I of the Plan, including the services for this contract. Implementation includes all vertical and horizontal improvements that the Project Administrator will oversee. Proposals should be broken into the parts described below. The list of deliverables includes the following:

“PROJECT LIST”

<b>Civic Center Campus Phase 1 Implementation</b>	First 90-120 days - Create an initiation plan
	Horizontal civil infrastructure including: new east-west spine in Memorial Parkway, reconstruction of Community Center Drive, Festival Street north of Memorial Parkway, enlarged detention pond in the northwest corner of Civic Center site, overlot grading and preparing “pad” ready sites for sale for future phases of development.
	Vertical Public infrastructure including: new theatre, recreation center with senior center
	Demolition and removal of existing recreation center and theater and parking

PROGRAM AND PROJECT MANAGEMENT RFP  
CIVIC CENTER MASTER PLAN PHASE I IMPLEMENTATION

The table below identifies what the City anticipates would be integral tasks to accomplish the “Project list” items for the Plan. The table does not indicate the order that the tasks need to be accomplished, nor is it intended to be an exhaustive list. Based on the project list and the 16 elements provided as guidance, outline the recommended approach to realize Phase I of the Plan.

**PROGRAM MANAGER TASKS ELEMENTS:**

<b>TASK</b>	<b>Description</b>
<b>1</b> Organization	Project Scoping and Definition - Setting/Prioritize Implementation
<b>2</b> Scheduling & Budgeting	Coordinate/Orchestrate implementation plan – maintain prescribed budget program for project
<b>3</b> Project Delivery Methodology	Tracking system to keep the program on schedule and budget
<b>4</b> Risk Evaluation	Provide risk management and mitigation strategies (e.g. a design
<b>5</b> Procurement of Contracts	Lead position on selecting consultants and contractors for various stages of design & implementation
<b>6</b> Facility Design	Public buildings A&E
<b>7</b> Infrastructure Design	Public Improvements, including, but not limited to roads, utilities, public spaces, drainage
<b>8</b> Entitlements	Lead position on facilitating PUD, Subdivision, FDP application to the City
<b>9</b> Construction	Oversee general contractor and construction of all public infrastructure and public facilities
<b>10</b> Quality Assurance/control	Vertical and horizontal materials testing and inspection
<b>11</b> Contract Administration	Responsible for ensuring timeliness and budget for each contract scope of work
<b>12</b> Status Reporting	Method for reporting project status to the Stakeholder groups
<b>13</b> Value Engineering	Lead with consultant and contractors throughout program implementation over cost control and savings
<b>14</b> QA/QC over Contracts	Ensure consultants and contractors work product meets scope of work/plans
<b>15</b> Accounting	Method for reporting and submitting invoices for PA and sub-contractors
<b>16</b> Engagement	Outline a plan for engaging the public and City Council about the project. Additional consideration should be included for engaging the private sector to ensure infrastructure installed in this phase is compatible with future phased pad site development

The proposal shall include the following topics for consideration:

**Initiation Program:** Provide a preliminary initiation program that will occur in the first 90-120 days. This will include describing the proposed approach for:

- Establish Scope of Work
- Scheduling
  - Provide a programmatic project schedule timeline, which may including key milestones, staff meetings, study sessions, community engagement / public campaigns, design, entitlements and construction. This does not need to be highly detailed, but rather convey the overall timeline to complete the project.
- Budget Management
  - Consideration should be given to both budget management for the Project Manager as well as the overall project.
- Communications Plan
- Interface between the City and your team
  - Staff Interface – Provide your approach with how you with interface with City Staff. This project will be assigned a staff lead contact that will be responsible for managing the contract. In addition, staff from the City’s Parks, Recreation & Culture, Public Works and Planning & Development will play critical roles in the execution at various phases of the project. Staff has identified departments that will be the lead for the following steps in design, entitlement and construction:

Steps:	Department Lead:
Vertical Facilities Design	Parks, Recreation & Culture
Horizontal Improvements Design	Public Works
Pre-Construction & Entitlements	Planning
Construction	Public Works
Demolition	Public Works

**Phase I – Administration:** Provide a Program Management Plan that will demonstrate the method to successfully execute the items identified in the Project List above. The Scope of Work – Program Manager Task List provided in this RFP is an example of tasks that are anticipated in a program management plan to complete this project successfully. The Attachment 1 is an estimated project schedule that should be considered.

**Missing components, innovation, considerations and/or contingencies:** The proposal includes an additional section for your team to provide alternative/value added elements to

the project, that are either not specifically included in the outline or deserve to be expanded to fully understand the benefit and context to the overall proposal.

**Fee Proposal:** Provide a fee proposal for the scope of the project.

**Project Experience:** Provide two (2) reference projects that are most similar to the scope of work being sought by this solicitation. Provide lessons learned during the reference projects that can be applied to the scope of services being sought. For all referenced projects, include the total project budget, program manager, contract amount, and contact information for a project reference. At least one of the projects should be a municipal or public project.

## **PROPOSAL REQUIREMENTS**

The Consultant shall provide five (5) hard copies of the proposal with a CD or Flash drive including the proposal in PDF format. Additional explanatory and supplemental materials may be submitted under separate cover, if desired.

The proposal shall contain the information listed in the scope or work as listed below:

- |  |                          |
|--|--------------------------|
| 1. Initiation Program  | 5 pages                  |
| 2. Phase 1 Administration  | 15 pages                 |
| 3. Missing components, innovation, considerations or contingencies | 5 pages                  |
| 4. Fee Proposal  | 5 pages                  |
| 5. Project Experience  | Appendix (no page limit) |

## **INTERVIEW PROCESS**

We anticipate the interview to take 60 minutes. In general, we anticipate the presentation taking between 20-25 minutes, with the balance of time for discussion and question and answer. Our intent is for this will be an informal process, with an emphasis on open dialogue; we are not seeking full written responses to the topics listed, rather, the goal is to create an open and frank discussion about how these issues may shape the outcome of the project and how your team will address/take them into account. This exercise is intended to evaluate the team's communication skills, ensure a good fit, and further clarify the team's approach to managing the program. You may also provide supplemental information, in the form of handouts that assists in the conversation – please avoid presentation type responses that simply repeat what has already been provided in the scope of work proposal.

**Discussion Topics:** Please be prepared to discuss your thoughts and ideas as they relate to the content described below. If you have a visual presentation, either through PowerPoint or Adobe, there is a computer and screen available in the interview room to accommodate, just ensure you bring a flash-drive with the presentation electronically.



1. Why your team: Provide an overview of what distinguishes your firm as the right fit for Northglenn and this project.
2. Project Team: Due to the wide range of disciplines required to accomplish all of the work scope delineated in the RFP, we realize that your team roster may be made of many individuals.
3. Management of Team: Please be prepared to discuss how you will manage your team to ensure: 1) due diligence is approached thoroughly and efficiently, 2) flexibility to a potentially changing environment, 3) accomplishment of goals and objectives of the City, 4) understanding of the fiscal commitments made during the solicitation process of the award phase of this project.

## **EVALUATION OF PROPOSALS**

Evaluation of proposals will be based on the quantitative and qualitative responses to the Proposal Requirements listed above. The City reserves the exclusive right to select the firm it deems to be the best interest of the City to accomplish the completion of the project.

- |    |   |           |
|----|---|-----------|
| 1. | Initiation Program  | 25 points |
| 2. | Phase 1 Administration  | 25 points |
| 3. | Missing components, innovation, considerations or contingencies | 15 points |
| 4. | Cost of Services  | 25 points |
| 5. | Project Experience  | 10 points |

*Please refer to the Request for Qualifications (RFQ) previously distributed for the Civic Center Master Plan and Personal Service Agreement documents.*



**Planning & Development**

11701 Community Center Drive

Northglenn, CO 80233

P: 303-450-8739

F: 303-450-8708

*northglenn.org*

REQUEST FOR QUALIFICATIONS

**CIVIC CENTER MASTER PLAN PHASE I IMPLEMENTATION  
PROGRAM AND PROJECT MANAGEMENT**

**I. EXECUTIVE PROGRAM SUMMARY**

The City of Northglenn is seeking statements of qualification for a Program and Project Manager (“PPM”) firm with the necessary qualifications to establish the required program-level systems, infrastructure and controls, and provide for all of the associated project management needs for the implementation of the initial phase of the Northglenn Civic Center Master Plan (“CCMP”). The CCMP was adopted by the City Council on April 10, 2017. The plan articulates the community’s vision for the redevelopment of the Civic Center Campus, located on a 20.7 acre site that houses the city’s recreation, theater and senior center as well as City Hall. The proposed redevelopment includes new civic facilities, a safe and inviting street network, signature public spaces, updated utilities and private development opportunities. The City Council has provided direction to begin the implementation of Phase I as identified in the CCMP includes the following:

- Reconstruction of Community Center Drive with a landscaped median treatment and other right-of-way improvements.
- Construction of the new Memorial Parkway with utility and drainage infrastructure and landscape improvements.
- Construction of Festival Street north of Memorial Parkway with utility and drainage infrastructure and landscape improvements.
- Expanded detention pond and drainage improvements to the site.
- New recreation center, senior center, and theater.
- Power and communications connection and network
- Demolition of existing recreation center and parking area.
- Over-lot grading to create pad ready sites for the northern portion of the site.

**II. MASTER PLAN IMPLEMENTATION FUNDING**

The City Council approved funding for implementation of Phase I of the CCMP of **\$53.0M**. This amount is to include all hard and soft costs associated with all aspects identified in Phase I of the CCCMP.

### **III. CIVIC CENTER MASTER PLAN BACKGROUND**

Prior to the development of the Webster Lake Promenade (the retail development south of 120<sup>th</sup> Avenue between I-25 and Grant Street), the City had been actively pursuing the redevelopment/revitalization of approximately 40 acres of land located at the southeast section of the 120<sup>th</sup> Avenue and the I-25 interchange. In 2011, the City and the Northglenn's Urban Renewal Authority (NURA) selected a master developer to redevelop 40 acres of land, which included the newly completed Webster Lake Promenade development, the Civic Center Campus, and the Ramada Plaza parcel. This exercise led to the development of the Webster Lake Promenade, a restaurant and commercial development between I-25 and Grant Street off 120<sup>th</sup> Avenue.

Following development of the Webster Lake Promenade, the City then evaluated several development proposals from the master developer and conducted a market study to determine the most appropriate development approach for the remaining land to be redeveloped. The City did not pursue any of the recommendations of the developer at that time and decided to focus its efforts on the 20.7 acres that currently house the City Hall, recreation center, theater and senior center.

In 2016, the City hired a consultant team to commence a thorough public process to develop a community vision for the Civic Center Campus. The process included vigorous public outreach in order to ensure the public had input into the future redevelopment of the Civic Center Campus. The process resulted in the "Northglenn Civic Center Master Plan" that was adopted by City Council in 2017.

In 2017, the City retained a consultant team to provide an in-depth analysis of current and future recreation amenities and programs in anticipation of a new multi-use facility that includes a recreation center, senior center and theater as well as an in-depth public engagement process to achieve community buy-in on the project. This process is currently on-going.

### **IV. CONSULTANT QUALIFICATIONS**

The City seeks a qualified firm, or multi-disciplinary team with the necessary qualifications to perform the role of Program and Project Manager ("PPM") for the implementation of Phase I of the Northglenn Civic Center Master Plan. The team should be led by a firm that enlists the experts of other in-house or sub-contracted personnel or firms to provide task specific consultation for various phases of the project.

The PPM will be called upon to provide a comprehensive array of program planning, budgeting, management and oversight capabilities. The selection will be based on specific criteria that focuses on the critical core functions of the PPM, and the qualifications of the specific individuals proposed to provide these strategic and support-related services.

Demonstrated experience of expertise in the following areas will be critical:

- Integrated campus development
- Budget management
- Design and construction management
- Communications with elected officials and the public
- Complex site logistics and management of development phasing
- Project controls and change management protocols
- Project delivery methods and scheduling
- Specialty in facility planning, design and construction
- Procurement of contracts
- Contract negotiations and administration
- Value engineering
- Knowledge of applicable environmental regulations
- Integrated technology solutions
- Experience with public art

#### **V. RESPONSE/SUBMITTAL FORMAT**

The Consultant shall submit five (5) hard copies of the **Request for Qualifications (RFQ)** submittal and an electronic copy (pdf) on flash drive. The RFQ submittal is not intended to be an expansive or elaborate document, but it should be thoughtfully composed and easy to understand. The body of the response shall be no longer than ten (10) pages, not including cover letter and resumes.

- Resumes shall be placed in an appendix. All resumes for the team shall be formatted identically.
- The consultant's generic Statement of Qualification shall be included in the appendix.

The review of the RFQ shall be in accordance with Northglenn Municipal Code – Chapter 6/Article 5/Section 9.

The consultant shall address each of the following components:

**EXECUTIVE SUMMARY** – Identify the name of your firm, location of the main office and all branches or satellite offices. Tell us how many years your firm has been in business under the present name and under current ownership. Introduce the members of your project team, including sub-consultants and/or contractors. Provide an overview of your firm's experience that specifically relates to managing similar projects.

**PROGRAM TEAM** – This section should contain a detailed and specific discussion of the proposed management staffing and support relationships for this project. Provide an organizational chart of your project team, including the roles of each team member and/or sub-consultants. Delineate the time commitment and specific role for the PPM and all team members as they relate to the successful completion of this project.

**PROGRAM APPROACH/METHODOLOGY** – The City is looking for a generalist with the ability to manage and oversee a multi-faceted project with a wide-range of tasks and deliverables. Respondents should provide a methodology/work plan to accomplish the work requested by the City and identified in the Civic Center Master Plan. Explain how your firm will coordinate/communicate with all stakeholders, including but not limited to City staff and elected officials. Identify (explicitly) your firm’s protocol for managing budget and keeping the City informed of potential scope creep.

Additionally, include an overall discussion of your firm’s philosophy of management which you have applied to other projects similar to this one. This portion of the response is intended to highlight proposed strategies for project management, schedule management techniques, communication with staff and elected officials, budget management, procurement of contracts and administration of those contracts, value engineering, etc. This section will outline the respondent’s comprehensive approach to the implementation of Phase I of the Northglenn Civic Campus Master Plan and demonstrate any innovative ideas that may be beneficial to the project.

**VIII. SELECTION PROCESS**

**Schedule of Activities:** The following schedule of activities delineates the timing of the qualifying phase and *proposal solicitation phase*, and the estimated project schedule beginning with the RFQ issuance through the selection of the finalist (RFP Phase). These dates may be subject to change at the City’s discretion.

**RFQ Phase**

<u>January 11, 2018</u>	<u>RFQ Issuance</u>
<u>January 24, 2018</u>	<u>Submission Deadline (10:00 AM)</u>
<u>January 26, 2018</u>	<u>Qualify Finalists for RFP (end of RFQ Phase)</u>

**RFP Phase**

<u>January 29, 2018</u>	<u>RFP Supplemental Information Issuance</u>
<u>February 5, 2018</u>	<u>Pre-Submittal Conference (2:00 PM)</u>
<u>February 9, 2018</u>	<u>Question/Information Period Ends</u>
<u>February 13, 2018</u>	<u>Addendum Issuance</u>
<u>March 2, 2018</u>	<u>RFP Proposals Due (10:00 AM)</u>
<u>March 13, 2018</u>	<u>Consultant Interview</u>
<u>March 16, 2018</u>	<u>Selection of Finalist</u>

**Pre-Submittal (RFP Phase) Conference:**

The City will hold a project conference on February 5, 2018. The location will be the Council Chambers at Northglenn City Hall – Lower Level (Police Dept. Entrance)

Address: Northglenn City Hall  
11701 Community Center Drive  
Northglenn, CO 80233

The conference will include a presentation by City Staff that will include an overview of the project intent, goals and objectives. Time will be provided for questions. A record will be made of all questions and answers provided, and made available to all attendees in the form an addendum release. *The City will provide a conference call-in number for the consultants that are not able to attend in person.*

**Question/Information Period:**

Additionally there will be seven day period provided for additional questions and request for additional information. All questions must be submitted by February 9, 2018 by 5:00 PM.

**Review of Submittals:**

Review of submittal will be conducted in accordance with Northglenn Municipal Code Section 6-5-9. Procurement for specialized goods and services as determined by the City Manager in writing shall be eligible for award by a competitive selection process following a request for qualifications under the aforementioned Section.

**Qualifying Finalists:**

RFQ submittals will be evaluated qualitatively on responsiveness, professional experience, the reference project and the information gained through project references, resource availability, and approach/methodology deployed to perform the duties of Program and Project Manager for the Civic Center Master Plan Phase I Implementation.

**IV. ATTACHMENTS**

ATTACHMENT 1	Civic Center Master Plan
ATTACHMENT 2	Draft Professional Services Agreement

END



# phasing and implementation

OVERVIEW | KEY ELEMENTS OF IMPLEMENTATION | PHASING AND PRELIMINARY COST ESTIMATION  
FUNDING AND COST RECOVERY | IMPLEMENTATION STRATEGIES



# 5

## phasing and implementation

**Implementation tools will diversify costs, introduce new revenues and incorporate both public and private sector development opportunities.**

### Overview

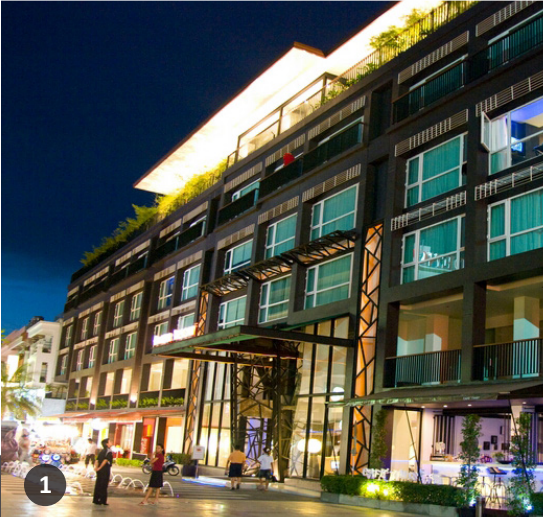
The previous sections of the Master Plan articulate the community's vision for a redeveloped Civic Center with new civic facilities, a safe and inviting street network, signature public spaces, updated utilities and private development opportunities. This section explores potential phasing, planning level cost estimates associated with each phase, the range of tools and resources that are available for implementation, as well as an implementation strategy. One of the central concepts introduced early in the project was to incorporate both the public and private sectors in the implementation and development. Accordingly, the Master Plan calls for a level of concurrency, with elements of public and private uses being constructed within the same phase. The benefits of this approach include a vibrancy and sense of place that comes from a diversity of uses and more importantly as it relates to implementation, the plan diversifies the costs, introduces new revenues, and calls for capital investment from both sectors.

### Key Elements of Implementation

The plan has been built around several driving elements. These include:

- The plan expands the economic and fiscal base of the City, with uses that increase overall revenues. The hotel, in particular, with 123 mills of property tax and a commercial assessment rate of 29 percent applied against a base of zero generates substantial property tax revenue through the Urban Renewal Area (URA). Similarly, its sales and accommodations tax increase the City's general fund. The planned retail uses, although small in scale, also contribute positively to the City's sales tax base. The Civic Center Master Plan provides substantial cost recovery and leaves the City with a projected cumulative surplus of \$1.7M at the end of the 25-year planning horizon.
- The private improvements will also generate net new revenues of approximately \$950,000 annually in sales tax, accommodations tax, and property tax following the sunset of the URA. These will flow to the General Fund and could be used for future capital projects.
- The plan unlocks revenue potential of municipal property with sales to developers. It yields revenue by leveraging the initial investment of the City and enabling the City to sell pad-ready sites to private end users.
- Based on the location of existing facilities and the proposed location of water and sewer lines, storm drainage, and streets, much of the infrastructure in the plan would need to be constructed to access the western edge. The plan opens up developable parcels with little additional cost.
- The infrastructure is concurrent with the anticipated improvements. Public and private buildings will 'go vertical' in a timely manner, as streets are built.
- Finally, the phasing plan gives City Council options regarding the future. Phase I provides new civic facilities and a civic core, even if Phases II and III are not implemented. Thus, the Council can move forward knowing that it can allocate resources to other capital projects if other needs evolve and priorities shift.

1. Select service hotel
2. Civic Center Site Plan
3. Example of a retail street with flush curbs



# phasing and preliminary costs

This section provides planning level cost estimations for environmental assessment and preparation, site utilities and infrastructure, landscaping and public space improvements, and civic development. The Phase I cost estimates are in current 2017 dollars and include factors and contingencies for furniture, fixtures, and equipment (FF&E), design, permitting and other soft costs, as well as other miscellaneous costs that may be unanticipated at this stage of the project. Note that Phase II and III cost estimates have been escalated at 2 percent annually. The proposed phasing for Civic Center implementation takes these preliminary cost estimates into account, but is also based on balancing several critical factors, including:

- Establishing the primary utility and infrastructure network;
- Limiting multiple disturbances to any one area of the site or adjacent to the site;
- Establishing a new character for the Civic Center and creating a critical mass to support a new sense of place;

- Creating pad-ready development opportunities early in the development process to engage the private sector and promote concurrency;
- Providing short-term interim and long-term parking solutions to serve existing civic uses as well as future civic, residential, hospitality and commercial uses on site;
- Maximizing constructability and optimizing staging for each individual development and overall suggested phase; and
- Maintaining operations of current civic programs in existing facilities until new replacement facilities are completed.

The placement of the existing Recreation Center complex and the City Hall facility provide both opportunities and constraints in terms of phasing and placement of various programmatic elements of Civic Center. The diagram below labels each grouping of proposed developments or blocks with a letter from A to G. The rest of the Phasing and Implementation section of the Master Plan refers to these blocks when summarizing costs and phasing.

*Table 1. Approximate Square Footages of Civic Center Parking and Development*

	PARKING		CIVIC	RETAIL	RESIDENTIAL		HOTEL	
	Sq Ft	Spaces	Sq Ft	Sq Ft	Sq Ft	Units	Sq Ft	Rooms
A	31,150	89	-	14,968	-	-	-	-
B	71,750	205	36,031	3,000	-	-	53,400	150
C*	7,000	20	-	10,800	77,400	42	-	-
D/E	57,050	163	111,008	-	-	-	-	-
F	69,300	198	14,566	-	86,731	70	-	-
G*	11,200	32	-	-	76,737	42	-	-
<b>Total</b>	<b>247,450</b>	<b>707</b>	<b>161,605</b>	<b>28,768</b>	<b>240,868</b>	<b>154</b>	<b>53,400</b>	<b>150</b>

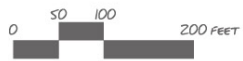
\*Blocks C & G have additional tuck-under parking for residential not included in total

# TAKEOFFS BY BLOCK



## LEGEND

- ROAD
- FESTIVAL STREET
- PLAZA
- SIDEWALK/PATH
- CIVIC
- FUTURE SENIOR CENTER
- HOTEL
- RESIDENTIAL
- RETAIL
- GROUND FLOOR RETAIL
- OPEN SPACE
- PARKING LOT
- TUCK-UNDER PARKING
- VETERANS MEMORIAL
- EXISTING TREE
- PROPOSED TREE



As stated previously, a key consideration in phasing the development will be maintaining operations of the existing civic facilities. The diagram shows that the existing civic facility footprints require portions or all of Blocks B and F development to occur in later phases. While the central portion of the site is then relatively encumbered through the early phase or phases of development, large portions of the site are available for development now. The western portion of the site with the detention facility and Blocks D and E are available for development now. Similarly, the eastern portion of the site can be available for development in the near term assuming that interim parking solutions can be provided for the Recreation Center. Finally, the alignment and proposed footprint of Memorial Parkway and the major infrastructure planned within that new right-of-way allows for construction in the near term.

As Table 1 illustrates, the constraints created by the existing facilities and civic programs on the site do not significantly limit the ability to create a mix of uses on the site early in the implementation process. In fact, programmatic elements of civic, commercial and residential uses can be introduced on site while the existing civic facilities remain in operation. Only hotel development would be significantly affected by the required sequencing of development (i.e., new Recreation Center, Senior Center and Theatre facilities must be constructed prior to the existing complex is demolished). The full development program totals approximately 484,791 square feet.

The following provides a suggested phasing strategy that organizes the proposed site improvements and development into three primary phases. It should be noted that a level of sequencing is necessary within each proposed phase. For instance, the new civic facilities included in Phase I must be completed prior to the demolition of existing civic facilities. To that end, it is likely that each phase of implementation will take approximately 2 to 5 years from initial design through occupancy of new facilities and demolition of old facilities. A delineation of phasing by year is provided in the latter part of this section. Generally, Phase I covers 2017 through 2025; Phase II covers 2026 through 2035; and Phase III covers 2036 through 2039. Most of the improvements (infrastructure, civic facilities, and private development) will be completed in Phases I and II. While the phasing period extends through 2035, *nearly all improvements will be completed by 2027.*

### Phase I – 2017 through 2025

The first phase of the Civic Center development includes many significant improvements to the site, including:

- Reconstruction of Community Center Drive with a landscaped median treatment, new pedestrian lighting, furnishings, removable bollards and an enhanced crossing at the new intersection of Community Center Drive and Memorial Parkway;
- A new east-west spine in Memorial Parkway with enhancements to the Veterans Memorial, new underground utilities, lighting, street trees, diagonal parking, community event accommodations, removable bollards, and central plaza space with a sprayground, hardscape and landscaping;

- Festival Street north of Memorial Parkway with a curbside streetscape treatment, pavers, lighting, landscaping, removable bollards and new underground utilities;
- An enlarged detention pond in the northwest corner of the Civic Center site with improved pathways and landscaping that will accommodate site drainage for the full build out of the envisioned development;
- A new Recreation Center with Senior Center on ground floor (Block E) with associated surface parking facilities south of the buildings;
- A new Theatre that may be physically connected to the Recreation Center (Block D);
- Demolition of the existing Recreation Center complex on Block B;
- At least a portion of the proposed retail development on Block A and associated surface parking facilities with integrated stormwater features and landscaping; and
- Housing development (primarily townhomes) on Blocks C and G.

To evaluate the feasibility of the Civic Center Master Plan, it is important to separate the horizontal infrastructure costs, private vertical development costs and the civic vertical development costs. Horizontal infrastructure includes the construction of roads, utilities, and water detention, among other items needed to facilitate development. The anticipated horizontal costs, including demolition costs, to construct the entire development program is nearly \$19,000,000 or approximately \$900,000 per acre. More than half of the infrastructure costs appear in Phase I. These costs are related to construction of the Parkway, improvements to Community Center Drive, roadway and utilities network through the majority of the site, and demolition of the existing Recreation Center complex.

Phase I Programmatic Elements



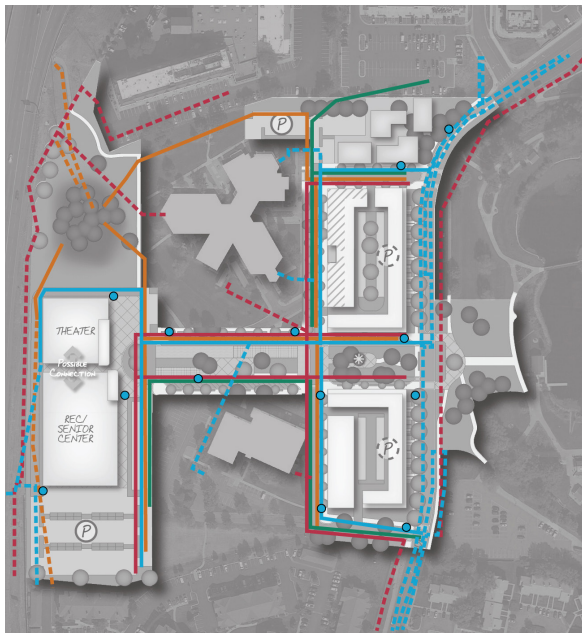
Phase II Programmatic Elements



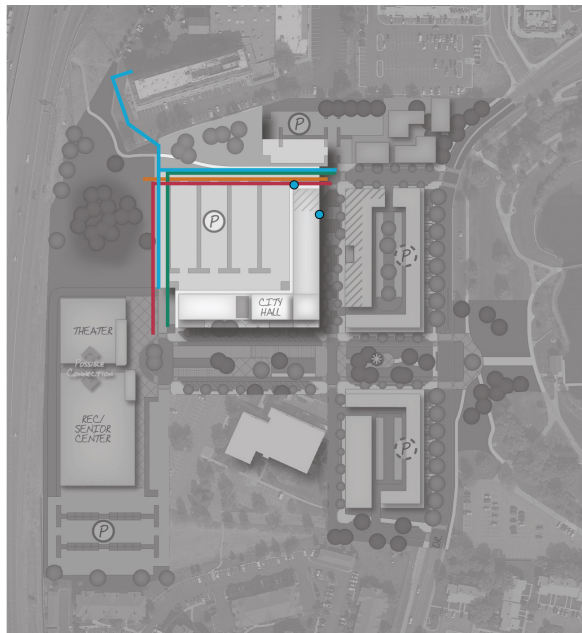
Phase III Programmatic Elements



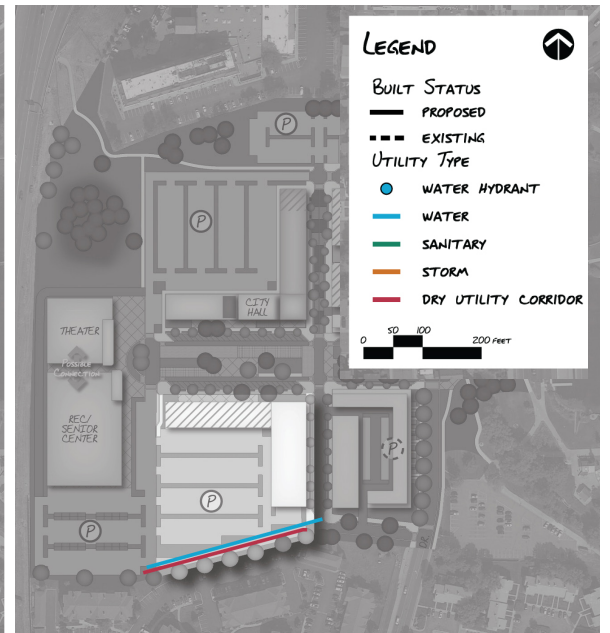
Phase I Utilities and Infrastructure



Phase II Utilities and Infrastructure



Phase III Utilities and Infrastructure



The relatively high infrastructure costs as compared to revenue derived from the private sector vertical development in Phase I makes the likelihood of engaging a master developer somewhat low. If a master developer process were pursued it would require additional time for implementation, further detail on cost estimating and feasibility, and a much greater level of investment by the City to offset developer risk. The desire to create a more urban environment poses challenges. The surrounding land use patterns set the precedent for low-density and high parking ratios. If a more urban environment is to be created per the vision of the Master Plan the City will need to invest funds and take a risk

to facilitate that vision. That means shouldering a heavy portion or all of the initial horizontal infrastructure costs. Because of the risk and cost of interest carry associated with a full build out of the infrastructure in Phase I (for either the City or a developer), it is recommended to move forward incrementally. An approach where the civic amenity, new facilities, and commercial/residential uses occur commensurately with the infrastructure development is a more cost effective approach.

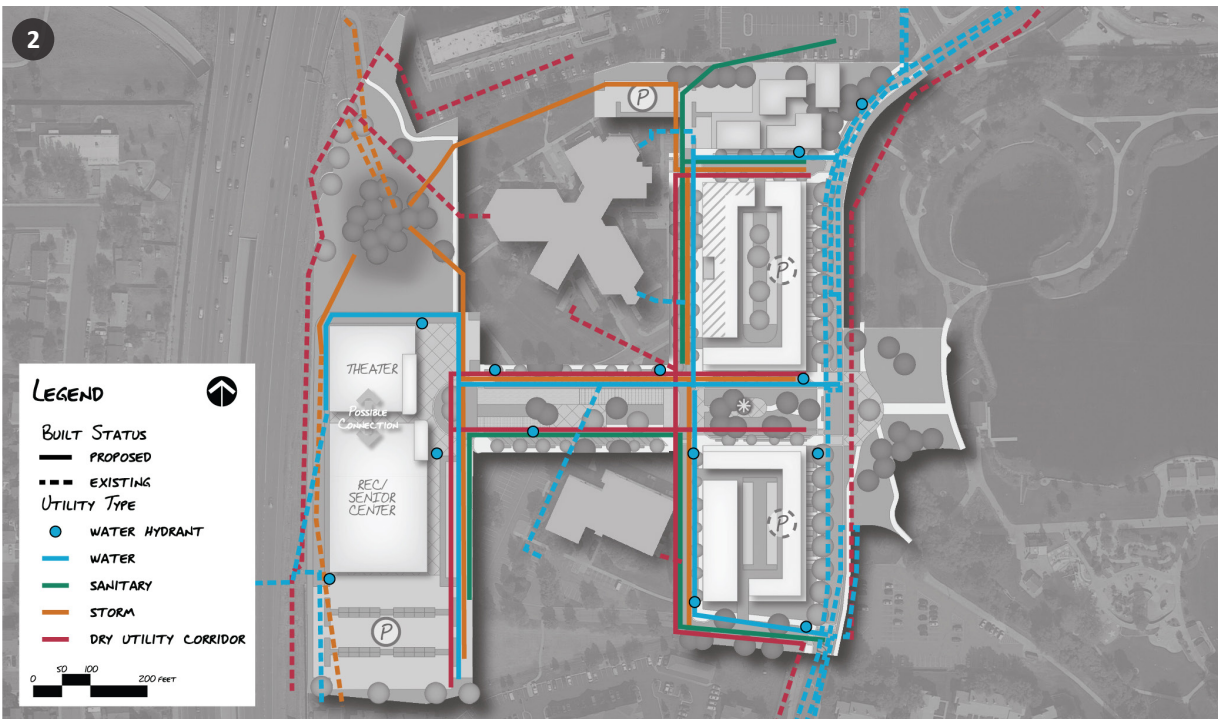


Table 2. Phase I Planning Level Cost Estimates

Site and Infrastructure Construction	Construction Cost		Site & Soft Costs		Total Cost Estimate	Misc. Fees		Total Cost
	Estimate	FFE Estimate	% of Cost	Total Cost		% of Cost	Total Cost	
<b>PHASE I</b>								
<b>Site and Infrastructure</b>								
Phase I Infrastructure	\$5,486,800	N/A	30%	\$1,646,040	\$7,132,840	10%	\$713,284	\$7,846,124
Community Center Drive Signal	\$350,000	N/A	30%	\$105,000	\$455,000	10%	\$45,500	\$500,500
Phase I Landscape Totals	\$2,092,470	N/A	20%	\$418,494	\$2,510,964	10%	\$251,096	\$2,762,060
Demolition Recreation Center (Block B)	\$620,000	N/A	20%	\$124,000	\$744,000	10%	\$74,400	\$818,400
Demolition Hazardous Material Recreation Center (Block B)	<u>\$100,000</u>	<u>N/A</u>	20%	<u>\$20,000</u>	<u>\$120,000</u>	10%	<u>\$12,000</u>	<u>\$132,000</u>
<b>Subtotal</b>	<b>\$8,649,270</b>	<b>N/A</b>		<b>\$2,313,534</b>	<b>\$10,962,804</b>		<b>\$1,096,280</b>	<b>\$12,059,084</b>
<b>Vertical Construction</b>								
New Recreation Center (Block D/E)	\$21,479,746	\$908,087	20%	\$4,477,567	\$26,865,400	10%	\$2,686,540	\$29,551,940
New Theater (Block D/E)	\$5,444,000	\$698,139	20%	\$1,228,428	\$7,370,567	10%	\$737,057	\$8,107,623
Commerical (Block A)	---	---	---	---	---	---	---	---
Residential (Block C)	---	---	---	---	---	---	---	---
Residential (Block G)	---	---	---	---	---	---	---	---
<b>Subtotal</b>	<b>\$26,923,746</b>	<b>\$1,606,226</b>		<b>\$5,705,994</b>	<b>\$34,235,966</b>		<b>\$3,423,597</b>	<b>\$37,659,563</b>
<b>PHASE I TOTAL</b>	<b>\$35,573,016</b>	<b>\$1,606,226</b>		<b>\$8,019,528</b>	<b>\$45,198,770</b>		<b>\$4,519,877</b>	<b>\$49,718,647</b>

### PHASE I

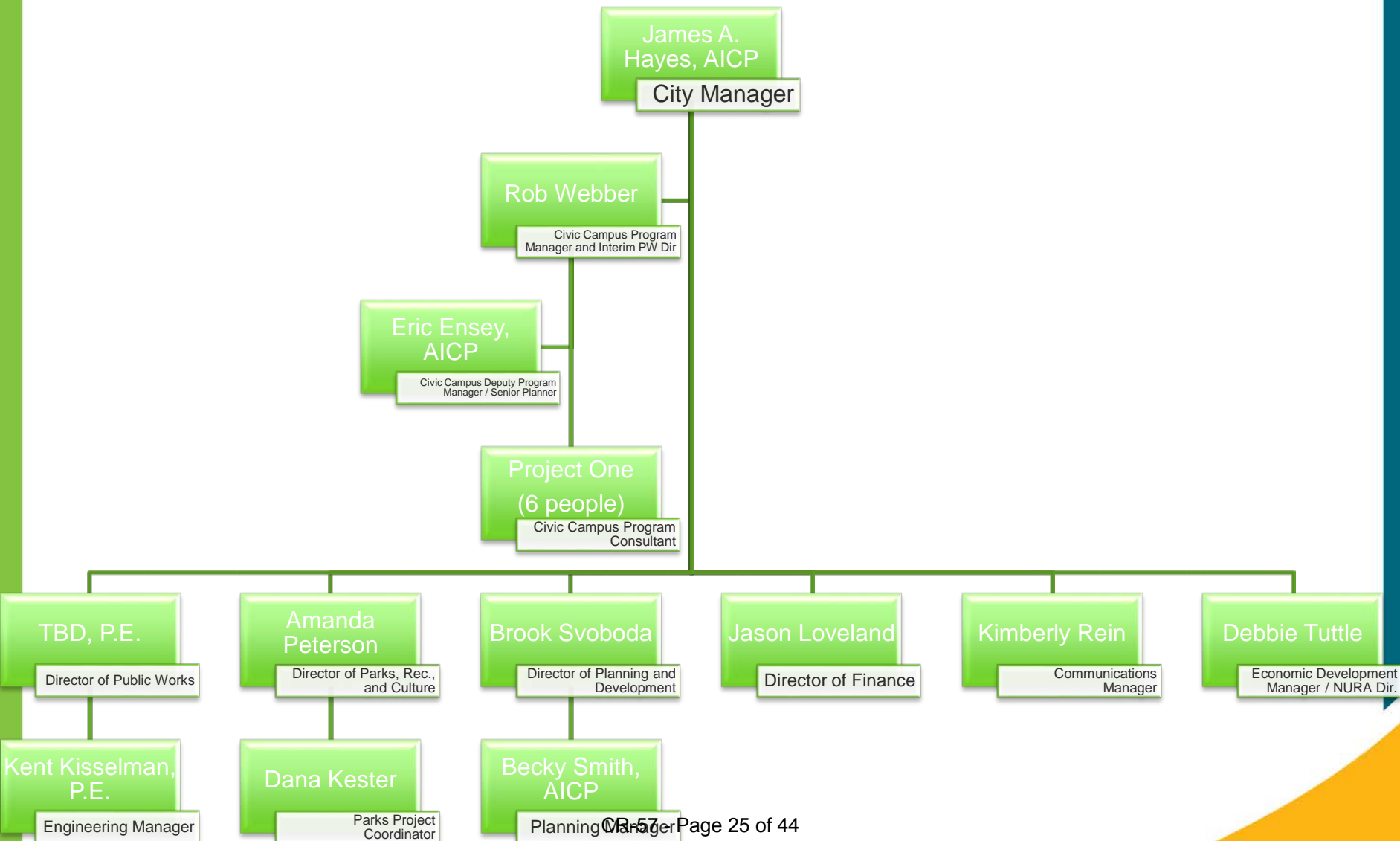
- 1. Programmatic Elements (next page)
- 2. Utilities and Infrastructure
- 3. Bird's Eye View







# CIVIC CAMPUS PROGRAM TEAM



SPONSORED BY: MAYOR DODGE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-57  
Series of 2018

\_\_\_\_\_  
Series of 2018

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND PROJECT ONE INTEGRATED SERVICES, LLC FOR PROGRAM AND PROJECT MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF PHASE 1 OF THE CIVIC CENTER MASTER PLAN

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 Project One Integrated Services, LLC, attached hereto, in an amount not to exceed \$881,980.00 for program and project management services for the implementation of Phase 1 of the Civic Center Master Plan 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
CAROL A. DODGE  
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 Project One Integrated Services, LLC (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 eight hundred eighty one thousand nine hundred eighty dollars(\$881,980.00). Payment shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant

to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

## **V. COMMENCEMENT AND COMPLETION OF WORK**

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

## **VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

## **VII. PROFESSIONAL RESPONSIBILITY**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

### **VIII. ILLEGAL ALIENS**

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does

not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. **Duty to Comply with Investigations.** Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

## **IX. INDEMNIFICATION**

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.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor'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 Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor'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).

## **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. 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. With the exception for workers' compensation and professional liability, 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:  
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: Project One Integrated Services, LLC  
88 Inverness Cir. E #6101  
Englewood, CO 80112

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

CITY OF NORTHGLENN, COLORADO

By: \_\_\_\_\_

Carol A. Dodge  
Print Name

Mayor  
Title Date

ATTEST:

Johanna Small, CMC  
City Clerk Date

APPROVED AS TO FORM:

Corey Y. Hoffmann  
City Attorney Date

CONSULTANT:

By: Michael J Palumbo

Michael Palumbo  
Print Name

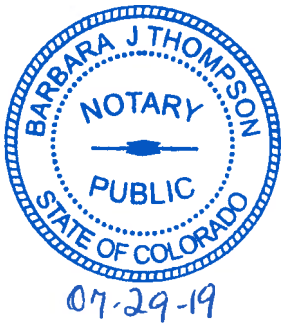
Se. Vice President  
Title Date 4-4-2018

ATTEST:

By: Barbara J. Thompson

Barbara J. Thompson  
Print Name

Notary  
Title Date 4-4-18





**Northglenn Civic Center Masterplan Phase 1 Implementation**  
Northglenn, CO

**Project One Integrated Services, LLC ("Project One")**  
**Exhibit A - Scope of Services**  
4/4/2018

**Phase 1: Pre-Design/Team Procurement & Phase 2: Design Phase Management**  
**Assumes Phase 1 & 2 estimated duration of: 15 Months**

Item	Activities	Responsibilities
<b>A - Predevelopment</b>		
1	Review Site Documentation	Review of existing easements, utilities, site constraints, etc. Determine if there are any environmental issues and determine the availability/capacity for necessary utility services.
2	Phasing Strategies	Support the Client with developing phasing strategies and determining the separation of the civil infrastructure work from the vertical construction.
3	Entitlements/Public Engagement	Work with Susan Stanton on Entitlement Strategy and Private Sector Input and CIG on Public Engagement Strategy (See Phase 4 scope).
4	Planning Level Cost Verification	Review and verify Master Plan cost assumptions with most current understanding of concept.
5	Master Budget Creation, Confirmation and Approval	Work with the Client and project team to develop the initial Overall Project Budget which includes all project soft and hard costs and Cash Flow.
6	Initial CPM Project Schedule	Work with Client and project team to develop the Overall Project Schedule which represents all Client activities, along with entitlement and permitting, team selection, utilities, design services, construction, move-in and occupancy.
7	Finalize Program Management Plan	To include the Following Sections - Program Vision Statement, Mission, and Measurable Goals/Objectives • Program Organization Structure • Program Team Roles + Responsibilities • Program Communications Plan • Program File / Documentation Structure • Overall Program Master Budget • Overall Program Master Schedule • Program Communications Plan • Program Procurement Plan • Risk Management Plan • Current Open Issue Log • Design Phase Management Plan • Construction Phase Management Plan
8	Pre-Development Meeting Coordination	Weekly coordination with City Staff to discuss progress, track open issues, and finalize inputs to Program Management Plan.
<b>B - Design Consultant Selection / Negotiations</b>		
9	Finalize Design Process and Delivery Approach	Work with the Client to finalize the design approach and coordinate efforts throughout the RFQ process. Assumes (2) coordination meetings.
10	Client Coordination	Participate in coordination meetings and follow-up coordination to assure that the selection process meets the Clients goals and expectations at every phase.
11	Design RFQ Draft	Develop / review the RFQ for Designer selection, meet with Client and provide suggestions/recommendations. Solicit designer interest, create long list of designers, implement RFQ.
12	Manage the RFQ process	To avoid continuous calls, receive all questions and compile them into comprehensive list. Draft responses and/or coordinate with the Client for response. Distribute to all firms.
13	Design RFQ Evaluation	Read and evaluate all RFQ responses. Work with Client to develop approach to evaluation including scoresheet if appropriate. Prepare comparative matrices with data. Coordinate with Client during shortlist process. (Assuming 8 responses for evaluation).
14	Designer Selection RFP Process (Assumes GMP Delivery Method) - <b>Drafting RFP &amp; Attachments</b>	Draft/review RFP for Designer selections; Meet with Client representatives and provide suggestions/recommendations. Refine and finalize RFP including creation of exhibits. Implement RFP.
15	Designer Selection RFP Process (Assumes GMP Delivery Method) - <b>Drafting Agreement</b>	Modify the Design Agreement or develop a contract format that is complementary with the GMP Delivery Method and project RFP. Review with Legal.

Item	Activities	Responsibilities
16	Manage RFP process	Coordinate site visit. To avoid continuous calls, receive all questions and compile them into comprehensive list. Draft responses and/or coordinate with the Client for response. Distribute to all firms.
17	Design RFP Evaluation	Read and evaluate all RFP responses. Work with Client to develop approach to evaluation including scoresheet if appropriate. Prepare comparative matrices with data.
18	Design Consultant Worksessions (Interviews)	Participate as a non-voting member of the selection committee, to maximize effectiveness in contract negotiations.
19	Contract Negotiations	Participate in negotiations of contract terms and prepare Final Agreement for execution. We have assumed a total of 16 hours for this activity. <i>As this effort is difficult to determine, this work shall be tracked separately and billed at actual time spent. (2)</i>
<b>C - Contractor Selection / Negotiations</b>		
20	Client Coordination	Participate in coordination meetings and follow-up coordination to assure that the selection process meets the Clients goals and expectations at every phase.
21	Contractor Selection (Assumes GMP Delivery Method) - <b>RFQ Process</b>	Develop / review the RFQ for contractor selection. Meet with Client and provide suggestions/recommendations. Solicit Contractor interest, create long list of Contractors, implement RFQ.
22	Manage the RFQ process	To avoid continuous calls, receive all questions and compile them into comprehensive list. Draft responses and/or coordinate with the Client for response. Distribute to all firms.
23	Contractor RFQ Evaluation	Read and evaluate all RFQ responses. Work with Client to develop approach to evaluation including scoresheet if appropriate. Prepare comparative matrices with data. Coordinate with Client during shortlist process. (Assuming 8 responses for evaluation).
24	Contractor Selection RFP Process (Assumes GMP Delivery Method) - <b>Drafting RFP &amp; Attachments</b>	Draft/review RFP for Contractor selection; Meet with Client representatives and provide suggestions/recommendations. Refine and finalize RFP including creation of exhibits. Implement RFP.
25	Contractor Selection RFP Process (Assumes GMP Delivery Method) - <b>Drafting Agreement</b>	Modify the Contractor Agreement or develop a contract format that is complementary with the GMP Delivery Method and project RFP. Review with Legal.
26	Manage RFP process	Coordinate site visit. To avoid continuous calls, receive all questions and compile them into comprehensive list. Draft responses and/or coordinate with the Client/Design Team for response. Distribute to all firms.
27	Contractor RFP Evaluation	Read and evaluate all RFP responses. Work with Client to develop approach to evaluation including scoresheet if appropriate. Prepare comparative matrices for all proposal exhibits in an easy to evaluate report. (Assuming 4 proposals for evaluation).
28	Contractor Worksessions (Interviews)	Participate as a non-voting member of the selection committee, to maximize effectiveness in contract negotiations, interviews and follow-up coordination.
29	Contract Negotiations	Participate in negotiations of contract terms and prepare Final Agreement for execution. We have assumed a total of 16 hours for this activity. <i>As this effort is difficult to determine, this work shall be tracked separately and billed at actual time spent. (2)</i>
<b>D - Preconstruction Meetings &amp; Coordination</b>		
30	Design Document Reviews	Review the design documents at each design phase including: Programming/Concept Design, Schematic Design, Design Development and Construction Documents for compliance and clarity of the Client's goals and expectations. Coordinate page-flip reviews with Client as necessary.
31	Conceptual Design Cost Estimate	Concept Level Cost Estimate generated from Concept Drawings. This include detailed breakdowns of all direct and indirect construction costs in a transparent and comprehensive manner. This will use our scope Q&A findings together with an investigative approach on proposed building location, orientation, and system quantity relationships. At this stage, we can also identify project soft costs including AE fees, FFE, legal and bidding costs, testing, inspection, etc.
32	Budget and Schedule Updates	Review the various updates of budgets and schedules at each design phase.
33	Pre-construction Coordination	Participate in regular coordination meetings, tracking documentation, follow-up and overall interface for the development of the details for the project.

Item	Activities	Responsibilities
34	Client Internal Meetings with Key Decision-makers and Committees	Prepare for and attend meetings with the Client and key personnel to discuss key project decisions and direction. Document results of such meetings.
35	VE, scope revisions, subcontractor selection, release authorizations etc.	Work with the project team to evaluate the program, details and constructability to assure the most cost effective and timely approaches to planning, design and construction. Update/confirm the overall project budget at these key milestone points.
36	Finalization of the Final Guaranteed Maximum Price	Work with the Client and Contractor to finalize the Final Guaranteed Maximum Price, including review of cost summary and bids, review and finalization of clarifications, appropriate supporting documentation and drafting/finalizing the amendment to the Contract.
37	Manage the Entitlement Process	Work with Municipalities, Utilities and consultants on behalf of the Client to provide the best solutions for efficient and reasonable approvals. Manage and track process. We have assumed a total of 40 hours for this activity. As this effort is difficult to determine, this work shall be tracked separately and billed at actual time spent. (3)
<b>E - Other Vendor Procurement</b>		
38	Commissioning	Work with Client and project team to develop an approach to commissioning. Issue RFPs, vendor selection and contract negotiation. Coordination of commissioning peer review of drawings.
39	Soils Investigation and Testing & Inspection	Issue RFP's, vendor selection and contract negotiation.

**Phase 3: Construction Services Including Project Closeout**  
**Assumes Phase 3 estimated duration of: 24 Months**

<b>F - Cost / Schedule / Quality Control</b>		
40	Cost Control Management	Establish Cost Control Procedures to be used by Team for the Project. Identify Accounting Process.
41	Schedule Control Management	Establish Schedule Control Procedures to be used by Team for the Project.
42	Quality Control Management	Establish Quality Control Procedures to be used by Team for the Project.
<b>G - Construction Phase</b>		
43	Construction Supervision / Quality Assurance - Quality Control	Project oversight. Work closely with the contractor and designers to be certain that work is installed correctly and efficiently the 1st time. Participate in regular project meetings and review construction status on-site.
44	Owner / Architect-Engineer / Contractor Coordination Meetings	Participate in regular O/A/C meetings, coordination, tracking documentation, and overall coordination of the details for the project.
45	Change Orders	Review, negotiate, track and manage Change Requests and Owner Change Orders.
46	Financial Tracking	Monthly Financial Tracking via the Budget Tracking Log and Contract Tracking Logs. Manage Client's Contingency on a monthly basis.
47	Schedule Tracking	Monthly Schedule Tracking.
48	Monthly Draws	Review GC Pencil copy and other Client invoices. Suggest revisions and review final monthly pay requests.
49	Monthly Progress Report	Provide a monthly progress report for the Client.
50	Contractor Lien Tracking	Track Contractors monthly lien waivers.
51	Follow-up Correspondence	Read and follow-up on correspondence, documentation, questions, and issues throughout the project. Assumes other vendor coordination in this number.
52	Authorities Having Jurisdiction (AHJ) Coordination	Meet with appropriate agencies/AHJs to determine project needs and interface throughout. We have assumed a total of 40 hours for this activity. As this effort is difficult to determine, this work shall be tracked separately and billed at actual time spent. (3)
53	Final Turnover and Close-Out	Final Close-out of Project Documentation. Includes participation in punchlist walkthrough for purposes of coordination.
<b>H - Other Vendors Construction</b>		
54	Testing & Inspection	Coordinate with design team and Contractor on results of Testing & Inspection reports.
<b>I - Other Scope</b>		

Item	Activities	Responsibilities
55	To Be Determined	As Required by Client and P1.

**Phase 4: Entitlement Strategy / Public Engagement / Communication**

**Assumes Phase 4 estimated duration of: 36 Months (running through Phases 1-3)**

J - Entitlement Strategy		
56	Entitlement Strategy	<b>Entitlements:</b> Deliver report outlining entitlement strategy, sequence, timing and content. Report will summarize briefings with staff of City, district and state Authorities Having Jurisdiction, including their contact information for each AHJ and will identify any additional costs that may be required to develop the site, i.e. utility availability, required zoning changes and approval processes.
57	Private Sector Input	<b>Private Sector Input:</b> List private sector targets and summarize feedback on future parcel design; strategy report on City use and marketability. Summary of action items related to entitlement documents and infrastructure coordination based on input from private sector. Determine requirements and develop/support efforts.
K - Public Engagement		
58	Community Engagement and Communication	<b>Public Engagement and Communication:</b> Provide public information, engagement and communication services to continue efforts already put forth by the City and keep community members informed and engaged throughout this three-year design and construction project.

**Proposal Notes:**

- 1 Proposal assumes that services shall begin on April, 2018
- 2 As outside utilities and municipalities/AHJs are outside the control of the Client's Representative and Client, these costs are difficult to determine. This work is noted at reasonable time for such tasks, however, will be tracked separately and billed at actual time spent outside of this proposal.
- 3 Project One reserves the right to discuss revisions to this proposal if the actual scope of services is significantly different than anticipated in this original proposal. Hourly rates are subject to adjustment annually.

Consultant Initial: MJP Client Initial: \_\_\_\_\_



**Northglenn Civic Center Masterplan Phase 1 Implementation  
Northglenn, CO**

**Project One Integrated Services, LLC ("Project One")  
Exhibit B - Amount of Compensation & Rates - SUMMARY  
4/4/2018**

Civic Center Campus Phase 1 Implementation	<u>By Project Phase</u>	<u>Total Fee</u>
	Phase 1: Pre-Design / Team Procurement	\$ 152,903
	Phase 2: Design Phase Management	\$ 176,187
	Phase 3: Construction / Closeout Phase Management	\$ 402,347
	Phase 4: Public Engagement (running through Phases 1 - 3)	\$ 150,544
	<b>Total (39 months assumed):</b>	<b>\$ 881,980</b>
	<b>Total Avg. Monthly Rate (39 months assumed)</b>	<b>\$ 22,615</b>



Date: April 04, 2018

**“EXHIBIT B – Amount of Compensation & Rates”  
To Agreement for Professional Services  
Between  
Project One Integrated Services, LLC and The City of Northglenn**

**1. FEE SCHEDULE:**

a. The billing rates for Services provided for this Project by Consultant are as follows:

Program/Project Management

- Principal \$200.00/hour
- Project Director \$182.00/hour
- Sr. Project Manager \$168.00/hour
- Project Manager \$142.00/hour
- Asst. Project Manager \$118.00/hour
- Project Coordinator \$101.00/hour
- Administrative Support \$ 60.00/hour
- Contracts Principal \$273.00/hour
- Contracts Director \$182.00/hour
- Contract Support \$158.00/hour

Cost Management

- Managing Principal/Vice President \$250.00/hour
- Managing Director/Director/Reg. Director \$210.00/hour
- Associate Director \$185.00/hour
- Senior Cost Manager \$175.00/hour
- Cost Manager \$160.00/hour
- Assistant Cost Manager/Estimating Tech/Intern \$115.00/hour

- b. Billing rates will be applied to time spent working directly on the Project and will include travel time to and from meetings and/or Project jobsite.
- c. Consultant retains the right to reasonably increase these billing rates and expenses annually at the beginning of each year. Client agrees to not withhold its approval of such reasonable increases.

**2. SCOPE OF SERVICES:**

The Scope of Services will be outlined in the Agreement for Professional Services.

**3. REIMBURSABLE EXPENSES:**

- a. Subconsultants and Reimbursable Expenses provided through the Consultant shall be actual costs plus a mark-up of ten percent (10%).
- b. Included in Consultant’s fee structure are standard overhead costs and supplies. Client will compensate Consultant for reimbursable expenses required beyond standard overhead costs and supply expenses, which are considered standard for these consulting services. The following are considered examples of expenses beyond our standard scope:
  - 1. Professional Liability Insurance. If Client requires Consultant to provide this coverage it will be provided at actual cost to the Consultant without mark-up.

Consultant Initial: MSJ Client Initial: \_\_\_\_\_



2. Out-of-region travel, beyond a 50 mile radius of Consultant's office.
3. Excessive copies of lengthy reports, memos, drawings, and/or correspondence.
4. Excessive office supplies, postage or long distance charges.
5. Project specific requirements not typically included in Consultant's regular tools for services. Such items may include, but are not limited to, software, hardware, and equipment not currently being used by Consultant, or manuals, books or standards required by specific municipalities or outside agencies involved with a specific project.
6. Any direct and specific expenses required to provide services.

4. **TAXES:**

Consultant is responsible to pay all applicable taxes as related to this Agreement. Payment of each invoice is considered full payment for services rendered and Client is not liable for any taxes, dues, etc. beyond the amount invoiced.

Consultant Initial: MJP      Client Initial: \_\_\_\_\_  
Date: 1/4/18      Date: \_\_\_\_\_

**-End of "Exhibit B"-**

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

FROM: Project ONE Integrated Services, LLC  
(Prospective Consultant)

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

Project Name Civic Center Master PLAN - Phase I Implementation

Bid Number N/A 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 4<sup>th</sup> day of APRIL, 2018.

Prospective Consultant Project ONE Integrated Services, LLC

By: Michael J Palment

Title: Sr. Vice President

### NO EMPLOYEE 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, Michael Palumbo, am an owner/member/shareholder of Project One Integrated Services 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, Michael Palumbo, 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.*

Michael J Palumbo  
Signature

4-4-2018  
Date

**DEPARTMENT PROGRAM AFFIDAVIT**

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

I, Michael Palumbo, 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.

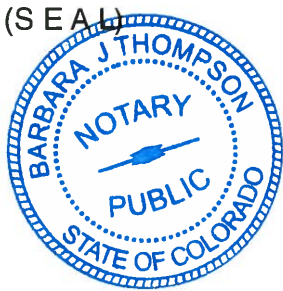
Michael J Palumbo  
Consultant Signature

4-4-2018  
Date

STATE OF COLORADO )  
  ) ss.  
COUNTY OF Arapahoe )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 4th day of April, 2018, by Michael Palumbo as Sr. Vice President of Project One Integrated Services, LLC.

My commission expires: 07-29-19



Barbara J. Thompson  
Notary Public