



**PUBLIC WORKS DEPARTMENT
MEMORANDUM # 2016 - 31**

DATE: May 9, 2016
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: James A. Hayes, AICP, City Manager 
David H. Willett, Director of Public Works 
SUBJECT: **Council Resolution #52**
Pavement Condition Assessment

BACKGROUND

In 2013 City Staff completed the pavement condition index (PCI) survey of all public roadways in the City of Northglenn. The PCI is completed every three years (CR-98, Series of 2006). To complete this task in the 2016 calendar year, staff solicited proposals from independent firms qualified to complete the survey. Using an independent firm to conduct the pavement condition index will produce a more uniform and consistent ranking among all streets and assist staff to make future recommendations for pavement maintenance.

On February 3, 2016, the City issued a Request for Proposal (RFP) for the completion of the PCI survey. On February 17th, eleven (11) people attended the mandatory pre-bid meeting. On March 17th one (1) proposal was received from the perspective bidders. Based on the review of information submitted it was determined that IMS Infrastructure Management Services LLC was the lowest responsible bidder in the amount of \$34,954.00.

BUDGET IMPLICATIONS

Work completed under this contract will be expensed to the General Fund (ADCOT), Capital Improvement Program/Residential Streets Account.

Appropriation	\$ 825,000
Residential Street Program w/Contingency	(\$ 518,067)
Pavement Condition Assessment	(\$ 34,954)
Contingency (10%)	(\$ 3,495)
Remaining CIP Funding (earmarked for 104 th Mill and Overlay)	\$ 268,484

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would:

1. Authorize the Mayor to execute a contract between the City of Northglenn and **IMS Infrastructure Maintenance Services, LLC**, for the **Pavement Condition Assessment** in the amount of **\$34,954.00**; and
2. Authorize the City Manager, on behalf of the City, to approve changes in the scope of work and execute relevant change orders up to the approved expenditure limit of **\$38,449.00**.

Staff recommends approval of this Resolution.

STAFF REFERENCE

Kent Kisselman, PE, Engineering Manager
Gregory Yanker, PE, Lead Engineer

kkisselman@northglenn.org 303.450.4005
gyanker@northglenn.org 303.450.8780

ATTACHMENTS

- Resolution
- Professional Services Agreement
- Bid Tab
- CR – 98, Series 2006



CITY OF NORTHGLENN
FORMAL BID SUMMARY

BID NUMBER: RFP - 2016- 005

BID NAME: Pavement Condition Assessment

DEPARTMENT: Public Works

	IMS Infrastructure management services, LLC				
	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
DATE DUE: 03/17/2016	DATE: 3/15/16	DATE:	DATE:	DATE:	DATE:
TIME: 2:00 p.m. MST	TIME: 1:00 pm	TIME:	TIME:	TIME:	TIME:
Addendum 1	Yes				
Addendum 2	Yes				

Betty Mohr
FINANCE DEPARTMENT

David Andrews
CITY CLERK'S OFFICE

3/17/16
DATE

SPONSORED BY: COUNCIL MEMBERS CLYNE, LINDSEY & PAIZ

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-98
Series of 2006

06-92
Series of 2006

A RESOLUTION TO MAINTAIN THE CITY OF NORTHGLENN STREET SYSTEM AT A RATING OF SEVENTY (70) OR BETTER ON THE PAVEMENT CONDITION INDEX RATING SCALE.

WHEREAS, the cost of rehabilitation and reconstruction is approximately fourteen (14) times as much as pavement preservation projects per lane mile over the life of a project; and

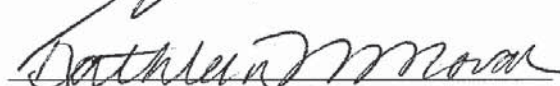
WHEREAS, for every dollar spent on preventive maintenance, between \$4 and \$14 are saved in rehabilitation.

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

Section 1. The City Council directs that the City of Northglenn street system in its entirety be maintained at an average rating of seventy (70) or better on the Pavement Condition Index Rating Scale in accordance with the then current version of ASTM Standard No. D 6433 using the PAVER system or a comparable pavement condition rating system.

Section 2. The City Council further directs that the street condition be assessed every three (3) years using the PAVER system or a comparable pavement condition rating system.

DATED at Northglenn, Colorado, this 27th day of July, 2006.


KATHLEEN M. NOVAK
Mayor

ATTEST:


DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:


COREY Y. HOFFMANN
City Attorney

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-52
Series of 2016

Series of 2016

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC FOR A PAVEMENT CONDITION ASSESSMENT

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 IMS Infrastructure Management Services, LLC, attached hereto, in an amount of \$34,954.00 with a ten percent (10%) contingency of \$3,495.00 for a total amount not to exceed \$38,449.00 for a Pavement Condition Assessment 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 _____, 2016.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and IMS Infrastructure Management 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 Thirty Four Thousand Nine Hundred Fifty Four Dollars(\$34,954.00). 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. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

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

City of Northglenn
Attn: Terrie Pineda
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

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

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat., §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

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

XII. TERMINATION

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

XIII. CONFLICT OF INTEREST

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

XIV. VENUE

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

XV. INDEPENDENT CONTRACTOR

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

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

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

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

XIX. NOTICE

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

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

Consultant: IMS Infrastructure Management Services LLC
 1820 W. Drake Drive, Suite 108
 Tempe, AZ 85283

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

FROM: IMS Infrastructure Management Services, LLC
(Prospective Consultant)

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

Project Name Pavement Condition Assessment

Bid Number RFP 2016-005

Project No. 2016-040

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 25th day of March, 2016.

Prospective Consultant 

By: Stephen Smith

Title: Member/Manager

DEPARTMENT PROGRAM AFFIDAVIT

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

I, Stephen Smith, 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.

[Signature]
Consultant Signature

03-23-16
Date

STATE OF Arizona)
~~COLORADO~~) ss.
COUNTY OF Maricopa)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 28th day of March, 2016, by Stephen J. Smith as Member/Manager of IMS Infrastructure Management Services, LLC.

My commission expires:



[Signature]
Notary Public



EXHIBITA – SCOPE OF SERVICES

I. INTRODUCTION

The City of Northglenn (City) is seeking proposals from qualified firms (Consultants) to provide a pavement condition assessment of the street network throughout the City of Northglenn and data input into its Pavement Management System (PMS). The City currently uses PAVER developed by Colorado State University as its Pavement Management System.

The City is required to evaluate the pavement condition of the street network every three years. The pavement condition assessment is then utilized in the planning efforts of the City to determine treatments and prioritization and tracking of effectiveness of previous treatments.

In the past internal staff has conducted the site assessments of the pavements utilizing the ASTM D6433 method and the PAVER program for reporting. The City street network consists of approximately 102 miles of HUT eligible streets.

A sample agreement has been attached for the consultant to review prior to submitting a proposal. The City will not negotiate the contract after the bid submittal has been made.

To complete these objectives the City will require the following services:

- A. Project Reconnaissance and Document Review
- B. Existing Conditions Analysis
- C. Condition Assessment Reporting

II. SCOPE OF SERVICES

A. Project Reconnaissance and Document Review

- Review of existing condition assessment database and familiarize staff with the total scope of work.
- Review and updates to program database and familiarize staff with field inspections.
- Development of general information package prior to field work being conducted so field and office staff have a general knowledge of answering citizen questions and concerns.

B. Existing Conditions Analysis

- Survey the entire street network within the City using ASTM D6433 standards for distress level survey for upload into pavement management system. Field staff shall be qualified in the assessment of pavement.
- Consultant shall conduct QA/QC measures on field staff weekly to ensure proper reporting of pavement conditions.
- Input of existing conditions assessment into Pavement Management System.

C. Condition Assessment Reporting

- The consultant shall supply the City with a revised condition assessment database utilizing the existing GIS network. Network and database will be provided to successful consultant.
- The consultant shall prioritize locations for street maintenance and rehabilitation based on the pavement condition index. Information to be presented in list format and mapping.
- The consultant shall list and determine the type of treatment recommendations for each street below the minimum threshold of 70 as required by city code.

- Database information, mapping, and reports to be delivered to the City at the completion of the program.
- All information must be submitted to the City as a final deliverable no later than November 7, 2016.

III. PROPOSAL FORMAT AND CONTENT

The Consultant shall submit one (1) hard copy of the final proposal along with a CD that contains the proposal in PDF format. Each of the required services shall be itemized and specifically addressed in the proposal. Each scope of work shall be elaborated on how specifically the consultant shall approach each component.

The proposal is not intended to be an expansive or elaborate document. City staff will expect the proposal to be thoughtfully composed and easy to understand. The body of the proposal shall be no more than ten (10) pages, not including cover letter, current rate sheets, and resumes. The rate sheets and resumes shall be placed in the appendix.

The proposal shall include the following items:

- ✦ **Project Team and Executive Summary** – Identify all key personal assigned to this contract. Delineate the specific role for each key personal assigned to this project. Describe your firm’s area of expertise and experience with similar assignments specific to pavement assessments.
- ✦ **Program and Project Management** – Provide a detailed description on how your firm manages budget and cost and who will be involved in the contract. Provide a work plan and schedule that meet the requirements of scope of work. Include a critical path schedule identifying milestones in the scope and decisions that the City will need to engage and give direction.
- ✦ **Project Description and References** – Provide a detailed description of two (2) similar pavement assessments completed within the last ten (10) years. Provide professional references and contact information for the projects selected. Identify the project role and responsibility of your professional references. What and how was the results received by the client and was the client satisfied with the overall work product?
- ✦ **Proposal Fee Estimate/Scope of Services and Rate Sheet** – The consultant, at minimum, shall include a detailed proposal estimate/fee encompassing all charges (time, materials, overhead, and mark-up) to accomplish the scope of services described and include a 2016 standard hourly rate sheet in the appendix of the proposal.

IV. PROPOSAL EVALUATION – BASIS OF AWARD

Selection of consultant shall not be based solely on fees alone. The City reserves the right to award based on proposals alone without a short list and interview process.

Each proposal will be scored on a qualitative and quantitative approach. Each proposal will be reviewed for completeness and overall clarity in the information presented.

Consultant shall review the PSA agreement during the RFP process. The City will not negotiate the contract after a proposal has been made.



4.0 PROPOSAL FEE ESTIMATE

Detailed Fee Schedule

The project will be completed using a combination of unit rate based tasks activities and lump sum activities. The spreadsheet presented below is based on the IMS work plan and deliverables. It represents a realistic budget to complete the work, and we are confident we can maintain an on-time, on-budget approach to the assignment.

Task Description	Labor Effort					Expenses					Contract Rates for Invoicing				
	Principal, Sr. Engineer	Intermediate Eng., Data Analyst	Jr. Eng, Sr. Tech, Crew Chief	Technologist, Admin	Total Labor	Airfare	Per Diem	RST Charges	Mileage	Sub & Misc. Fee	Task Total	Quantity	Units	Unit Rate	Total
City of Northglenn, CO															
2018 Pavement Management Services Update															
Project Initiation															
1 Project Initiation	4	12	5	13	2165	1	2		35	835	3000	1	LS	3,000.00	\$3,000.00
2 Network Referencing & GIS Linkage			3		1740					0	1740	116	T-Mi	15.00	\$1,740.00
Field Surveys															
3 Mobilization/Calibration			8	16	2160	3	3	300	90	840	3000	1	LS	3,000.00	\$3,000.00
4 RST Field Data Collection			40	80	10800	3	2	60	450	1950	12760	116	T-Mi	110.00	\$12,760.00
Data Management															
5 Data QA/QC, Processing, & Formatting	1		20		2140				180	180	2320	116	T-Mi	20.00	\$2,320.00
6 MicroPAVER Pavement Condition Data Load	1	15	5		2440				60	60	2500	1	LS	2,500.00	\$2,500.00
7 Pavement Analysis and Report	32	12	11	4	7360				140	140	7500	1	LS	7,500.00	\$7,500.00
8 Project Management	6	4	3	5	2045				89	89	2134	1	LS	2,134.00	\$2,134.00
														Project Sub-Total:	\$34,964.00
Optional Service Items and Activities															
9 Collection of Digital Images @ 25 Foot Intervals (Per View)												116	T-Mi	\$20.00	\$2,320.00
10 Right-of-Way Asset Data Collection (GIS & Configuration)												116	T-Mi	\$20.00	\$2,320.00
10a Sign & Support Database & Development												116	T-Mi	\$100.00	\$11,600.00
10b Sidewalk Database Development												116	T-Mi	\$45.00	\$5,220.00
10c ADA Ramp Database Development												116	T-Mi	\$60.00	\$6,960.00
10d Curb & Gutter Database Development												116	T-Mi	\$50.00	\$5,800.00
11 Dynaflect Mobilization												1	LS	\$3,000.00	\$3,000.00
12 Deflection Testing - Dynaflect												28	T-Mi	\$150.00	\$4,200.00
13 Final Council Presentation												1	LS	\$3,500.00	\$3,500.00

EXHIBIT B - AMOUNT OF COMPENSATION

STAFF HOURLY RATES

The rates below represent the current staff hourly rates for the IMS team. These rates will be valid throughout the duration of the contract.

<u>Role</u>	<u>Staff</u>	<u>Unit Rate</u>
Project Principal/Manager	S. Smith	140.00
Project Engineer III	D. Butler	120.00
Project Engineer II	M. Shaeffer	100.00
Project Engineer I	D. Bratton, R. Barkman	75.00
Staff Professional III	A. Sadowsky	100.00
Staff Professional II	J. Tourek	85.00
Staff Professional I	D. White	65.00
Project Technician III	J. Day, M. Powell	80.00
Project Technician I	A. Butler, J. Flint	55.00
Administration II	A. Davis, M. Smith	50.00
RST Operator III	K. McCourt, D. McAlister	65.00
RST Operator II	V. Lopez, S. Berdine	55.00
RST Operator I	M. Holmes, R. Peeters	45.00
Expenses		Cost + 10%