

**PUBLIC WORKS DEPARTMENT MEMORANDUM  
#15-2019**

**DATE:** April 22, 2019  
**TO:** Honorable Mayor Carol Dodge and City Council Members  
**THROUGH:** Heather Geyer, City Manager *hmg*  
**FROM:** Kent Kisselman, PE – Director of Public Works *KK*  
Matt Wiederspahn, PE – Engineering Manager  
**SUBJECT:** CR-41 – Public Right-of-Way Standards and Specifications Update

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**PURPOSE**

City Council is considering CR-41, a resolution to approve a contract for the Public Right-of-Way Standards and Specifications Update.

**BACKGROUND**

The current City of Northglenn Standards and Specifications are over 10 years old. Throughout the years, staff has updated various items but many of the detail sheets are no longer applicable and multiple sections within the standards need to be updated to current engineering and general practices, as well as adding sections reflecting new federal and state regulations.

On February 2, 2019, the City issued a Request for Proposal (RFP 2019-003) for qualified consulting engineering firms to assist in the update of the City's Public Right-of-Way Standards and Specifications. On March 6<sup>th</sup>, the City accepted proposals from one consultant with a fee of \$118,513.00. Based on the review of information submitted, staff determined the scope of work is well within Ultieg capabilities of performing the work as requested in the RFP.

**STAFF RECOMMENDATION**

Attached to this memorandum is CR-41, a Resolution that, if approved, would authorize the Mayor to execute an agreement between the City of Northglenn and Ultieg for the Public Right-of-Way Standards and Specification Update contract in an amount not to exceed \$118,513.00. Staff recommends approval of Resolution CR-41.

**BUDGET/ TIME IMPLICATIONS**

Work performed under this contract will be expensed to the Engineering – Professional Services account. Total budget amount for 2019 is \$120,000.

2019 Budget Appropriation	\$120,000.00
Ultieg	(\$118,513.00)
Remaining	\$1,487.00

**STAFF REFERENCE**

If Council members have any comments or questions they may contact Kent Kisselman at [kkisselman@northglenn.org](mailto:kkisselman@northglenn.org) or 303.450.4005.

**ATTACHMENTS**

1. Bid Summary

CR-41 – Public Right-of-Way Standards and Specifications Update  
Public Right-of-Way Standards and Specifications Update Contract



CITY OF NORTHGLENN  
FORMAL BID SUMMARY

BID NUMBER: RFP 2019 - 003  
 BID NAME: Public Right-of-Way Standards and Specifications Update  
 DEPARTMENT: Public Works

	Witeig				
	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
DATE DUE: 3/06/19	DATE: 3/6/19	DATE:	DATE:	DATE:	DATE:
TIME: 2:00 p.m. MST	TIME: 12:57pm	TIME:	TIME:	TIME:	TIME:
Addendum 1	No				



*V. Joann Koenig*  
 Finance Department

*Mike Andrews*  
 City's Clerk's Office

3/6/19  
 Date

SPONSORED BY: MAYOR DODGE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-41  
Series of 2019

\_\_\_\_\_  
Series of 2019

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ULTEIG FOR THE PUBLIC RIGHT-OF-WAY STANDARDS AND SPECIFICATIONS UPDATE PROJECT

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

Section 1. The Professional Services Agreement between the City of Northglenn and Ulteig, attached hereto, in an amount not to exceed \$118,513.00 for the Public Right-of-Way Standards and Specifications Update Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
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 Ulteig (hereinafter referred to as "Contractor").

**RECITALS:**

A. The City requires professional services.

B. Contractor 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 Contractor shall provide to the City, professional consulting services for the Project.

**I. SCOPE OF SERVICES**

Contractor 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 Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor 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 Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

**III. OWNERSHIP OF WORK PRODUCT**

The City acknowledges that the Contractor'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 Contractor, the City shall pay Contractor an amount not to exceed one hundred eighteen thousand five hundred thirteen dollars (\$118,513). 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 Contractor in performing all services hereunder.

B. Contractor 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 Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor 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 Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor 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 Contractor 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, Contractor 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, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor 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 Contractor's certification that services required herein by Contractor 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, Contractor 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 Contractor 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 Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

## **VII. PROFESSIONAL RESPONSIBILITY**

A. Contractor 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 Contractor 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. Contractor 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 Contractor under this Agreement. Contractor 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 Contractor 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 Contractor 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, Contractor 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 Contractor 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. Contractor 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 Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Contractor 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. Contractor 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 Contractor 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, Contractor shall:

a. Notify the subcontractor and the City within three (3) days that Contractor 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 Contractor 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.** Contractor 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 Contractor is complying with the terms of this Agreement.

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

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor 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 Contractor 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 Contractor, 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 Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor 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 Contractor 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 Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor 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:** Contractor 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 Contractor 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. Contractor 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 Contractor 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 City 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. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by Contractor pursuant to Section IX. above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX above, by reason of its failure to obtain or maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained 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 the Contractor 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 law for any employee engaged in the performance of the work under this Contract, and Employers 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 on projects over \$1,000,000 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 Contractors as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. 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. Contractor 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 Contractor'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 Contractor'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 Contractor 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 Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor 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 Contractor 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 Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor 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 Contractor.

**XIII. CONFLICT OF INTEREST**

The Contractor 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**

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor 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 Contractor 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 Contractor 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

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CITY OF NORTHGLENN, COLORADO

By: \_\_\_\_\_  
Name Date

Carol A. Dodge  
Print Name

Mayor

Title

ATTEST:

\_\_\_\_\_  
Johanna Small, CMC Date  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann Date  
City Attorney

CONTRACTOR:  
By: *[Signature]*

AARON LAINGER  
Print Name

MARKET DIRECTOR 4/8/19

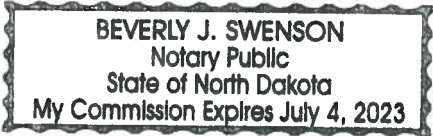
Title Date

ATTEST:

By: *[Signature]*

Beverly J Swenson  
Print Name

Notary 4/8/19  
Title Date



## WORK PLAN & PROJECT CONTROL

Upon authorization to proceed, Ulteig will conduct a kick-off meeting with City staff to discuss the project objectives and clarify the scope of work required and overall process. Expectations and deliverables from Ulteig will be established, along with specific services and information needed from City staff as the project progresses. Measurable deliverables and progress progression dates will be established up front and modified as needed as the project progresses forward. These may include the following:

1. Establishing regular contact intervals with City staff, including bi-weekly conference calls and face to face meetings (including workshops with City staff) as needed. At this time, a total of three workshops are anticipated, and shall include the preparation of meeting agendas and minutes. Project progress summary updates will be provided at each contact interval, including measurable deliverables.
2. Review and required approval measures for each Chapter update will be identified, including required formal approvals of the City Council (as needed) and approval/concurrence by other stakeholders as may be needed, such as other City Departments, and other agencies.
3. It is expected that specific Section updates will be completed as the project progresses. Upon completion of the project, Ulteig will provide final deliverables as follows:
  - a. A complete Public Right of Way Standards and Specifications document, with Chapters in a word format. The documents shall also be provided in electronic format (AUTOCAD with the City's Logo) and CAD files of all drawings.

### SPECIAL CONSIDERATIONS

**Establishment of the Project Team and Points of Contact:** Upon a Notice to Proceed, Ulteig will schedule a kick-off meeting with the City of Northglenn. At this meeting, communication protocols, and points of contact for both Ulteig and the City shall be established. It is understood that depending on the nature of specific standard revision requirements, participation and input from City staff may range from a few to others outside of the Public Works Department. For example, many standards and construction within the Public Right of Way can often interface with work on adjacent private property, thus resulting in gaps or areas of uncertainty might require input from the City's Building Department. At a minimum, a core project management team consisting of the Ulteig project manager and a Public Works Department point of contact will be established to ensure that communication and process are followed in a timely and efficient manner.

**Engagement of Stakeholders:** It is recognized that depending on the specifics and/or complexity of a specification or Code, the input and discussion needed may be internal only to the City of Northglenn or could involve CDOT and/or other agencies and stakeholders. As part of the project process and as part of the regularly scheduled update meetings, the appropriate and needed stakeholders for input will be identified, contacted, and followed up with in a timely manner.

**Prioritization of Specification Revisions:** As stated previously, the City's Standard Right of Way Specifications have not received a comprehensive update since 2001. Some sections have been periodically updated as needed since then. As part of the initial kick-off meeting and establishment of the project process and schedule

moving forward, Ulteig will work with City Staff to establish immediate and longer-term needs for updates and revisions. For example, more immediate measures needed to address current issues and challenges (such as existing work in the right of way by Contractors for example) may need to be addressed as soon as possible to mitigate current issues. Other updates that may be required but are not necessarily as time critical from a staff resource standpoint might consider addressing later in the process; such as revisions requiring input from CDOT and other agencies that may require more review time and/or may not be as critical in the short term. The Ulteig team will work directly with City staff to understand more urgent critical needs and also identify those Specifications and standards that have been revised more recently.

**Identifying Specific Code Revisions as Follows:** In addition to assisting the City in establishing a priority inventory and list based on existing critical needs and resources, the Ulteig team will also work with staff to prioritize based on the following:

*Mandated Requirements (State, Federal, City Code, etc.).* These could include ADA related standards, underground utility location requirements, etc.

*Recommended Revisions (Minimum (base) compliance vs. expanded revisions)* – These may include standards with recommended updates such as street width and cross section standards, right of way construction and permitting, etc., along with standards that will assist developers, contractors, and other stakeholders in maintaining compliance.



**Prioritization, Including Time-Frames, Cost, and Tracking:** The Ulteig team will work with the City to establish a spreadsheet that will list specific revision tasks, prioritization, a schedule, and stakeholder input as required.

**Legal and Technical Writing:** Ulteig staff will assist in identifying and resolving technical issues that may require legal review and concurrence, and work with the City Attorney and other legal resources such as the Colorado Municipal League (CML) to assure compliance in accordance with State and/or other requirements. Ulteig will also utilize an internal Technical Editor with the company as needed to provide additional assistance in making sure technical language is clear, concise, and meets necessary standards.

**Implementation in Operations and Daily Business including Customer Service:** An essential goal and end result of this project will be to provide an updated set of Public Right of Way Standards and Specifications that will make business smoother and more cost effective and efficient for both the City and the City's stakeholders. This will include the Public Works Engineering and Operations staff whose day to day activities are often directly related to these Specifications, and for outside contractors, designers, developers, and private utilities who utilize the public right of way. An end product that will provide clarity, consistency, and clear direction for everyone will result in fewer challenges and issues for all, and enhance work efficiency and overall reduction of time and cost. The elimination of conflicts and any redundancies will also be a significant benefit from this project.

**Long Term Considerations:** In any endeavor like this project, it is expected that technological advancements, regulatory, legal, and other changes will occur over the next 5 – 20 years and beyond. As part of the Standards and Specifications update, the Ulteig team will work with staff to anticipate and prepare for the future (as much as can be known at this time) and identify possible flexibilities for changes needed in the future if and when they should occur.

**Maintaining Project Schedule and Avoiding Scope Creep:** Through decades of experience with similar projects, Ulteig has established an effective internal protocol and process through project management training and software tools to avoid scope creep. As the project team members selected for this project with the City of Northglenn have extensive work experience, both as public employees and serving the public, the Ulteig team is especially sensitive to scope creep and maintaining agreed schedules and budgets. Ulteig's internal process includes regular written updates to clients that describe progress to date, relation to the project schedule, and overall project budget itemized by task and reflected in monthly billings. Regular project management training and the consistent monitoring and tracking with the Company's Vision software provides additional back-up and secondary support to the project management staff to assure compliance with schedule and budget.

ID	Task Name	Duration	Start	Finish	Predecessors	City of Northglenn Public Right-of-Way Standards and Specifications UPDATE
0	City of Northglenn Public ROW Standards & Specifications	188 days	Wed 3/6/19	Fri 11/22/19		3/6 RFP Closing Date
1	RFP Closing Date	0 days	Wed 3/6/19	Wed 3/6/19		4/8 Recommend Award of Design Contract
2	Recommend Award of Design Contract	0 days	Mon 4/8/19	Mon 4/8/19 1		4/8 Contracting
3	Contracting	15 days	Mon 4/8/19	Fri 4/26/19 2		4/26 Notice to Proceed
4	Notice to Proceed	0 days	Fri 4/26/19	Fri 4/26/19 3		5/6 Project Kick-Off Meeting
5	Project Kick-Off Meeting	1 day	Mon 5/6/19	Mon 5/6/19 4FS+5 days		5/7 Bi-Weekly Meetings
6	Bi-Weekly Meetings	30 days	Tue 5/7/19	Mon 6/17/19 5		5/7 Data Collection & Research
7	Data Collection & Research	40 days	Tue 5/7/19	Mon 7/1/19		5/7 Stakeholder Coordination & Engagement
8	Stakeholder Coordination & Engagement	10 days	Tue 5/7/19	Mon 5/20/19 5		5/7 Existing Document Research
9	Existing Document Research	20 days	Tue 5/7/19	Mon 6/2/19 5		6/4 Mandated Code Revision Research
10	Mandated Code Revision Research	20 days	Tue 6/4/19	Mon 7/1/19 9		7/2 First Draft
11	First Draft	36 days	Tue 7/2/19	Tue 8/20/19		7/2 Technical Writing
12	Technical Writing	15 days	Tue 7/2/19	Mon 7/22/19 10		7/4 CAD Design
13	CAD Design	10 days	Thu 7/4/19	Wed 7/17/19 12SS+2 days		7/4 Prepare First Drafts
14	Prepare First Drafts	10 days	Tue 7/23/19	Mon 8/5/19 13, 12		7/23 Prepare First Drafts
15	Submit First Drafts	0 days	Mon 8/5/19	Mon 8/5/19 14		8/5 Submit First Drafts
16	City of Northglenn Review Period	10 days	Tue 8/6/19	Mon 8/19/19 15		8/6 City of Northglenn Review Period
17	First Draft Workshop with City of Northglenn	1 day	Tue 8/20/19	Tue 8/20/19 16		8/20 First Draft Workshop with City of Northglenn
18	Second Draft	33 days	Wed 8/21/19	Fri 10/4/19		8/21 Second Draft
19	Incorporate First Draft Comments	10 days	Wed 8/21/19	Tue 9/2/19 17		8/21 Incorporate First Draft Comments
20	CAD Design	10 days	Fri 8/23/19	Thu 9/5/19 19SS+2 days		8/23 CAD Design
21	Prepare First Drafts	10 days	Fri 9/6/19	Thu 9/19/19 20, 19		9/6 Prepare First Drafts
22	Submit First Drafts	0 days	Thu 9/19/19	Thu 9/19/19 21		9/19 Submit First Drafts
23	City of Northglenn Review Period	10 days	Fri 9/20/19	Thu 10/3/19 22		9/20 City of Northglenn Review Period
24	Second Draft Workshop with City of Northglenn	1 day	Fri 10/4/19	Fri 10/4/19 23		10/4 Second Draft Workshop with City of Northglenn
25	Final Report	35 days	Mon 10/7/19	Fri 11/22/19		10/7 Final Report
26	Incorporate Second Draft Comments	10 days	Mon 10/7/19	Fri 10/18/19 24		10/7 Incorporate Second Draft Comments
27	CAD Design	10 days	Wed 10/9/19	Tue 10/22/19 26SS+2 days		10/9 CAD Design
28	Prepare First Drafts	10 days	Wed 10/23/19	Tue 11/5/19 26, 27		10/23 Prepare First Drafts
29	Submit First Drafts	0 days	Tue 11/5/19	Tue 11/5/19 28		11/5 Submit First Drafts
30	City of Northglenn Review Period	10 days	Wed 11/6/19	Tue 11/19/19 29		11/6 City of Northglenn Review Period
31	Final Report Workshop with City of Northglenn	1 day	Wed 11/20/19	Wed 11/20/19 30		11/20 Final Report Workshop with City of Northglenn
32	Incorporate Final Review Comments	2 days	Thu 11/21/19	Fri 11/22/19 31		11/21 Incorporate Final Review Comments
33	Submit Final Reports	0 days	Fri 11/22/19	Fri 11/22/19 32		11/22 Submit Final Reports

Project: City of Northglenn Public ROW  
Date: Mon 3/4/19
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	Task
	Milestone
	Summary
	Rolled Up Task
	Rolled Up Milestone

	Rolled Up Progress
	Split
	External Tasks
	Project Summary
	Group By Summary

	Manual Summary
	Start-only
	Finish-only
	External Milestone

	Inactive Milestone
	Inactive Summary
	Manual Task
	Duration-only
	Manual Summary Rollup

	Critical
	Critical Split
	Progress



PROPOSAL FEE & RATES



CITY OF NORTHGLENN PUBLIC ROW STANDARDS & SPECS  
ULTEIG FEE ESTIMATE

PROJECT PHASES & TASKS			ULTEIG ENGINEERS - STAFFING AND ESTIMATED HOURS								TOTAL HOURS	TOTAL COST	
TASK DESCRIPTION			Accounting Project Manager - Rene Phillipot	Senior Engineer - Scott Brink	Senior Engineer - Rebecca Berner	Senior Engineer - Andi Schmid	Lead Engineer - Ancy Casamento	Senior Engineer - Clark Roberts	Senior Engineer - Bob Smith	Senior Engineer - Luke Arnold	Senior Engineering Technician - Doug Johnson		
Phase	Task Name	Hourly Rate	\$160	\$185	\$185	\$165	\$165	\$185	\$164	\$185	\$129		
<b>1.0</b>	<b>PROJECT MANAGEMENT &amp; COORDINATION</b>												
1.01	Progress Reports, Communication, & Billing		16	4	8							28	\$4,780
1.02	City & Agency Coordination			4	8							12	\$2,220
1.03	Project Kick-Off Meeting			2	2							4	\$740
1.04	Project Management & Internal Team Coordination		4	8	8	8	8	8	8	8	8	68	\$11,544
1.05	QA/QC Review				4	8						12	\$2,060
	<b>Subtotal</b>		<b>20</b>	<b>18</b>	<b>30</b>	<b>16</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>124</b>	<b>\$21,344</b>
<b>2.0</b>	<b>DATA COLLECTION &amp; RESEARCH</b>												
2.01	Stakeholder Engagement			2	8	2	2					14	\$2,510
2.02	Existing Document Research			2	16	4	4	4	4	4		38	\$6,786
2.03	Mandated Code Revision Research			2	16	4	4	4	4	4		38	\$6,786
	<b>Subtotal</b>		<b>0</b>	<b>6</b>	<b>40</b>	<b>10</b>	<b>10</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>90</b>	<b>\$16,082</b>
<b>3.0</b>	<b>FIRST DRAFT</b>												
3.01	Technical Writing				40	16	16	16	16	16		120	\$21,224
3.02	Standard Detail Development				4		4			8	48	64	\$9,072
3.03	Prepare First Drafts				40							40	\$7,400
3.04	First Draft Workshop			2	8	2						12	\$2,180
	<b>Subtotal</b>		<b>0</b>	<b>2</b>	<b>92</b>	<b>18</b>	<b>20</b>	<b>16</b>	<b>16</b>	<b>24</b>	<b>48</b>	<b>236</b>	<b>\$39,876</b>
<b>4.0</b>	<b>SECOND DRAFT</b>												
4.01	Incorporate First Draft Comments				24	4	4	4	4	4		44	\$7,896
4.02	Standard Detail Development				4		4			8	32	48	\$7,008
4.03	Prepare Second Drafts				16							16	\$2,960
4.04	Second Draft Workshop			2	8	2						12	\$2,180
	<b>Subtotal</b>		<b>0</b>	<b>2</b>	<b>52</b>	<b>6</b>	<b>8</b>	<b>4</b>	<b>4</b>	<b>12</b>	<b>32</b>	<b>120</b>	<b>\$20,044</b>
<b>5.0</b>	<b>FINAL DRAFT</b>												
5.01	Incorporate Second Draft Comments				24	4	4	4	4	4		44	\$7,896
5.02	Standard Detail Development				4		4			8	16	32	\$4,944
5.03	Prepare Final Drafts				16							16	\$2,960
5.04	Final Draft Workshop			2	8	2						12	\$2,180
5.05	Incorporate Final Review Comments				4	4					8	16	\$2,432
5.06	Prepare and Submit Final Report				2							2	\$370
	<b>Subtotal</b>		<b>0</b>	<b>2</b>	<b>58</b>	<b>10</b>	<b>8</b>	<b>4</b>	<b>4</b>	<b>12</b>	<b>24</b>	<b>122</b>	<b>\$20,782</b>
<b>PROJECT LABOR TOTALS</b>			<b>20</b>	<b>30</b>	<b>272</b>	<b>60</b>	<b>54</b>	<b>40</b>	<b>40</b>	<b>64</b>	<b>112</b>	<b>692</b>	<b>\$118,128</b>
Phase	SUB-CONSULTANT NAME	TASK	TOTAL										
<b>SUB-CONSULTANT TOTAL</b>													
REIMBURSABLE EXPENSES			UNIT	RATE	QUANTITY	TOTAL							
Mileage			Mile	\$0.54	250	\$135.00							
Miscellaneous/Printing/Poster Boards			Each	\$250.00	1	\$250.00							
<b>REIMBURSABLE TOTAL</b>						<b>\$385</b>							
<b>TOTAL FEE ESTIMATE</b>											<b>\$118,513</b>		

