

## LOGISTICS MEMORANDUM

#07-28

December 13, 2007

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

**FROM:** A.J. Krieger, City Manager   
Kurt Kowar, Logistics Center Manager   
Nick DiFrank, Landscape Architect 

**SUBJECT:** CR-106 Huron Street Improvements and Croke Reservoir Shoreline Stabilization Design Contract, Addendum #2, Additional Construction Administration Services for GMP#1

### RECOMMENDATION:

Attached to this memorandum is a Resolution which, if approved, would authorize the Mayor to execute Addendum #2 to the Professional Services Agreement between the City of Northglenn and J&T Consulting Inc. (J&T) for additional construction administration services. Staff recommends approval of this addendum.

### BACKGROUND:

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

The additional construction administration services cost for the Huron Street Corridor for this resolution include on site construction observation, administration, and geotechnical testing of the work associated with the GMP#1 as described in CR-105. There will be future amendments to this contract that will provide work related to J&T's additional construction administration services.

### POTENTIAL OBJECTION:

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

### BUDGET/TIME IMPLICATIONS:

There are no time implications. This resolution for addendum #2 totals \$24,139.00.

There are sufficient funds in the Huron Street Improvements and Shoreline Stabilization Design budget, Account # 410.69211.000.3999.142 for the proposed \$24,139.00 of additional design services.

### STAFF REFERENCE:

Please contact Kurt Kowar at [kkowar@northglenn.org](mailto:kkowar@northglenn.org) or 303.450.8774 or Nick DiFrank at [ndifrank@northglenn.org](mailto:ndifrank@northglenn.org) or 303.450.8840.

SPONSORED BY: COUNCIL MEMBER MONROE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-106  
Series of 2007

\_\_\_\_\_  
Series of 2007

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

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

WHEREAS, the parties desire to supplement the Agreement with the attached Addendum #2 to allow for additional construction administration services for the Huron Street Corridor.

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

The Addendum #2 to the Professional Services Agreement between the City of Northglenn and J&T Consulting, Inc. is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
KATHLEEN M. NOVAK  
Mayor

ATTEST:

\_\_\_\_\_  
DIANA L. LENTZ, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**ADDENDUM #2 TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS SECOND ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF NORTHGLENN, State of Colorado (hereinafter referred to as the "City") and J & T Consulting, Inc. (hereinafter referred to as "Consultant").

**RECITALS:**

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

B. The parties desire to supplement the Agreement with this Addendum #2 to allow for an additional scope of services for the design services for:

**Exhibit A**, Construction Scope of Work for Croke Reservoir GMP#1

**AGREEMENT**

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

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

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

A. Compensation shall not exceed \$24,139.00 for the work described in **Exhibit A** to this Addendum #2.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Consultant. The original Agreement and this Addendum constitute all of the agreements between the City and the Consultant.

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

**CITY OF NORTHGLENN, COLORADO**

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

Kathleen M. Novak

Title: Mayor

ATTEST:

\_\_\_\_\_  
Diana L. Lentz, City Clerk

APPROVED AS TO FORM:

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

**CONSULTANT**

By: James C. York

Secretary / Principal 12/4/07

Title

Date

ATTEST:

Trent P. [Signature]

V.P. 12-4-07

Title

Date

## **SCOPE OF WORK**

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### **CONSTRUCTION SCOPE OF WORK (CROKE RESERVOIR GMP #1)**

#### **CONSTRUCTION PHASE ASSISTANCE**

J&T Consulting, Inc. (JT) is assuming a 3 month time frame for the construction for the improvements to Croke Reservoir that are included in the GMP #1 as detailed by ECI Site Construction. JT has included construction testing services in this scope of work that will be provided by Joseph A. Cesare & Associates, Inc.

The Croke Reservoir GMP #1 will include the following summary of work:

Croke Reservoir will be dewatered to enable ECI and their sub-contractors to perform the construction of the new reservoir outlet structure and outlet pipe, extend the Tuck Lateral box culvert on the north side of Croke Reservoir, and prepare the existing slope for construction of an extended embankment and slope into the reservoir to stabilize the eastern shoreline that is adjacent to Huron Street.

During the dewatering process the reservoir will be drained down to a depth of three to five feet to remove fish from the reservoir before dewatering the reservoir entirely. Fish removal will be provided by the Division of Wildlife if their schedule will permit, otherwise ECI has provided for an allowance in GMP #1 to have one of their sub-contractors perform the fish removal. After the reservoir is dewatered ECI will provide an excavator to dig test pits in the bottom of the reservoir for sampling the on-site soils. JT and JAC will be collecting samples to determine if on-site soils could be used for the future shoreline embankment extension construction.

ECI will demo all the trees, remove stumps, and clear the east shoreline of Croke Reservoir where the future embankment extension is to occur. The existing outlet structure and outlet pipe will be demolished and removed once the new outlet structure and the outlet pipe (storm sewer) has been constructed.

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

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#### **J&T Consulting, Inc.**

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

## **SCOPE OF WORK**

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using best management practices as required by state and federal law.

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

This task does include construction testing that will be provided by JA Cesare and Associates. The construction testing will include concrete testing and sampling, soils testing and compaction tests, and a soils investigation that includes engineering consultation and sampling of the potential borrow material in the bottom of Croke Reservoir for use as embankment fill.

During the construction closeout phase we will provide the services typically associated with the completion of a project: Work with City staff to develop punch list items and determine substantial completion, coordinate completion and acceptance of punch list items, schedule and coordinate final walk through/acceptance, review as-built documents, and assist the city with close out activities (final payment, advertisement, etc.)

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

### **Part-Time Resident Project Representative (RPR)**

JT has provided a cost for construction services that does not include having an RPR on-site full-time. At this point we believe that it is not necessary with our close proximity to the project and the requirements of the construction. We are assuming a 3 month construction schedule at this time as detailed out by ECI Site Construction. We can certainly offer full-time service if the City believes it is necessary.

***Change Order Amount Increase to Contract***

***\$24,139***

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### **J&T Consulting, Inc.**

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