

SPONSORED BY: MAYOR NOVAK & COUNCIL MEMBER GARNER

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-14
Series of 2007

Series of 2007

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

WHEREAS, the City of Northglenn and Barker Rinker Seacat Architecture, P.C. entered into an agreement for Professional Services for the Northglenn Recreation Center Study.

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

Section 1. The Agreement marked as **Exhibit A**, and attached hereto, between the City and Barker Rinker Seacat Architecture, P.C., is hereby approved, and the Mayor is authorized to enter into the Agreement on behalf of the City Council of the City of Northglenn.

DATED at Northglenn, Colorado, this _____ day of _____, 2007.

KATHLEEN M. NOVAK
Mayor

ATTEST:

DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 200 ____, by and between the City of Northglenn (hereinafter referred to as "City") and Barker Rinker Seacat Architecture (hereinafter referred to as "Consultant").

RECITALS:

A. City requires professional services.

B. Consultant has held itself out to 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 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. CITY'S OBLIGATIONS/CONFIDENTIALITY

City shall provide Consultant with reports and such other data as may be available to 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 City or pursuant to a lawful court order directing such disclosure. All documents provided by City to Consultant shall be returned to City. Consultant is authorized by City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

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 City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, City shall pay Consultant an amount not to exceed forty eight thousand three hundred and thirty four dollars (\$48,334.00). Payment shall be made in accordance with the schedule of charges in **Exhibit A** 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 City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to 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. City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by 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 City) required by this Agreement have been turned over to and approved by City and upon receipt by 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 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 City, the Project shall be complete and Consultant shall furnish 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 City. If Consultant proceeds without such written

authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of 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 City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by 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 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 City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

A. UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

B. VERIFICATION REGARDING ILLEGAL ALIENS: Contractor has verified or attempted to verify through participation in the basic pilot program of the United States Government that Contractor does not

employ any illegal aliens or Contractor verifies that Contractor has not been accepted into the basic pilot program prior to entering into this Contract. Contractor further verifies that if Contractor has not been accepted into the basic pilot program of the United States Government, Contractor will apply to participate in the basic pilot program of the United States Government every three months until Contractor is accepted or this Contract is completed, whichever is earlier. [CRS 8-17.5-102(2)(b)(I).]

C. LIMITATION REGARDING BASIC PILOT PROGRAM: Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while performing this Contract. CRS 8-17.5-102(2)(b)(II).]

D. DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS: If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

1. notify the subcontractor and City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien. CRS 8-17.5-102(2)(b)(III)(A) & (B).]

E. DUTY TO COMPLY WITH STATE INVESTIGATION: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5). CRS 8-17.5-102(2)(b)(IV).]

F. DAMAGES FOR BREACH OF CONTRACT: In addition to any other legal or equitable remedy City may be entitled to for a breach of this Contract, if City terminates this Contract, in whole or in part, due to Contractor's breach of any paragraph A through E inclusive, Contractor shall be liable for actual and consequential damages to City.

G. SOLE PROPRIETOR: A Contractor that operate as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq. and (iii) shall produce one of the forms of identification required by CRS 24-75.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that receives federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contact.

IX. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless City, its officers, employees and insurers from and against all liability or damages, on account of injury, loss or damage, including without limitation, liability or damages arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, and including attorney fees and defense costs, to the extent such injury, loss or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of

Consultant, any sub-consultant of Consultant, or any officer, employee, representative or agent of Consultant or of any sub-consultant of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any sub-consultant of Consultant.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant pursuant to Paragraph A 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 Indemnification, 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 sub-consultant 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 City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant pursuant to Section IX Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

4. The policy required by Paragraph 2 above shall be endorsed to include City and City's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by 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.

5. The certificate of insurance provided for 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 City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to City. The completed certificate of insurance shall be sent to:

City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061
Attn: Steven Zoet

6. 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 City may immediately terminate this Agreement, or at its discretion, 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 City shall be repaid by Consultant to City upon demand, or City may offset the cost of the premiums against any monies due to Consultant from City.

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

8. The parties hereto understand and agree that City, its officers and its employees, are relying on and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to 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 City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by City's issuance of said written notice of intent to terminate, 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, 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 City thereafter shall be at 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 City. Upon disclosure of any such personal or private interest, City shall determine if the interest constitutes a conflict of interest. If City determines that a conflict of interest exists, 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 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 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 Exhibit A is the entire Agreement between Consultant and 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. NOTICE

Any notice or communication between Consultant and 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:

City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061
Attn: Steven Zoet

Consultant: Barker Rinker Seacat Architecture, P. C.
2300 Fifteenth St., Suite 100
Denver, Co. 80202

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

CITY OF NORTHGLENN

By: _____
KATHLEEN M. NOVAK
Mayor

ATTEST:

APPROVED AS TO FORM:

DIANA L. LENTZ, CMC
City Clerk

COREY Y. HOFFMANN
City Attorney

BARKER RINKER SEACAT, P. C.

By: *David Hennrich* V.P.
Barker Rinker Seacat, Architecture P. C.

Bruce Flynn V.P.

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

FROM: _____
(Prospective Contractor)

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

Project Name _____

Bid Number _____

Project No. _____

As a prospective contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien and that I (we) have participated in or attempted to participate in the basic pilot program of the state of Colorado in order to verify that I (we) do not employ any illegal aliens.

Executed this _____ day of _____, 2007.

Prospective Contractor _____

By: _____

Its: _____
Title

(Insert the Individual, Corporate or Partnership Certificate as appropriate)

Scope of Services Outline
Northglenn Recreation Center Study
2-23-07

1. **Information Gathering**
 - a. Assume that site will have preliminary info gathered for it.
 - b. Compile all mapping
 - i. Topography & surface features
 - ii. Boundaries, easements
 - iii. Special uses (park)
 - c. Existing & proposed infrastructure
 - i. Roads
 - ii. Utilities
 - d. Planning & agency guidelines confirm
 - i. City
 - ii. NURA
 - iii. CDOT, other?
 - e. *Work product:*
 - i. *Basemaps*
 - ii. *Summary of planning info*

2. **Develop Site Program**
 - a. Meet with City staff and key stakeholders
 - b. Discuss key site planning objectives & constraints including:
 - i. Urban design objectives
 - ii. Economic development/ pro-forma objectives
 - iii. Lands uses & activities to be supported/ avoided
 - iv. Potential modifications to street & utility infrastructure
 - v. Parking requirements/ objectives and configuration choices
 - vi. Parcel boundaries for study
 - c. *Work product:*
 - i. *Narrative summary*
 - ii. *Annotated base map*

3. **Develop Facility Program** for use in plan development
 - a. Recreation & Theater Facility
 - i. City staff review with BRS for starting program.
 - ii. BRS develop program for master plan
 - iii. Refinement through City's proposed "ReCreate" public input process
 - iv. Theater stakeholder input session?
 - b. *Work Product:*
 - i. *Narrative facility program summary for recreation center*

4. **Community Process & Official Review**
 - a. Following anticipated to be distributed throughout phase of work
 - i. Attend Community "Re-Create" Sessions coordinated by City
 - ii. Present at 2-3 additional community meetings as plan develops
 - iii. Present progress information to City Council and NURA board during process
 - iv. Assist city in developing information for website and or public display
 - b. *Work Product:*
 - i. *Materials for presentations*

5. **Site Plan Options & Refinement**
 - a. Develop 3-4 conceptual alternative site diagrams that illustrate plan objectives & constraints described above. Prepare following for each:
 - i. Land use summary including building, parking, open space
 - ii. Phasing opportunities/ constraints
 - iii. Relative cost of development

Scope of Services Outline
Northglenn Recreation Center Study
2-23-07

- b. Review
 - i. Workshop with City staff to review and select site plan for refinement
 - ii. Present to City Council if requested
 - iii. Public input if requested
 - c. Refine selected alternatives including the following:
 - i. Sketch site plan
 - ii. Preliminary 3D model showing key massing elements
 - iii. Land use summary similar to above
 - iv. Phasing analysis
 - v. Preliminary development cost model
 - d. Review
 - i. Workshop with City staff to review and make recommendation for preferred solution
 - ii. Present to City Council
- 6. Final Site Plan Refinement and Report**
- a. Meeting with City staff to confirm parameters of final refinements.
 - b. Assume either:
 - i. 1 option carried forward with final refinement and development of:
 - 1. Illustrative site plans
 - 2. Refined 3D massing model or renderings showing key elements and features
 - 3. Land use summary
 - 4. Phasing options
 - 5. Development cost model
 - c. Review
 - i. Workshop with City staff to review and prepare for City Council presentation
 - ii. Present to City Council
 - d. *Work Product:*
 - i. *Above listed items in hard copy handout and large board format and digital copies*
- 7. Recreation Center Plan Options**
- a. Meeting with City staff to review optional plan diagrams
 - b. Select preferred option
 - c. Refine building and site plan and create massing/character options
 - d. Develop overall project budget model
- 8. Recreation Center Refinement**
- a. Meeting with City staff to review refined plans and character options
 - b. Make final adjustments for site, floor plans, and building character
 - c. Update project budget estimate
 - d. Prepare final report on the Recreation Center
 - e. Public meeting to present the final plans for discussion
 - f. Present to City Council for discussion and approval
 - g. *Work Product:*
 - i. *Rendered Site Plan of Recreation Center*
 - ii. *Rendered Floor Plans*
 - iii. *Rendered 3 dimensional perspective/computer model*
 - iv. *Project Budget Estimate*
 - v. *Narrative description of project and construction systems*

Northglenn Recreation Center Study Estimate

02-23-07

No.	Phase/ Task	Barker Rinker Seacat	Martin & Martin Civil	Planning - DHM
		Rec Hrs	Rec \$	Rec \$
1.0	Information Gathering/ Administration		\$850	\$600
1.2	Compile all mapping	1		
1.3	Existing & Proposed Infrastructure	1		
1.4	Planning & agency guidelines confirm	1		
1.5	Periodic administration of project and team	16		
2.0	Develop Site Program		\$850	\$550
2.1	Meet with City staff and key stakeholders	3		
2.2	Discuss key site plan objectives & constraints			
3.0	Develop Facility Programs			\$200
3.1	Recreation & Theater Facility	10		
3.4	Present to City Council progress to date	1		
4.0	Community Process & Official Review		\$850	
4.1	Attend 5 Community "Re-Create" Sessions coordinated by City	15		
4.2	Present at 2-3 add'l community mtgs as recreation plan develops	4		
4.3	Present progress info. to City Council 2 times	6		
4.4	Assist city in developing info. for website and or public display	4		
5.0	Site Plan Options & Refinement		\$1,100	
5.1	Develop 2-3 conceptual alternative site diagrams	8		\$2,500
5.2	Review	2		\$0
5.3	Refine selected alternative	12		\$1,000
5.4	Review	2		\$0
6.0	Final Refinement and Report		\$900	
6.1	Mtg w/ City staff to confirm parameters of final refinements	2		
6.2	1 option carried forward with final refinement	12		
6.3	Review	2		
6.4	Prepare final report and presentation materials	4		
7.0	Recreation Center Plan Options			
7.1	Create optional floor and site plan diagrams	24		
7.2	Review Mtg. w/ Staff to select preferred option	4		
7.3	Refine site and floor plans and create massing options	32		\$1,150
7.4	Develop and refine project budget	8		
8.0	Recreation Center Refinement		\$1,800	
8.1	Meeting with City staff to review refined plans	4		
8.2	Review massing and architectural character options			
8.3	Make final adjustments for site and floor plans	6		
8.4	Update project budget estimate	2		
8.5	Prepare final report on the Recreation Center	12		
8.6	Hold Public meeting to present the final plans for discussion	4		
8.7	Present to City Council for discussion and approval	3		
	Anticipated BRS hours or costs for consultants	205	\$5,500	\$5,400
	plus Contingency (10%)	20.5	\$550	\$540
	Subtotal anticipated costs for consultants	225.5	\$6,050	\$5,940
	Times average cost/ hour (BRS Column only)	\$150		
	Subtotal total BRS anticipated fees	\$33,825	\$6,050	\$5,940
	plus Consultant Mark-up (10%)	\$1,199		
	Total BRS and Consultants Fees	\$35,024	\$6,050	\$5,940
	Anticipated expenses	\$1,000	\$100	\$100
	plus Contingency (10%)	\$100	\$10	\$10
	Total BRS and Consultant anticipated fees and expenses	\$36,124	\$6,160	\$6,050
	TOTAL FEES AND EXPENSES FOR REC. STUDY	\$48,334		

COMBINED TOTAL

MEMORANDUM

DATE: March 8, 2007

TO: Mayor and Members of City Council

FROM: Steven Zoet, Director of Parks, Recreation and Cultural Services

SUBJECT: Recreation Center Public Process and Professional Services Agreement

As City Council is aware, a city ballot question was included with the November 7, 2006 national general election as coordinated and conducted by Adams County. The question was asked as to whether our citizens supported efforts to explore enhancements to the City's recreational facilities and amenities. The question passed by a nearly 2-1 margin (64% - 36%) with 5,418 votes cast in support of the question and 3,047 opposed.

Consistent with the intent of the question, staff are now immersed in the citizen engagement process to solicit feedback about personal and perceived community needs and interests with respects to public recreational facilities and amenities. Eight public meetings were held in the month of February with 274 in attendance. Attendees participated in both group and individual exercises and provided input to a series of questions. Staff is compiling the data received from those meetings at this time and will present these findings to you at your March 22nd regular meeting. A series of six public meetings have subsequently been scheduled for April with the intent to present the data collected in February to assure that we correctly heard and interpreted public input. Further input will be collected and compiled at these meetings with the findings brought back to City Council and the public in June to, again, assure accuracy. From this collective process and the data received, staff will draft language for a proposed ballot question for the November election. The question will include details associated with the desired amenities as expressed by the public, their estimated cost for construction and the funding mechanism as approved by City Council. If approved by Council, the question needs to be remitted to the County by approximately mid-August for certification and acceptance for the November election.

Included in the approved ballot question of November, 2006 was the ability for the City to expend an amount not to exceed \$50,000. The amount was intended for the retention of professional services for the purpose of assessing construction costs associated with desired amenities, the production of renderings and other visual aids to show what a facility housing these amenities would look like and other related matters necessary for the public to weigh and assess in preparation for the casting of their vote in the 2007 November election.

Attached is a proposed Professional Services Agreement (PSA) between the City of Northglenn and Barker, Rinker, Seacat Architecture to provide these and related services as identified in their attached proposal and cost estimate. Funds are not available in the approved 2007 Budget for this service as the ballot question was called virtually simultaneous to the adoption of the budget. Staff respectfully asks Council's approval of a Supplemental Budget Appropriation that will be brought before you for separate action so that this PSA can be effected and allow the intended public process to fully proceed as planned.

Please feel free to contact me directly at 303-450-8725 should you have any questions regarding this matter.