

PUBLIC WORKS MEMORANDUM
#15-2022

DATE: April 25, 2022
TO: Honorable Mayor Meredith Leighty and City Council Members
THROUGH: Heather Geyer, City Manager *Hmg*
FROM: Kent Kisselman PE, Director of Public Works *KHK*
SUBJECT: CR-77 – 120th Avenue Construction Administration

PURPOSE

To consider CR-77, a resolution approving a professional services agreement with Rocksol Consulting Group, Inc. for 120th Avenue Construction Administration.

BACKGROUND

In 2019, the Denver Regional Council of Governments awarded the City a Transportation Improvement Program (TIP) Grant in the amount of \$8,746,250 for improvements to 120th Avenue between Washington Street and Claude Court. The TIP Grant includes \$6,997,000 in federal funds with a \$1,749,250 local match (80/20 split).

On June 24, 2019, Council entered into an agreement with Stanley Consultants to provide technical services in project management, management of engineering design, post design services, and intergovernmental coordination with the Colorado Department of Transportation (CDOT) and the Federal Highway Administration.

On March 9, 2020, Council entered into an agreement with Felsburg Holt & Ullevig (FHU) to provide technical services in design, bidding, and construction services related to project design.

The Project Design Team:

- Stanley Consultants – project administration
- FHU – engineering services
- City of Northglenn – owner
- CDOT

For construction administration, CDOT has a prequalified list of vendors that can perform the oversight paperwork for Federal work and recommended Rocksol. Staff reached out to three consultants: Rocksol, FHU, and Stanley. FHU declined the work due to lack of staff available, Stanley provided a quote for \$600,000 and Rocksol quoted the work at \$341,616.

The contract with Rocksol would provide construction administration for the project. Rocksol would act on behalf of the City to continuously observe the contractor's daily work, evaluate the quality of the work, keep the work proceeding in accordance with the contract documents and prepare and review construction-related documents, change orders, payments, etc. in accordance with Federal guidelines.

BUDGET/TIME IMPLICATIONS

	Amount
CIP Fund	\$3,636,149
Rocksol Consulting Group, Inc	(\$341,616)
Budget Remaining	\$3,294,533

STAFF RECOMMENDATION

Attached is CR-77, a resolution that, if approved, would authorize the Mayor to execute a contract between the City of Northglenn and Rocksol Consulting Group, Inc., for 120th Avenue Construction Administration in an amount not to exceed \$341,616. Staff recommends approval of CR-77.

STAFF REFERENCE

If Council members have any questions, please contact Kent Kisselman, Director of Public Works, at kkisselman@northglenn.org or 303.450.4005.

CR-77 – 120th Avenue Construction Administration
120th Avenue Construction Administration contract

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-77
Series of 2022

Series of 2022

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ROCKSOL CONSULTING GROUP, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE 120TH AVENUE CORRIDOR IMPROVEMENTS 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 RockSol Consulting Group, Inc., attached hereto, in the amount of \$341,616.00 for construction management services for the 120th Avenue Corridor Improvements 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 _____, 2022.

MEREDITH LEIGHTY
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 RockSol Consulting Group, Inc. (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 and final payment to the Consultant.

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 three hundred forty-one thousand six hundred sixteen dollars (\$341,616). 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 indemnify the City for construction costs caused by Consultants' 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. WORKER WITHOUT AUTHORIZATION

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 a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 worker without authorization 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 a worker without authorization 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, 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 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:** 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 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. 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, 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: Kathy Kvasnicka
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: RockSol Consulting Group Inc.
12076 Grant Street
Thornton, CO 80241

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

CITY OF NORTHGLENN, COLORADO

By: _____

Meredith Leighty
Print Name

Title Date

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

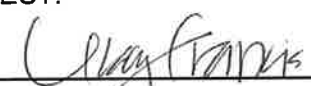
CONSULTANT:

By:  _____

Saad Saeb
Print Name

President 4/4/2022
Title Date

ATTEST:

By:  _____


Print Name

Controller 4/4/2022
Title Date

Construction Management and Administration

Rocksol Consulting Group, Inc. will provide the following construction management and administration services for the City of Northglenn on this project.

1.1 Pre-Construction Conferences

Rocksol Consulting Group, Inc. will assist the City of Northglenn in conducting the pre-construction conference to be held prior to any construction activity. Attendees will include Rocksol project staff, Construction Manager, inspector, the city project staff, the selected Contractor, the surveyor, and any sub-consultants, and affected utilities. At this meeting the project schedule and the responsibilities of each party will be outlined. Rocksol will take minutes at this meeting and submit them to the City for final review and approval, prior to distributing them to all attendees.

1.2 Construction Administration

During construction, Rocksol Consulting Group, Inc. will consult with and advise the city and as directed, act as the City's representative. As directed, Rocksol Consulting Group, Inc. will have authority to act on behalf of the City to the extent provided in the Contract Documents, except as otherwise directed in writing by the City and as established in the Pre-Construction meeting.

Rocksol Consulting Group, Inc. will be on site to continuously observe the contractor's daily work (where a major portion of Rocksol project staff time is spent observing work in progress), evaluate the quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. If work progress differs from the Contract, make recommendations to the contractor and the City of the need for corrective action. Rocksol will keep the City representative well informed daily as to how the work is progressing and notify the City immediately about deficiencies and issues of noncompliance.

Rocksol representative(s) will be required to inspect all major items of the work as it progresses daily. The contractor's contract time for this project is approximated to be 10 months, or approximately 200 working days. Rocksol will anticipate providing limited hours (approximately 10 to 16 hours per week) to assist in observing the completion of the punch list items as needed to close out the project – which may extend past the awarded Contractor's completion date.

Rocksol Consulting Group, Inc. is aware that there is no scheduled construction date but anticipate a Notice to Proceed date for Spring 2022. The estimated man-hours and fees include, but are not limited to, the following: administrative services, review and approval by professional engineers of various contractor submittals, pay requests and change orders and other CONSULTANT staff services required for this project. All travel time of Rocksol staff to the project site, any vehicle costs, laptop computer and cell phone charges, will not be billed separately but will be included in the hourly rates submitted.

Exhibit A, Scope of Services, 120th Avenue Corridor Improvements

Rocksol Consulting Group, Inc. is aware that work may be required on weekends or other extended hours and will be billed at the fixed rates submitted; therefore, any overtime owed to the employees of Rocksol Consulting Group, Inc. shall be included in the hourly rates submitted.

Rocksol Consulting Group, Inc. anticipates that the combination of construction management and inspection vary from a minimum of 20 hours per week to in excess of 60 hours per week – depending on the Contractor's schedule of various activities required for the project. The City will require that the contractor provide notification of their intent to work on the weekends by no later than noon on Thursday (and preferably earlier in the week) to provide Rocksol Consulting Group, Inc. adequate time to provide staffing for the project on weekends.

Rocksol Consulting Group, Inc. will review and approve shop drawings, diagram illustrations, brochures, catalog data, mix designs, materials, traffic control plans, schedules, soils samples, results of material testing (including slump tests, density, and moisture tests), inspections, and other data to determine conformance with the Contract Documents. Rocksol Consulting Group, Inc. will collect from the contractor certificates of inspections, shipping/scale tickets (including but not limited to the following items: aggregate base course, topsoil, HB P, concrete paving, riprap, structural concrete, reinforcing steel, erosion control devices, culverts, traffic control devices), in accordance with the Contract Documents. Rocksol Consulting Group, Inc. will maintain a log of all project submittals indicating the status of all submittals and organize and maintain such files for the project duration.

Rocksol Consulting Group, Inc. will be given direction to issue instructions directly to the contractor on behalf of the City. Rocksol Consulting Group, Inc. may, as the City's representative, require special inspection or testing of the work. As directed by the City, Rocksol Consulting Group, Inc. will be required to make recommendations or decisions, where warranted, on all claims of the City and the contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.

When authorized, Rocksol Consulting Group, Inc. shall prepare change orders for the review and approval by the City. Attached to the Change Order will be a letter from Rocksol Consulting Group, Inc. containing a complete description of the change, justification of the change, and a formal recommendation for approval of the change by the City.

Based on Rocksol Consulting Group, Inc. independent field measurements and on-site observations, Rocksol Consulting Group, Inc. will review the contractor's monthly progress payment application and supporting data in order to determine/confirm the amount owed to the contractor(s). Rocksol Consulting Group, Inc. shall approve in writing concurrence of the progress payment submitted by the contractor(s) in such amounts. Such approval of progress payment shall constitute our presentation to the City, based on such observations and review, that the work has progressed to the point indicated and that, to the best of Rocksol Consulting Group, Inc.'s knowledge, information, and belief that the quantity and quality of the work is in accordance with the Contract Documents.

As directed by the City, Rocksol Consulting Group, Inc. will work with the contractor to review the contractor's efforts to coordinate utility relocation work required for the project. Rocksol Consulting Group, Inc. shall document in the daily logs the contractor progress with utility coordination.

Rocksol Consulting Group, Inc. will notify the City of outstanding issues. Rocksol staff will contact the impacted utility companies in order to verify the contractor's efforts and schedule for relocation.

Exhibit A, Scope of Services, 120th Avenue Corridor Improvements

Rocksol Consulting Group, Inc. will assist the City in scheduling and conducting the weekly progress meetings, which includes assisting in contacting the impacted parties. The weekly meetings will be attended by the City, Rocksol project staff, other agencies, the impacted utility companies, metro-district(s), construction surveyor, engineer (as required), traffic control supervisor, the contractor, and subcontractors (as required).

Rocksol Consulting Group, Inc. will prepare written directions to the contractor, as directed by the City representative, and all such documents shall be reviewed and approved by the City prior to issuance.

Rocksol Consulting Group, Inc. will review samples, catalog data, schedules, shop drawings, laboratory shop and mill test, and material and equipment and other data, which the contractor(s) submits. This review is for the benefit of the City, and it covers only general conformance with the information given in the Contract Documents. Rocksol Consulting Group, Inc. will review and stamp their approval on each submittal (noting noncompliance) prior to submitting to the City for review and approval. Review of such by Rocksol Consulting Group, Inc. does not relieve the contractor(s) of any responsibility, such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect the workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents.

Rocksol Consulting Group, Inc. will determine if the final project conforms to the requirements of the Contract Documents, adheres to the contractor's project progress schedule, and evaluate if the contractor is progressing according to schedule. Rocksol Consulting Group, Inc. will maintain a record of the contractor's revisions/updates to the project schedule and inform the City on a weekly basis of any concerns that the schedule is slipping.

Rocksol Consulting Group, Inc. will assist the City in conducting a formal inspection (walk-through) with representatives of the contractor to determine if the project is substantially complete and prepare a letter of "Substantial Completion" indicating uncompleted work (punch list items) for review and approval by the City prior to issuance.

Rocksol Consulting Group, Inc. will assist the City in conducting a final inspection and evaluate if the project has been completed in accordance with the Contract Documents, and that all the uncompleted work identified in the punch list has been completed. Rocksol Consulting Group, Inc. will submit any recommendations concerning project status, as it may affect the City's final payment to the contractor(s).

Rocksol Consulting Group, Inc. representative(s) will verify that all field revisions (as-built modifications) have been properly documented on the plans throughout the duration of the construction. Such revisions (as-built information) shall be submitted to the City. Rocksol Consulting Group, Inc. will review the contractor's as-built records on a weekly basis (as a minimum) and inform the City and remind the contractor of his/her responsibility to keep the as-built/as-constructed modifications/field revisions current with seven (7) days throughout the project duration.

Exhibit A, Scope of Services, 120th Avenue Corridor Improvements

Rocksol Consulting Group, Inc. will verify and/or determine all pay quantities on a monthly basis as required to verify accuracy of the contractor's monthly progress payment applications. This should be completed by the 25th of each month or as determined at the Pre-Construction meeting.

Rocksol Consulting Group, Inc. will keep a daily log of events and will deliver a copy of the daily reports to the City Project Manager on a weekly basis. A notebook containing the entire photo log and all of the daily reports shall be turned over to the City at the end of construction.

Rocksol Consulting Group, Inc. representative(s) will have his/her own cell phone and vehicle on site each day Rocksol project staff are required to work.

Rocksol Consulting Group, Inc. will keep a detailed photo log of construction progress, including detailed photographs and a videotape of the before construction conditions.

The total not-to-exceed cost for the services outlined above will be **\$341,616** to be invoiced monthly for the actual time accrued.

2 Materials Testing

Rocksol Consulting Group, Inc. has been excluded for materials testing for this contract. Materials testing services will be provided by the City of Northglenn or other consulting firms. Coordinating and scheduling materials testing will be performed by Rocksol Consulting Group, Inc.

RockSol Consulting Group, Inc.
Construction Management Services
120th Avenue - Washington to York
City of Northglenn, Colorado
Prepared by RockSol, February 2, 2022

<i>Labor</i>	<i>Hours</i>	<i>Rate/Hour</i>	<i>Total Estimated Fee</i>
Abe Lavassani, PE, Project Manager	40	\$237.30	\$9,492.00
Alex DeWitt, Senior Inspector	1120	\$111.30	\$124,656.00
Andrew Schmidt, Junior Inspector	2240	\$90.80	\$203,392.00
Carol Hoisington, Local Agency Documentation Administration	20	\$111.30	\$2,226.00
	20	\$92.50	\$1,850.00
Total Labor			\$341,616.00
Total for Construction Management (Note 1)			\$341,616.00

Note 1: This is an estimate only. Actual hours per timesheets will be charged to the project and billed to the City.

PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH A WORKER WITHOUT AUTHORIZATION

FROM: Rocksol Consulting Group, Inc.
(Prospective Contractor)

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

Project Name 120th Ave. Corridor Improvements

Bid Number _____ Project No. 2022-036

As a prospective Contractor 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 a worker without authorization 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 _____ day of _____, 20__.

Prospective Contractor Rocksol Consulting Group

By: [Signature]

Title: President

To be completed if contractor is providing services and has employees.