

**PLANNING & DEVELOPMENT MEMORANDUM
#17-2021**

DATE: May 9, 2022

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager 

FROM: Brook Svoboda, Director of Planning & Development 
Eric Ensey, Senior Planner

SUBJECT: CR-86 – Addendum #4 to Professional Services Agreement with Cumming Management Group

PURPOSE

To consider CR-86, a resolution approving a contract amendment with Anderson Mason Dale Architects (AMD) for architectural and engineering services for the new City Hall facility.

BACKGROUND

The City originally contracted with Cumming Management Group Inc. (CMGI) in April 2018 to assist in project administration and management for Phase I of the Northglenn Civic Center (NGCC) site, which included the construction of the new recreation center, senior center and theatre as well as associated public infrastructure. City Council approved a Professional Services Agreement (PSA) addendum with CMGI to continue their services into Phase II of the NGCC project, which includes construction of a new city hall facility. The contract was approved in the amount of \$330,471.

Staff provided an update to City Council at the March 10, 2022, meeting with a discussion on an expanded project scope that evolved during the input process of design. At that meeting, City Council directed staff to increase the project scope to include sustainability elements such as Net Zero construction and sustainability certifications, an increase in square footage for staff operations, and some additional site costs associated with redevelopment of the overall Civic Center site. The total budget for the City Hall project was increased by \$10.6 million, to \$28.6 million.

During the March 10 discussion, staff indicated that a contract amendment would need to be brought to Council based on the modified project scope for both AMD and Cumming Management Group. The amendment would increase CMGI's contract by \$165,500 to cover the additional project scope.

CMGI is continuing to assist staff in managing and administering the overall NGCC Phase II project, including the design and construction of the new City Hall.

BUDGET/TIME IMPLICATIONS

Staff is requesting a contract amendment in the amount of \$165,500 to cover the additional scope of services presented to City Council at the March 10, 2022, meeting.

	Amount
Current contract	\$330,471
Addendum #4	\$165,500
CMGI Total Contract	\$495,971

Funding is available for the City Hall project based on the following breakdown. This amount is inclusive of all hard and soft costs associated with the project. Council’s direction has been to use cash to fund this new facility. No other funding mechanism is recommended at this time.

Funding	Amount
General Fund reserve	\$8.0M
1/2% sales tax	\$14.6M
Marijuana tax	\$4.5M
Phase I carryover	\$1.5M
Total Project Cost	\$28.6M

Construction on the new City Hall facility is scheduled to start in the first half of 2023, with completion tentatively set for the first half of 2024.

STAFF RECOMMENDATION

Attached is CR-86, a resolution that, if approved, would authorize the Mayor to execute Addendum #4 to the agreement between the City and Cumming Management Group Inc. for the City Hall project in an amount not to exceed \$165,500. Staff recommends approval of CR-86.

STAFF REFERENCE

If Council members have any questions, please contact Brook Svoboda, Director of Planning & Development, at bsvoboda@northglenn.org or 303.450.8937.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-86
Series of 2022

Series of 2022

A RESOLUTION APPROVING ADDENDUM #4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND CUMMING MANAGEMENT GROUP, INC. FOR PROGRAM AND PROJECT MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF PHASE 2 OF THE CIVIC CENTER MASTER PLAN

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

Section 1. Addendum #4 to the Professional Services Agreement between the City of Northglenn and Cumming Management Group, Inc., attached hereto, in an amount not to exceed \$165,500.00 for program and project management services for the implementation of Phase 2 of the Civic Center Master Plan 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

ADDENDUM #4 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FOURTH ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES 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 Cumming Management Group Inc (hereinafter referred to as "Consultant").

RECITALS:

- A. On April 9, 2018 the City and Consultant entered into an Agreement for Professional Services for the implementation of Phase 1 of the Civic Center Master Plan (the "Agreement").
- B. On April 13, 2020 the City and Consultant executed an Amendment to the Agreement to reflect the identity of the new legal parties to the Agreement.
- C. On April 20, 2020 the City and Consultant executed Change Order #1 to the Agreement to reduce the scope of services by \$101,345.
- D. On December 21, 2020 the City and Consultant executed Addendum #1 to increase the scope of services to add Program and Project Management of Phase 2 of the Civic Center Master Plan, increasing the contract amount by \$330,471.
- E. On September 27th, 2021 the City and Consultant executed Addendum #2 to increase the scope of services, increasing the contract amount by \$18,020.30.
- F. On April 11, 2022 the City and Consultant will execute Addendum #3 to increase the scope of services, increasing the contract by \$15,000.
- G. The parties desire to supplement the Agreement with this Addendum #4 to allow for an additional scope of services for:

Exhibit A, NGCC Masterplan Phase 2 Implementation Additional Services and duration

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting 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 anticipated remaining services through commissioning and warranty period (September 2022) 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 \$165,500 for the work described in **Exhibit A** to this Addendum #4.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Consultant. The original agreement, Addendum #1, Addendum #2, Addendum # 3 and this Addendum #4 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: _____

Meredith Leighty _____

Print Name

Mayor _____

Title

Date

ATTEST:

Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONSULTANT

By: [Signature] _____

VICE PRESIDENT 4/22/2022

Title

Date

ATTEST:

Barbara Thompson _____

Sp. Office Mgr. 4-22-22

Title

Date

SCOPE OF SERVICES

The Consulting Agreement is modified by the following:

SCOPE OF SERVICES – EXHIBIT A

This Addendum revises the original not-to-exceed fee amount of \$330,471 with an addition of \$165,500. The revised total contract value is \$495,971

This Addendum also extends all services through October 31, 2024.

Additional Scope/Duration:

- Additional time for predevelopment/due diligence/RDA phase (design/coordination meetings, extended programming and space needs analysis phase, etc.).
- 13 months of additional project duration x \$8,500 per month = \$110,500.
- Sustainability/net zero/LEED components of the project currently estimated at 80 hours and \$15,000.
- Due to the extended timeline of the project, staffing updates, promotions, and billable rates account for a \$40,000 change across the duration of design and preconstruction through construction.
- Total additional scope and revised schedule services equate to \$165,500.

_____ *ml*

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

FROM: CUMMING MANAGEMENT GROUP, INC.
(Prospective Contractor)

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

Project Name _____

Bid Number _____

Project No. _____

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 21st day of April, 2022

Prospective Contractor CUMMING MANAGEMENT GROUP, INC.

By: 

Title: VICE PRESIDENT

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

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____, I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, KRISTEN PYLE, am an owner/member/shareholder of CUMMINS MOUNTAIN CAROLINA, INC., a CORPORATION [specify type of entity-i.e, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, _____, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- o A valid Colorado Driver's license or a Colorado identification card
- o A United States military card or a military dependent's identification card
- o A United States Coast Guard Merchant Mariner card
- o A Native American tribal document or
- o In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- o Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.


Signature

4/22/2022
Date

To be completed if the contractor is sole person performing services, with no employees.