

PLANNING & DEVELOPMENT MEMORANDUM
#33-2024

DATE: Aug. 26, 2024

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*
Jason Loveland, Deputy City Manager *12*

FROM: Brook Svoboda, Director of Planning & Development *[Signature]*

SUBJECT: CR-137 – Civic Center Plan Contract

PURPOSE

To consider CR-137, a resolution approving a contract with Moore Iacofano Goltsman, Inc. (MIG) for the update to the Civic Center Plan.

BACKGROUND

The original plan was adopted in 2017 and updated in 2022. With the award of the Environmental Protection Agency (EPA) Brownfields Grant and pending completion of the City Hall project, City Council has requested to restart Phase 3 of the Civic Center Plan with MIG.

The proposed scope of work contemplates:

- Market analysis
- Infrastructure analysis
- Development plan – three preliminary development scenarios, one preferred scenario
- Financial feasibility analysis
- Implementation recommendation
- Engagement
 - Five meetings – City Council, Planning Commission and Northglenn Urban Renewal Authority
 - Stakeholder interviews – Leadership Team, technical staff and potential developers
- Plan update – addendum report

BUDGET/TIME IMPLICATIONS

The cost would be \$94,875 and come out of the Capital Projects Fund. The process is estimated to take seven months.

STAFF RECOMMENDATION

Attached is CR-137, a resolution that, if approved, would authorize the Mayor to execute the agreement between the City and Moore Iacofano Goltsman, Inc. for the update to the Civic Center Plan in an amount not to exceed \$94,875. Staff recommends approval of CR-137.

STAFF REFERENCE

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

CR-137 – Civic Center Plan Contract

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-137
Series of 2024

Series of 2024

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND MOORE IACOFANO GOLTSMAN, INC. FOR THE CIVIC CENTER PLAN UPDATE

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 Moore Iacofano Goltsman, Inc., attached hereto, in an amount not to exceed \$94,875.00, for the Northglenn Civic Center Plan Update 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 _____, 2024.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, MMC
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 Moore Iacofano Goltsman, Inc. dba MIG, 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.

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 ninety-four thousand eight hundred seventy-five dollars (\$94,875). 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 merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. 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 the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve 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. 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, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the 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:** Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse 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).

IX. 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, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
 Attn: Risk Manager
 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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: Moore Iacofano Goltsman, Inc. dba MIG, Inc.
800 Hearst Avenue
Berkeley, CA 94710

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

CITY OF NORTHGLENN, COLORADO

By: _____

ATTEST:

Meredith Leighty
Print Name

Mayor
Title Date

Johanna Small, MMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: *[Handwritten Signature]*

DANIEL A. AZOFANO
Print Name

CEO / PRESIDENT
Title Date

ATTEST:

By: _____

Print Name

Title Date

I. Scope of Work

Task 1. Project Management

- **1.1 Kickoff Meeting** - To begin the CCMP update process, MIG and EPS will meet with the City for a kick-off meeting, where we can confirm the approach, deliverables, roles and responsibilities, engagement strategies, desired review processes, and communication preferences.
- **1.2 PMT Meetings** - Virtual project management team (PMT) meetings will be conducted every three weeks, with agendas provided by MIG, will help ensure the project stays on schedule and will provide opportunities for regular updates and coordination with the City team.
- **1.3 Ongoing Coordination and Management** - MIG will provide a streamlined project management process throughout the proposed planning process. A project schedule will be developed at the beginning of the planning process and can be revised/updated as the project unfolds. MIG will submit monthly invoices and progress reports for the consultant team. As the prime consultant, MIG will be responsible for schedule tracking, subconsultant management, and quality control throughout the project.

Task 1 Deliverables:

- Kick off Agenda and Meeting Summary
- Final Scope, Budget, and Schedule
- PMT Agenda and Meeting Notes
- Monthly Invoices
- Project Schedule Updates

Task 2. Updated Analysis

- **2.1 Implementation Progress** - MIG will provide the City with a markup of the existing implementation timeline, noting any updates or progress made since 2017, including rationale for key decisions where significant deviations have occurred from the CCMP that MIG has been involved in (ie: the 2021/2022 Continuum site plan, City Hall location, Memorial Parkway design, etc.). The City can review and provide back two rounds of edits. This will enable us to have a clear understanding of implementation progress to date, decision-making processes and priorities, and updated projected timelines. MIG will reference this information when updating the vision, implementation chapter, and illustrative graphics.
- **2.2 Market Study** – EPS will complete an updated market analysis to understand the demand for additional non-civic land uses on the CCMP site. The purpose of the market analysis will be to confirm the potential uses that are in demand and likely viable on the site based on the updated market study, previous study efforts, and local development conditions. This, as well as other elements of the program, parking requirements, and developable land, will inform the overall updated land use program. Findings from this study will be summarized in a report.

- **2.3 Infrastructure Analysis** – MIG will review outcomes of the recent parking study, documented utility infrastructure constraints, as-built CAD files and plans from the recreation center and City Hall, final recreation center drainage report, cut/fill study by Continuum, recent gas/electrical/telecom utility cost examples (provided by the City), and anticipated changes to environmental site conditions through the brownfield remediation efforts. We will provide a short memorandum summarizing findings from this review, including infrastructure-related considerations to inform the development scenarios. MIG will then provide relative order of magnitude costs for each of the three draft development scenarios to inform consideration of the scenarios by City Council.

Finally, we will provide an estimated planning-level cost for the infrastructure types listed above, summarized by the block. This can be used to inform the financial feasibility assessment in task 2.5, for City budgeting purposes, and in implementation of the desired development.

- **2.4 Alternative (3) and Preferred (1) Development Scenarios** - We will create up to three revised development scenarios, building from the 2021/2022 Continuum site plan as a baseline, for review and consideration by the public, City Council, and City staff. These will be intended to achieve the goals and vision of the 2017 CCMP, while reflecting findings from the market analysis completed during this process, the recently completed parking study, known density constraints, and preliminary infrastructure analysis considerations. These scenarios will compare and contrast different site designs for Council consideration, clearly articulating tradeoffs between scenarios. Each scenario will be approximately two to three pages in length and include a 2D site plan sketch, building and parking takeoffs, and key notes about the site design and program.

We will use input gathered regarding the scenarios to create one draft and final preferred development scenario, including the deliverables noted above as well as up to three 3D renderings from an updated site model.

- **2.5 Financial Feasibility and Implementation** – EPS will review the preferred scenario and infrastructure analysis to determine its financial feasibility and make implementation recommendations related to phasing, partnerships, and financing. The financial feasibility analysis will help identify any potential barriers to feasibility related to the preferred scenario and the needed program changes that may be necessary to support attraction of development partners. EPS will also use the analysis to help set the perimeters and initial terms that will need to be included in developer solicitation efforts.

Task 2 Deliverables:

- Implementation Progress Documentation – draft (2) and final (Word)
- Market Study Report – draft and final (Word)
- Three Development Scenarios – draft and final (Word)
- Preferred Development Scenario with 3D graphics – draft and final (Word), jpgs
- Infrastructure Analysis Preliminary Memorandum and Cost Information (Word)
- Market Feasibility Assessment– draft and final (Word)

Task 3. Engagement

- **3.1 City Council, Planning Commission, and NURA Meetings (5)** – The consultant team will prepare materials for and participate in up to five in-person meetings with the City Council, Planning Commission, and NURA. These may be separate meetings or joint sessions between groups, if desired. Up to one staff member from both MIG and EPS will attend each meeting. We will work with City staff on how to best utilize these meetings, but priorities likely include:
 1. Revisiting the Vision: Recapping the 2017 goals and guiding principles and confirming current applicability and priorities
 2. Market Analysis Findings: Sharing findings from the market analysis conducted by EPS and answering questions
 3. Considering Development Scenarios: Gathering feedback on the three alternative scenarios and guidance towards a preferred scenario
 4. Draft Preferred Scenario: Sharing the draft preferred scenario in draft form and gathering feedback
 5. Adoption Support: Sharing final compiled addendum and adoption process
- **3.2 Stakeholder Interviews** - MIG will conduct up to six hours of virtual stakeholder interviews (quantity and length to be determined) to explain the purpose and approach of this CCMP update and discuss concerns/priorities about the future of the Civic Center campus. Potential stakeholders may include a Leadership Team; Technical Staff Team (Engineering/Theater & Rec Staff / P&D); Private Developer Group, and/or others. The final list will be determined in collaboration with City Staff. The key themes of the interviews will be summarized in a short memo brief. The City is responsible for serving as the primary point of contact with stakeholders, aside from interview scheduling.

Task 3 Deliverables:

- Presentations, facilitation, and attendance at five City Council, NURA, and/or Planning Commission meetings
- Stakeholder interview draft and final questions, scheduling, attendance, and key themes summary (Word)

Task 4. Plan Update (Addendum)

- **4.1 Draft Addendum (2)** – MIG will provide two drafts of the updated CCMP addendum to the City. Components of the addendum will be a compilation of the above-listed deliverables in PDF format, paired with an introduction section explaining the update process. The first draft will be administrative, for City staff review. The second draft will be public, incorporating City staff comments and shared with the community, stakeholders, City Council, Planning Commission, and NURA. The City will be responsible for the public review process including posting the document online, collecting and summarizing comments, and providing direction on final edits to the consultant team.
- **4.2 Final Addendum** – Based on direction from City staff, the MIG Team will incorporate feedback gathered throughout the public draft review process into a final addendum document (PDF format). The City will be responsible for printing physical copies.

Task 4 Deliverables:

- Administrative Draft (Word/PDF)
- Public Draft (Word/PDF)
- Final CCMP (Word/PDF)

Optional Task: Community Engagement

- **O.1 Community Input** – If community/public engagement is desired during this process, MIG can host one in-person public open house paired with one online questionnaire (using Google Forms, Alchemer, or similar) to gather feedback from the public about the development scenario alternatives. We can also provide a version of the open house materials to City staff for hosting pop-up engagement events. The in-person open house would be led by Mark De La Torre or Jay Renkens, with assistance from one MIG associate. Public relations, communications, and promotion of engagement opportunities, including advertisement, press releases, news media relations, and social media communication assets and strategies, will be the responsibility of City staff. City staff is responsible for producing/printing all hard copy materials, fees/securing venues, and any participation incentives or refreshments.

Scope Assumptions

These assumptions are included in addition to those noted throughout the task descriptions above.

- Project Management budget assumes up to a 7-month schedule. Delays extending the process beyond this timeline for reasons outside of the MIG Team’s direct control may require a scope and budget amendment to account for extended project management.
- City staff will provide MIG with information, data, responses, and review in a timely manner that does not delay the process. City staff will provide a single, consolidated set of edits for each draft document prepared for this project. The City must resolve all comments between commentators before providing the comments to the MIG Team. The MIG Team will complete one round of edits based on substantive City comments on each document. Subsequent edits, such as changes to grammar, punctuation, word choice, etc., will be consolidated to the degree possible.
- Multilingual translation and interpretation of materials, if desired, can be provided by MIG for an additional cost.
- If the primary City contact or project manager changes during the project and necessitates more than an hour of MIG staff time to reinitiate the project, this will be considered extra services. Should the MIG project manager change during the project, MIG will provide a thorough briefing and update, limiting any additional time required by the City to reinitiate the project to one hour.

II. Schedule

MIG's proposed schedule for the tasks included in the above Scope of Work is summarized below.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Task 1. Project Management							
1.1 Kickoff Meeting							
1.2 Biweekly Meetings							
1.2 Ongoing Coordination and Management							
Task 2. Updated Analysis							
2.1 Implementation Progress							
2.2 Market Study							
2.3 Alternative (3) and Preferred (1) Development Scenarios			3	3	1		1
2.4 Infrastructure Analysis							
2.5 Financial Feasibility and Implementation							
Task 3. Engagement							
3.1 City Council, Planning Commission, and NURA Meetings (5)							
3.2 Stakeholder Interviews							
Task 4. Plan Update							
4.1 Draft Addendum (2)							
4.2 Final Addendum							

KEY:

Analysis/Drafting/ Revising	
Draft Deliverable	
Final Deliverable	
Virtual Meeting	
In-Person Meeting	

III. Fee Estimate

MIG's draft fee estimate for the tasks in the above Scope of Work are shown below, inclusive of labor and expenses.

Task	MIG	EPS	TOTAL
Task 1. Project Management	\$7,935	\$3,000	\$10,935
Task 2. Updated Analysis	\$35,300	\$18,800	\$54,100
Task 3. Engagement	\$16,595	\$4,600	\$21,195
Task 4. Plan Update (Addendum)	\$5,145	\$2,000	\$7,145
5% Administrative Markup	\$1,500	n/a	\$1,500
TOTAL	\$66,475	\$28,400	\$94,875



City of Northglenn I CCMP UPDATE

Contract #2024-158
Exhibit A

Estimated Project Cost

	MIG, Inc.											MIG Totals	Sub EPS	MIG Direct Costs	Professional Fees Totals	
	Jay Renkens Consulting Principal		Mark De La Torre Project Director		Cole Gehler Project Manager		Mary Keilhauer Civil Engineer		Morgan Gardner Project Associate		Amanda Dorsey Project Assistant					
	Hrs@	\$295	Hrs@	\$185	Hrs@	\$125	Hrs@	\$150	Hrs@	\$110	Hrs@	\$105				
Task 1: Project Management																
1.1 Kickoff Meeting	1	\$295	1	\$185	2	\$250		\$0		\$0		\$0	4	\$730	\$500	\$1,230
1.2 PMT Meetings	4	\$1,180	12	\$2,220	12	\$1,500		\$0		\$0		\$0	28	\$4,900	\$1,250	\$6,150
1.3 Ongoing Coordination and Management		\$0	5	\$925	6	\$750		\$0		\$0	6	\$630	17	\$2,305	\$1,250	\$3,555
Subtotal	5	\$1,475	18	\$3,330	20	\$2,500	0	\$0	0	\$0	6	\$630	49	\$7,935	\$3,000	\$10,935
Task 2: Updated Analysis																
2.1 Implementation Progress	2	\$590	3	\$555	5	\$625		\$0		\$0		\$0	10	\$1,770		\$1,770
2.2 Market Study	1	\$295	2	\$370	6	\$750		\$0		\$0		\$0	9	\$1,415	\$9,400	\$10,815
2.3 Infrastructure Analysis	1	\$295	8	\$1,480	8	\$1,000	40	\$5,000	8	\$880		\$0	65	\$8,655		\$8,655
2.4 Alternative (3) and Preferred (1) Development Scenarios	8	\$2,360	35	\$6,475	40	\$5,000		\$0	65	\$7,150		\$0	148	\$20,985		\$20,985
2.5 Financial Feasibility and Implementation	1	\$295	4	\$740	8	\$1,000		\$0	4	\$440		\$0	17	\$2,475	\$9,400	\$11,875
Subtotal	13	\$3,835	52	\$9,620	67	\$8,375	40	\$5,000	77	\$8,470	0	\$0	249	\$35,300	\$18,800	\$54,100
Task 3: Engagement																
3.1 City Council, Planning Commission, and NURA Meetings (5)	20	\$5,900	10	\$1,850	25	\$3,125		\$0	5	\$550		\$0	60	\$11,425	\$3,800	\$16,825
3.2 Stakeholder Interviews	2	\$590	8	\$1,480	12	\$1,500		\$0		\$0		\$0	22	\$3,570	\$800	\$4,370
Subtotal	22	\$6,490	18	\$3,330	37	\$4,625	0	\$0	5	\$550	0	\$0	82	\$14,995	\$4,600	\$21,195
Task 4: Plan Update (Addendum)																
4.1 Draft Addendum (2)	2	\$590	4	\$740	8	\$1,000		\$0	10	\$1,100		\$0	24	\$3,430	\$2,000	\$5,430
4.2 Final Addendum	1	\$295	2	\$370	4	\$500		\$0	5	\$550		\$0	12	\$1,715		\$1,715
Subtotal	3	\$885	6	\$1,110	12	\$1,500	0	\$0	15	\$1,650	0	\$0	36	\$5,145	\$2,000	\$7,145
JBTOTAL	43	\$12,685	94	\$17,390	136	\$17,000	40	\$5,000	97	\$10,670	6	\$630	416	\$63,375	\$28,400	\$93,375
5% Markup (Direct Costs/Administrative)															\$80	\$1,500
TOTAL PROJECT COSTS																\$94,875

SUB TEAM MEMBERS DENVER

Sub: MIG Inc.

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal-in-Charge	Overall oversight of contract, scope, budget and schedule; Quality assurance and quality control; Resource allocation; Community and stakeholder facilitation	\$295
Director – Urban Design	Day-to-day project coordination and oversight of contract, scope, budget and schedule; task order staffing and management; Invoicing; Urban planning and design; Community and stakeholder engagement and facilitation; Process design and updating	\$205
Director – Civil Eng.	Day-to-day project coordination and oversight of contract, scope, budget and schedule; task order staffing and management; Invoicing; Civil Engineering and design;	\$220
Director – Visualization	Day-to-day project coordination and oversight of contract, scope, budget and schedule; task order staffing and management; Invoicing; design visualizations; Community and stakeholder engagement and facilitation;	\$185
PM/Policy Planner/Urban Designer	Assist with day-to-day project management and coordination; Prepare progress reports and invoices; Writing; Research; Graphics and Mapping;	\$150
Urban Design Project Associate	Writing; Research; Graphics and Mapping;	\$110
Senior Landscape Architect	Senior Landscape design direction; Quality assurance and quality control; Cultural landscape assessment and interpretation	\$160
Landscape Architect/Landscape Designer II	Landscape design direction; Quality assurance and quality control; Cultural landscape assessment and interpretation	\$150
Landscape Designer	Landscape design execution; Task production; Drafting; Cultural landscape documentation	\$110
Civil Engineer	Engineering design direction; Engineering design execution; Task production; Drafting	\$150
Civil Designer/EIT	Engineering design execution; Task production; Drafting	\$110
Sr. Project Associate	Task Management, oversight and production; Drafting; Writing; Research; Graphics and Mapping; Outreach	\$115

Project Associate II	Oversight and production; Drafting; Writing; Research; Graphics and Mapping; Outreach	\$105
Project Associate I	Drafting; Writing; Research; Graphics and Mapping; Outreach	\$90
Sr. Project Administrator	Copy editing; Contract execution; Invoicing; Quality assurance and quality control;	\$125
Project Administrator	Scheduling; Filing; Layout; Contract tracking	\$105

REIMBURSABLE EXPENSES

Sub: MIG Inc.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.25</u> / each
Copies (8 1/2 x 14")	\$ <u>0.50</u> / each
Red-line copies	\$ <u>1.00</u> / S.F.
Reproducible	\$ <u>0.25</u> / page
Mileage	\$ <u>0.65</u> /mile