




PLANNING & DEVELOPMENT MEMORANDUM
#34-2024

DATE: Aug. 26, 2024

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager 
Jason Loveland, Deputy City Manager 

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

SUBJECT: CR-138 – Addendum #7 to the Professional Services Agreement with Cumming Management Group

PURPOSE

To consider CR-138, a resolution approving Addendum #7 to the agreement with Cumming Management Group Inc. (CMGI) for construction management and administration services for the Northglenn City Hall project.

BACKGROUND

The City contracted with CMGI for construction management and administration services for the overall redevelopment of the Northglenn Civic Center (NGCC) site. The scope of services for the NGCC redevelopment has spanned several phases of development. The following outlines the various phases and CMGI’s contractual services for each:

Phase I

The City originally contracted with CMGI in April 2018 to assist with construction administration and management for Phase I of the NGCC site, which included the construction of the new Northglenn Recreation Center, Senior Center and Theatre, as well as associated public infrastructure. The scope for Phase I has been completed and CMGI has been fully compensated.

Phase II

City Council approved an addendum to the agreement with CMGI to continue their services into Phase II of the NGCC project, including construction of a new City Hall facility. This amendment was approved in May 2022 and amended again in March 2023. The total contract amount for Phase II is \$540,971.

This proposed contract amendment will increase CMGI’s scope on Phase II by \$74,400 due to the need for additional support for utility work and other project coordination tasks. This increase in scope is described in detail in the contract addendum.

Phases III and IV

In June 2023, the City amended its contract with CMGI for work on future phases of development. Phases III and IV include the following:

1. Abatement and demolition of the former recreation center (Phase III)
2. Management of the Voluntary Clean-up Program and coordination with the Colorado Department of Public Health and Environment process (Phase III)
3. Abatement and demolition of the current City Hall (Phase III)
4. Future development coordination (Phase IV)

The cost of services for Phases III and IV totals \$212,942.

BUDGET/TIME IMPLICATIONS

The following is a summary of the current contract amount with CMGI and the additional scope:

	Amount
Current Contract Phase 1-2	\$540,971
Addendum #7 Phase 2	\$74,400
Current Contract Phase 3-4	\$212,942
CMGI Total Contract	\$828,313

CMGI’s scope of services has been budgeted for in the Capital Projects Fund for the Northglenn Civic Center site work project.

Completion of the new City Hall construction is nearing, and CMGI will assist staff in punch list corrections. This will close out Phase II. Staff has already begun the services for Phase III with the abatement and demolition of the former recreation center as well as the award of an EPA Brownfields Clean-up Grant. Phase IV will occur after City Council’s process with MIG to evaluate future development opportunities for the NGCC is finished.

STAFF RECOMMENDATION

Attached to this memorandum is CR-138, a resolution that, if approved, would authorize the Mayor to execute Addendum #7 to the agreement between the City and Cumming Management Group Inc. for project administration services for the completion of Phase II of the NGCC project in an amount not to exceed \$74,400. Staff recommends approval of CR-138.

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-138 – Addendum #7 to Professional Services Agreement with Cumming Management Group

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-138
Series of 2024

Series of 2024

A RESOLUTION APPROVING ADDENDUM #7 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND CUMMING MANAGEMENT GROUP, INC. FOR PROJECT ADMINISTRATION SERVICES FOR THE IMPLEMENTATION OF PHASE 2 OF THE CIVIC CENTER PLAN

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

Section 1. Addendum #7 to the Professional Services Agreement between the City of Northglenn and Cumming Management Group, Inc., attached hereto, in an amount not to exceed \$74,400.00 for project administration services for the implementation of Phase 2 of the Northglenn Civic Center 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 _____, 2024.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, MMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

ADDENDUM #7 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SEVENTH 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 27, 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. On May 9, 2022 the City and Consultant executed Addendum #4 to increase the scope of services for Phase 2 of the Civic Center Master Plan, increasing the contract by \$165,500, and extending services through October 31, 2024 and updating the billable rates.
- H. On March 13, 2023 the City and Consultant executed Addendum #5 to increase the scope of services for Phase 2 of the Civic Center Master Plan, increasing the contract by \$45,000.
- I. On June 5, 2023 the City and Consultant executed Addendum #6 to increase the scope of services for Phase 3 and Phase 4 of the Civic Center Master Plan, increasing the contract by \$212,942.

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 increase the scope of services for Overall Development Assistance for Phase 2 of the Civic Center Mater Plan 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 seventy-four thousand four hundred dollars (\$74,400) for the work described in **Exhibit A**, based on the current billing rates as provided in **Exhibit B** of

Addendum #5. The total contract amount for Phase 2 is hereby created to be an amount not to exceed six hundred fifteen thousand three hundred seventy-one dollars (\$615,371).

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, Addendum #4, Addendum #5, Addendum #6 and this Addendum #7 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, MMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONSULTANT

By: _____

_____ Title

_____ Date

ATTEST:

_____ Title

_____ Date

CUMMING GROUP

88 Inverness Circle East
Building G, Suite 101
Englewood, CO 80112

T 303 771 0396

cumming-group.com

June 28, 2024

11701 Community Center Drive Northglenn, CO

Re: Northglenn City Hall – Additional Service Request for Project Support

Dear Eric Ensey:

At the request of City Staff, Cumming Group was asked to increase efforts of staff and overall project support for various project tasks initially intended as limited involvement. As the project neared completion and to maximize various City department building additions, Cumming Group was also asked to support the change process for these added project improvements. The changes below including, but not limited to:

- Public Works coordination efforts for site inspections and City utilities.
- Additional invoice tracking through City processes. Additional tracking added to support the invoices through City procedures per the team’s request.
- Additional requests for support through City staff driven project changes starting in March 2024. These changes included items added to the project by City staff outside of the primary project team. Cumming Group’s efforts included tracking the initial change, organizing all asks, and monitoring the change through pricing and completion.
- FFE and Owner Vendor items that were included as limited involvement were added to Cumming Group services as increased involvement for City project team support. The reference for this is included with this document showing the original project proposal Exhibit B level of participation. These minimal construction duration involvements include:
 - Phone/Fiber
 - Low Voltage
 - Power and Gas
 - Security and Electronics
 - Network/Technology
 - Audio Visual
 - Fixtures, Furnishings and Equipment
- Based on the additional requests and hours averaging, Cumming Group is requesting a change order for \$74,400 in additional services for remaining project duration.

Please feel free to call or email if you have any questions or concerns regarding any items noted above.

Sincerely,



Jack Christensen
Senior Director, Cumming Group