NURA BOARD MEMORANDUM

DATE:	May 13, 2015
то:	Northglenn Urban Renewal Board of Directors
FROM:	Debbie Tuttle, Executive Director
COPIES:	John Pick, City Manager David Willett, Public Works Director Brook Svoboda, Planning Director
SUBJECT	Resolution N/15-15 – Professional Service Agreement for Community Center/Grant Drive for Intersection Improvements

BACKGROUND

As discussed at the April 8, 2015 NURA Board meeting, there is a need to construct roadway improvements related to traffic control at the Webster Lake Promenade (WLP) intersection on Grant Street. The SCL Community Hospital project's main access aligns with the WLP Grant Street access. In the original WLP agreement, NURA allocated funding for many of these proposed roadway improvements. However, at that time the Traffic Impact Study did not require these improvements.

However, after the completion of the Promenade, all the businesses opening, and with the new hospital construction, a Traffic Impact Study was initiated to study the traffic impacts to Community Center/Grant Drive. The Plan identified the need for traffic control (including signalization) at the WLP/SCL intersection. The Plan identified the need for signalization based on life safety and operational conditions. Please see (Attachment A) for a more detailed description of the proposed project.

PROJECT SCHEDULE

Below is a proposed schedule:

- Award Design/Construction PSA May 13
- Design Completed by late June early July
- Construction Award in August
- Commence work in August
- Complete Project by mid-November

STAFF RECOMMENDATION

Staff is requesting that NURA approve Resolution N/15-15 for a Professional Services Agreement with J&T Consulting in the amount of \$72,765 to sole source the design scope of work due to the immediacy of construction and completion of the hospital (June 2016).

STAFF REFERENCES

Debbie Tuttle, <u>dtuttle@northglenn.org</u>, Brook Svoboda, Director of Planning and Development <u>bsvoboda@northglenn.org</u> or David Willett, <u>dwillett@northglenn.org</u>.

ATTACHMENTS

Resolution N/15-15 – PSA – J&T Consulting Attachment A - Project Description Memorandum

PLANNING AND DEVELOPMENT DEPARTMENT MEMORANDUM 15-13

DATE:	May 4 th , 2015
TO:	Honorable Mayor Joyce Downing and City Council Members
FROM:	John Pick, City Manager Brook Svoboda, Director of Planning and Development
SUBJECT	WLP/SCL Intersection Improvements

BACKGROUND

As part of the consideration for the project, the City agreed to construct any roadway improvements related to any traffic control at the Webster Lake Promenade (WLP) intersection on Grant St. The SCL Project's main access aligns with the WLP Grant St access.

The Traffic Impact Study initiated in advance of the Civic Campus & Community Center Dr. Corridor Master Plan has identified the need for traffic control (including signalization) at the WLP/SCL intersection. The need for signalization is based on life safety and operational conditions. Included, as ATTACHMENT 1 is schematic design for the proposed improvements. The improvements would include:

- Signalization
- Pedestrian crossings
- Extension of the left turn pockets for the northbound Grant/120th intersection as well as clearly defined left turn movement into the SCL property
- Installation of a raised median, south of the intersection that will also more clearly define the left turn movement into WLP.

Design and construction of the new signalization and traffic control improvements need to be completed prior the completion of the SCL Project. As a result, Staff made a request to NURA, at their April meeting, and NURA agreed, to fund the design and construction for the improvements.

Staff requested that NURA consider sole sourcing the design scope of work due to the immediacy of construction and completion of the hospital (June 2016). Under the standard procurement process, award for design would be delayed by not less than two to three months, effectively leaving the City a very narrow window to complete the work in the spring or pay increased costs for winter construction. Presently Staff has developed the following schedule:

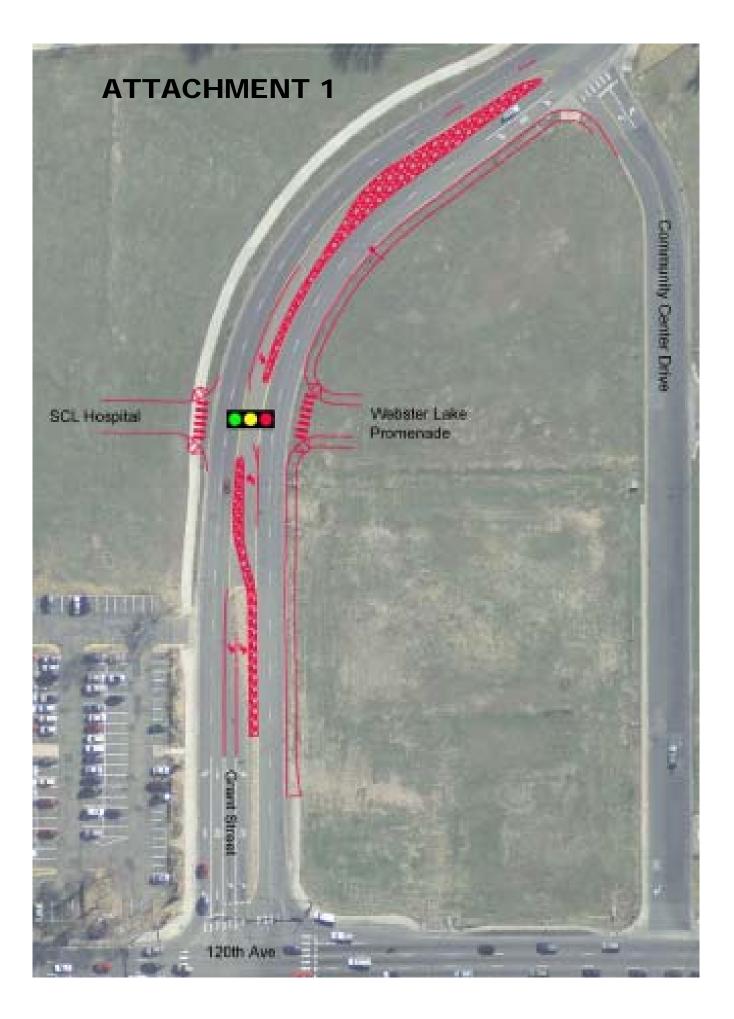
- Award Design/Construction Docs May 13 (NURA)
- Design Completed by late June early July
- Construction Award in August
- Commence work in August
- Complete Project by mid November

STAFF REFERENCE

Brook Svoboda, Director of Planning and Development <u>bsvoboda@northglenn.org</u> or 303.450.8937

ATTACHMENT

ATTACHMENT 1 EPS – Fiscal Model Preview



RESOLUTION NO.

<u>N/15-15</u> Series of 2015

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J&T CONSULTING INC.

WHEREAS, NURA desires to contract with J&T Consulting, Inc. for professional consulting services relating to professional advisory services for urban renewal projects as set forth in the attached professional services agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NORTHGLENN URBAN RENEWAL AUTHORITY, THAT:

<u>Section 1.</u> The Professional Services Agreement attached hereto as **Exhibit A** is hereby approved and the Chair is authorized to execute the same on behalf of the Authority.

DATED this <u>13th</u> day of <u>May</u>, 2015.

Rosie Garner Chair

ATTEST:

APPROVED AS TO FORM

Debbie Tuttle Executive Director Jeff Parker Board Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this <u>13th</u> day of <u>May</u>, 2015, by and between the Northglenn Urban Renewal Authority, 11701 Community Center Drive, Northglenn, Colorado 80233-8061 (hereinafter referred to as "NURA") and J&T Consulting, Inc. with an address of 305 Denver Avenue, Suite D, Fort Lupton, CO 80621 (hereinafter referred to as "Consultant").

<u>RECITALS</u>:

A. NURA requires professional services; and

B. Consultant has held itself out to NURA 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 NURA, professional consulting services for the project.

I. <u>SCOPE OF SERVICES</u>

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 **Attachment A** which is attached hereto and incorporated herein by this reference (the "Scope of Services").

II. NURA'S OBLIGATIONS/CONFIDENTIALITY

NURA shall provide Consultant with reports and such other data as may be available to NURA and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of NURA or pursuant to a lawful court order directing such disclosure. All documents provided by NURA to Consultant shall be returned to NURA. Consultant is authorized by NURA to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

NURA 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 NURA upon completion of the work.

IV. <u>COMPENSATION</u>

In consideration for the completion of the Scope of Services by Consultant, NURA shall pay Consultant as set forth in Attachment B in the Fee Schedule which is attached hereto and incorporated herein by this reference (the "Fee Schedule") not to exceed a maximum of Seventy Two Thousand, Seven-Hundred and Sixty-Five dollars (\$72,765.00). Unless expressly set forth otherwise in Attachment B, this amount shall include all costs and expenses incurred by

Consultant.

V. <u>COMMENCEMENT AND COMPLETION OF WORK</u>

Upon mutual execution of this Agreement, Consultant shall commence work on all its obligations as directed by the NURA Executive Director or NURA's legal counsel.

VI. <u>CHANGES IN SCOPE OF SERVICES</u>

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 NURA. 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 NURA 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. <u>PROFESSIONAL RESPONSIBILITY</u>

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

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

VIII. <u>ILLEGAL ALIENS</u>

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 an illegal alien 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 an illegal alien 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 an illegal alien 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 an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and NURA within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien 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 illegal alien 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 an illegal alien 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

Consultant agrees to indemnify and hold harmless NURA, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, or at the option of NURA, agrees to pay NURA or reimburse NURA for the defense costs incurred by NURA in connection with, any such liability, claims, or demands. Consultant also agrees to 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 NURA, its officers, or its employees, NURA shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of NURA, its officers, or employees.

X. <u>INSURANCE</u>

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, or types.

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

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

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

C. The policy required by paragraph 2. above shall be endorsed to include NURA and NURA's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by NURA, 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 NURA 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 NURA prior to commencement of the Agreement. No other form of certificate shall be used. If NURA 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 NURA 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 NURA. The completed certificate of insurance shall be sent to:

Debbie Tuttle, Executive Director Northglenn Urban Renewal Authority Attn: Executive Director 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 NURA may immediately terminate this Agreement, or at its discretion, NURA 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 NURA shall be repaid by Consultant to NURA upon demand, or NURA may offset the cost of the premiums against any monies due to Consultant from NURA.

F. NURA 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 NURA, 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, C.R.S. § 24-10-101 *et seq.*, as from time to time amended, or otherwise available to NURA, its officers, or its employees.

XI. <u>NON-ASSIGNABILITY</u>

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. <u>TERMINATION</u>

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 NURA's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by NURA's issuance of said written notice of intent to terminate, NURA 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, NURA 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 NURA thereafter shall be at NURA'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 NURA. Upon disclosure of any such personal or private interest, NURA shall determine if the interest constitutes a conflict of interest. If NURA determines that a conflict of interest exists, NURA may treat such conflict of interest as a default and terminate this Agreement.

XIV. <u>VENUE</u>

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 NURA for any purposes.

XVI. <u>NO WAIVER</u>

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by NURA shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement is the entire Agreement between Consultant and NURA, and shall supersede all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and NURA 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 to the addresses first set forth above.

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

NORTHGLENN URBAN RENEWAL **AUTHORITY**

By:

Rosie Garner Chair

Date

ATTEST:

Debbie Tuttle Date NURA Executive Director

APPROVED AS TO FORM:

Jefferson H. Parker NURA Attorney

Date

CON	SULTANT:	1 (
By:	Day	57/15
()		/ pate
Print Name:	Jason Mui	way
	A (

Title: Presiclent

NURA's Contract # 2015-006

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

Consi FROM: (Prospective Consultant)

 TO: Northglenn Urban Renewal Authority PO Box 330061 11701 Community Center Drive Northglenn, CO 80233

As a prospective Consultant 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 an illegal alien 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 <u>15</u> .
Prospective Consultant JET Consulting The.	
By: An any	
Title: Presida	

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

FROM: ________(Prospective *Consultant*)

TO: Northglenn Urban Renewal Authority PO Box 330061 11701 Community Center Drive Northglenn, CO 80233

As a prospective Consultant 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 an illegal alien 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_		
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Prospective Consultant _____

By: _____

Title:

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 NURA, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

2. Check one.

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

NURA 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
- 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
- Any other documents or combination of documents listed in NURA's "Acceptable Documents for Lawful Presence Verification" chart that prove both the consultant's citizenship/lawful presence and identity.

OR

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

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

Signature

Date

Fir	nance Dept Use Only	
Initials _		
Date		
PO #		-

ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION for the NO EMPLOYEE AFFIDAVIT

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

LIST A	LIST B	LIST C
Documents that Establish Both Identity and Employment Eligibility C	Documents that Establish Identity PR A	Documents that Establish Employment Eligibility ND
1. U.S. Passport (unexpired or expired)	 Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address 	1. U.S. Social Security card issued by the Social Security Administration (other than a card stating it is not valid for employment)
 Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 	 ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address 	2. Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
3. An unexpired foreign passport with a temporary I-551 stamp	3. School ID card with a photograph	 Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
4. An unexpired Employment Authorization Document that contains	4. Voter's registration card	4. Native American tribal document
a photograph (Form I-766, I-688, I-688A, I-688B)	5. U.S. Military card or draft record	5. U.S. Citizen ID Card (Form I-197)
5. An unexpired foreign passport with an unexpired Arrival-Departure	6. Military dependent's ID card	6. ID Card for use of Resident Citizen in the United States (Form
Record, Form I-94, bearing the same name as the passport and containing	7. U.S. Coast Guard Merchant Mariner Card	<i>I-179</i>)
an endorsement of the alien's nonimmigrant status, if that status	8. Native American tribal document	7. Unexpired employment authorization document issued by
authorizes the alien to work for the employer	9. Driver's license issued by a Canadian government authority	DHS (other than those listed under List A)
	For persons under age 18 who are unable to present a document listed above:	
	10. School record or report card	
	11. Clinic, doctor or hospital record	
	12. Day-care or nursery school record	

LISTS OF ACCEPTABLE DOCUMENTS

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

Form I-9 (Rev. 06/05/07) N Page 2



April 27, 2015

Greg Yanker, P.E. City of Northglenn 12301 Claude Court Northglenn, CO 80241

RE: Grant Street Improvements.

Greg,

We would like to thank you for considering our firm and allowing us to provide a proposal to you for design and construction services for the Grant Street Improvements Project.

After our review of the project information that you provided to us, we have determined the tasks that we believe need to be completed to complete your project. Per your request we have a developed a scope of work and fee summary to assist with Design and Construction Management/Observation of the Grant Street Improvements.

A detailed scope and fee summary has been attached. A few key items from our proposal are described as follows (for brevity, we will not reiterate all items presented in the scope services):

<u>Utility Potholing and Material Testing Allowances:</u> The City of Northglenn will only be charged for actual costs incurred.

<u>Bidding Assistance</u>: During the design phase, we will select and work with several contractors that are capable of performing this work to assist with project constructability review and pricing. This will help to ensure that several competitive bids are obtained for the work.

<u>Construction Management</u>: Coordination and scheduling of traffic control and construction activity with the surrounding retail center will be key for this project's success. We propose to have Jason Murray act as the project manager and the point of contact between the City, Contractor, and the public. Jason will be available as needed and will be onsite during critical components of the construction. Jason will be assisted by Amy Shaw who will be responsible for general site observation and coordination of material testing.

We appreciate this opportunity and are looking forward to working with you. Please contact me at (303) 857-6222 if you have any questions

Regards, Jason Murray

Jason Murra President

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Attachment A - PSA SCOPE OF SERVICES

I. <u>PROJECT DESCRIPTION</u>

The Northglenn Urban Renewal Authority (NURA) is requesting engineering services for the design and construction management of roadway improvements within the newly developed commercial area. The design services will include raised median improvements, striping modifications, signal design, and landscape improvements.

To complete this objective NURA will require the following services:

- A. PROJECT RECONNAISSANCE/DOCUMENT REVIEW
- B. DATA COLLECTION AND SURVEY
- C. ROADWAY DESIGN
- D. SIGNAL DESIGN
- E. CONSTRUCTION ADMINISTRATION
- F. CONSTRUCTION MANAGEMENT

II. <u>SCOPE OF SERVICES</u>

A. PROJECT RECONNAISSANCE/DOCUMENT REVIEW

- Consultant shall review traffic study information provide by others for the layout of the raised medians along Grant Street from 120th to the south entrance of the commercial development.
- Consultant shall review construction drawings for the potential new development south of the exiting Metro North Building located at the south east corner of 120th and Grant for conflicts within the overall geometric design of the roadway improvements. Consultant shall review drawings to include in the design the access points into the new development.

B. DATA COLLECTION AND SURVEY

- Consultant shall provide survey control for both horizontal and vertical alignments of the roadway improvements.
- Consultant shall collect all field survey data necessary to complete the roadway and signal design improvements from Right-of-Way to Right-of-Way within the proposed area.
- Consultant shall pothole the existing utilities within the proposed signal location to determine if conflicts exist and to determine the location of signal equipment and foundations.

C. ROADWAY DESIGN

• Consultant shall design raised median extension to optimize the northbound left turning movements from 120th to Grant and provide for left turning movements from Grant into the proposed development south of the Metro North Building.

Design shall be based on conceptual layout provided by others. The north raised median shall be designed to remove existing landscape and replace with colored stamped concrete.

- Consultant shall design raised median from the primary entrance into commercial development off of Grant south to the secondary entrance of the commercial development. The design shall be based on the conceptual layout provided by others to provide northbound left turn movements into the commercial development. Design shall be similar to that on 120th with pattern colored concrete.
- Consultant shall design the access points into the proposed development site for both the primary and secondary access up to the right of way limits.
- Consultant shall include phasing information for the contractor to coordinate work with the developer for the roadway improvements to commence after the completion of utility work to be done by others within the right of way. Phasing plan shall also include anticipated phasing of construction with traffic control to complete the required work.
- The design shall occur within the existing footprint of the roadway from curb line to curb line. It is not intended to widen the roadway through this section.
- Design shall include locations for replacement of concrete that is not intended to be fully removed as well as mill and overlay of the roadway over the entire area.
- Design shall include a signage and striping plan for the proposed modifications.

D. SIGNAL DESIGN

- Consultant shall design a mast arm style traffic signal at the primary entrance into the commercial development off of Grant Street. Design shall include all equipment and foundations required for the signal.
- The signal shall be timed with the existing signal located at 120th and Grant. Consultant shall include in the cost of the design meeting time to coordinate the signal timing with Thornton's traffic engineering department.
- Existing conduit has been bored in preparation of a signal. Consultant shall make use of the existing conduit as to not require additional borings.

E. CONSTRUCTION ADMINISTRATION

- Consultant shall supply full construction documents and specifications signed and stamped by a professional engineer registered in the State of Colorado to be incorporated into a bidding document.
- Consultant shall prepare all bidding documents. NURA will provide the consultant with standard forms and front end documents to be included in the bidding process.
- Consultant shall attend the pre-bid meeting and issue all bidding addendums.

- Consultant shall review all received bids and make a recommendation for award to NURA.
- Consultant shall respond to all submittals and RFIs throughout the duration of the project.
- Consultant shall have a representative at the weekly construction meetings.
- Consultant shall conduct field observations as required to have a level of comfort to provide as-constructed drawings.
- Consultant shall provide 1 set of as-constructed drawings, CAD Files, and 1 PDF version of as-construction drawings.

F. CONSTRUCTION MANAGEMENT

- Consultant shall provide a resident representative responsible for comprehensive on-site observations throughout the construction process. For proposal purposes it is intended to have a resident representative on-site each day for 8 hours up to 40 hours per week for a tentative duration of construction of 6 weeks.
- Consultant shall conduct all weekly project meetings and communicate all issues with the NURA Project Manager.
- Oversight of quality control process. Consultant shall contract directly with a QA/QC firm to provide the material testing services. Consultant shall coordinate all testing as required by the project specifications. QA/QC shall be on an allowance basis in which the consultant manages the budget and time requirements of the QA/QC firm.
- Consultant shall document all field changes and change orders.
- Consultant shall conduct final walk-thru with the contractor and coordinate all punch list items.
- Consultant shall review all pay applications for quantity verification.
- Consultant shall provide a primary contact person responsible for the coordination of contractor work with business owners and developer within the construction area. Contact person is responsible for fielding all questions and concerns and relaying information back to NURA project manager. In addition, primary contact person is responsible for the notifications and communication of work and schedule with the surrounding area.

Northglenn Urban Renewal Authority

	ToT Conculting Inc						Northgi	enn Urba	in Kenewa	Northglenn Urban Renewal Authority
C	J&I CONSULUIS, IIIC.							Gra	int Street Im	Grant Street Improvements
Design	Design and Construction Services Scope and Fee Summary									4/27/2015
© 2015	J&T Consulting, Inc.									
			J&T Consulting	nsulting			Sub-Con	Sub-Consultants		
		Project Manager	Project Engineer	Senior Designer	Engineer Designer	Surveying	Signal Timing &	Utility Potholing	QC Testing	Subtask Subtotal
lask	Description	Murray	Murray \ York	Yee	Shaw Schum	American West	STS	NCC	Cesare	
Design	rate	<i>\$95</i>	\$85	\$75	\$65					
	Project Management and Coordination									
	Project Management Plan Development and Maintenance	24								\$2,280
	Project Team Meetings(2)	3	3	з	3		\$600			\$1,560
A	Project Reconnaissance/Document Review									
	Existing Traffic Study Review	2		N			\$600			\$940
	SCL Hospital Drawing Review	2		2						\$340
σ	Data Collection and Survey									
	Survey Control, Design Survey for Entire ROW Width) <u> </u>	2	2		\$4,000		20100		\$4,415
n	Roadway Design	1			-			0001-14		÷۲,000
	Construction Drawings									
	Cover Sheet/General Notes	-		-	2					\$300
	Existing Conditions Plan(s)	-	-	2	4					\$590
	Demolition Plan(s)	_	2	4	8					\$1,085
	Raised Median Layout Plan(s)	_	4	8	16					\$2,075
	Mill / Overlay and Concrete Replacement Plan(s)	-	2	4	8					\$1,085
	Signal Plans	-		N	2					\$375
	Signage and Striping Plan(s)	-	4	8	8					\$1,555
	Construction Phasing Plan(s)	-	4	8	8					\$1,555
	Traffic Control Plan(s)	-	4	8	16					\$2,075
	Roadway / Median Details	-	4	œ	8					\$1,555
	Technical Specifications	-	4	œ	8					\$1,555
	Opinion of Probable Costs	1	4	4	8		\$600			\$1,855
D	Signal Design									
	Mast Arm Traffic Signal Design & Signal Timing Analysis	2		2			\$5,600			\$5,940
	Design Services Subtotals	48	38	76	103	\$4,000	\$7,400	\$2,500	00 \$0	\$34,085
								Design Services Total	ices Total	\$35,105

Northglenn Urban Renewal Authority

Grant Street Improvements

4/27/2015

J&T Consulting, Inc.

Design and Construction Services Scope and Fee Summary

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			J&T Cor	J&T Consulting			Sub-Consultants	sultants		
		Project	Project Project Senior		Engineer	Surveying	Signal	Utility	QC Testing	Subtask
		Manager	Engineer Designer	Designer	r Designer		Timing &	Potholing		Subtotal
Task	Description				Stember		Design			
			Murray \		Shaw	American	G			
		Murray	York	Yee	Schum	West	STS	NCC	Cesare	
	ra	rate \$95	\$85	\$75	\$65					

Construction Services

											п								т
Invoices will be provided Monthly		Construction Services Subtotals	Final Walkthrough and Punchlist Development	Business and Developer Contact/Liaison, Notifications	Pay Application Review and Approval	Change Order Review, Approval, and Log	Respond to Requests for Information	Quality Control Coordination and Testing Allowance	Weekly Construction Progress Meetings (6)	Field Observation	Construction Management (6 weeks)	As-Constructed Drawings	Attend Pre-Construction Conference & Walkthrough	Bid Tabulation, Review, and Award Recommendation	Review Project Submittals	Bid Addendum Development and Distribution	Pre-Bid Conference Attendance	Bid Document Preparation	Construction Administration
		34	2		4	4	2	4				2	4	4	2	2	2	2	
		109	4	24	4	4	4	4	9	40		4			4	4		4	
		12					4					4			4				
		155					4		9	120		8	2		8			4	
		\$0																	
Construction Services Total		\$2,400	\$300		\$300		\$300			\$600		\$300	\$300		\$300				
	Expe	\$0																	
vices Total	Expenses (5%)	\$10,000						\$10,000											
\$37,660	\$1,790	\$35,870	\$830	\$2,040	\$1,020	\$720	\$1,390	\$10,720	\$1,350	\$11,800		\$1,650	\$810	\$380	\$1,650	\$530	\$190	\$790	

Project Total

\$72,765

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