

## **FIRST AMENDMENT TO THE AGREEMENT**

### **AMONG THE CITY OF NORTHGLENN, RALSTON HOUSE, THE CITIES OF WESTMINSTER, THORNTON, FEDERAL HEIGHTS, BRIGHTON, COMMERCE CITY AND AURORA, THE CITY AND COUNTY OF BROOMFIELD AND THE COUNTY OF ADAMS REGARDING CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF THE NORTHGLENN RALSTON HOUSE**

The following First Amendment to Phase 2 Agreement (the "Phase 2 First Amendment") is made on this \_\_\_ day of \_\_\_\_\_, 2017, by and among the City of Northglenn, Ralston House, a Colorado Nonprofit Corporation ("Ralston House") and the Cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City and Aurora, the City and County of Broomfield and the County of Adams (all parties with the exception of the Ralston House may be collectively referred to as the "Municipal Parties"):

WHEREAS, the Ralston House and the Municipal Parties entered into that Phase 2 Agreement dated \_\_\_\_\_, 2017 (the "Phase 2 Original Agreement"); and

WHEREAS, the Ralston House and the Municipal Parties desire to enter into this Phase 2 First Amendment to address the increased cost associated with the construction and construction management of the the Project as defined in the Phase 2 Original Agreement

WHEREAS, the total project cost for the design, construction, and construction management of the Northglenn Ralston House has now been estimated as of the date of this Phase 2 First Amendment to be at the cost of One Million nine hundred forty eight thousand five hundred seventy two dollars (\$1,948,572.00) (the "Total Revised Project Cost"); and

WHEREAS, the Municipal Parties desire to fund the construction and construction management of the Northglenn Ralston House in the revised additional amount of One Million, Six Hundred Seventy-Eight Thousand, Five Hundred Seventy-Two Dollars (\$1,678,572.00) pursuant to this Phase 2 Agreement, which includes a contingency amount of approximately Ninety-Two Thousand, Seven Hundred Eighty-Nine Dollars (\$92,789.00) (the "Contingency Amount");

WHEREAS, the Municipal Parties desire that the proportionate contributions set forth herein in Exhibit B be appropriated to pay the cost of construction and construction management of the Northglenn Ralston House pursuant to this Phase 2 Agreement; and

WHEREAS, in the event actual construction is less than the Contingency Amount, the Municipal Parties agree to refund any monies paid in excess of actual costs.

### **TERMS**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated into this Phase 2 First Amendment, and shall be deemed terms and provisions hereof, to the same extent as if fully set forth in this Section.

2. Section 2, sub-paragraph A. of the Phase 2 Original Agreement is amended to read as follows:

A. The Municipal Parties shall contribute the total amount of One Million, Six Hundred Seventy-Eight Thousand, Five Hundred Seventy-Two Dollars (\$1,678,572.00), in the proportionate amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Revised Funding Allocation") to the cost of construction and construction management of the Northglenn Ralston House.

3. Section 4 of the Phase 2 Original Agreement is amended to read as follows:

4. Grant Application(s).

A. The Municipal Parties and Ralston House acknowledge and agree that the amount provided by the Municipal Parties pursuant to this Phase 2 Agreement is sufficient to complete the construction of the Northglenn Ralston House. However, Ralston House and the City of Northglenn, with the cooperation of the other Municipal Parties hereto, shall apply for grant applications to obtain additional funding for furniture, fixtures, and equipment.

B. In the event such grant funding is obtained in excess of the Total Revised Project Cost, such additional grant funding may be used to pay for the furniture, fixtures, and equipment needed to properly equip the facility. Any grant funds received in excess of the Total Revised Project Cost and furniture, fixtures, and equipment costs shall be refunded to the Municipal Parties in the same proportion as provided in the contribution formula (Exhibit B) within six (6) months of the issuance of a permanent certificate of occupancy.

4. Integration and Amendment. This Phase 2 First Amendment along with the Phase 2 Original Agreement represents the entire agreement between the Parties with regard to the subject matter of this agreement and there are no oral or collateral agreements or understandings. This Phase 2 First Amendment may be amended only by an instrument in writing signed by the Parties. If any provision of this Phase 2 First Amendment is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Phase 2 First Amendment and the Phase 2 Original Agreement shall continue in full force and effect.

4. Except as modified herein, the Phase 2 Original Agreement remains in full force and effect and is hereby ratified by the Ralston House and the Municipal Parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Phase 2 First Amendment to be executed as of the day and year first above written.

**CITY OF NORTHGLENN, COLORADO**

By: \_\_\_\_\_  
Joyce Downing, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**RALSTON HOUSE**

\_\_\_\_\_  
By:

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

**CITY OF WESTMINSTER, COLORADO**

By: \_\_\_\_\_  
Donald M. Tripp, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Linda Yeager, City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
David Frankel, City Attorney

**CITY OF THORNTON, COLORADO**

By: \_\_\_\_\_  
Jack Ethredge, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Nancy Vincent, City Clerk

APPROVED AS TO FORM:  
Luis Corchado, City Attorney

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Attorney

**CITY OF FEDERAL HEIGHTS, COLORADO**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Patti Lowell, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, City Attorney

**CITY OF BRIGHTON, COLORADO**

By: \_\_\_\_\_

Richard N. McLean, City Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Natalie Hoel, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Margaret R. Brubaker, City Attorney

**CITY OF COMMERCE CITY, COLORADO**

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Laura Bauer, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Sheesley, City Attorney

**CITY OF AURORA, COLORADO**

By: \_\_\_\_\_  
Stephen D. Hogan, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Janice Napper, City Clerk

APPROVED AS TO FORM:  
Michael J. Hyman, City Attorney

\_\_\_\_\_  
\_\_\_\_\_  
Assistant City Attorney

**CITY AND COUNTY OF BROOMFIELD**

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
William A. Tuthill III, City and County Attorney

**ADAMS COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Heidi M. Miller, County Attorney

**EXHIBIT B**  
**CONTRIBUTIONS BY MUNICIPAL PARTIES**  
**UPDATED: 1ST Amendment to the Phase 2 IGA for Ralston House**

<b>Municipality</b>	<b>Hybrid %</b>	<b>Amount</b>
Adams County (Sheriff's Office, DA Office, Dept. of Human Services)*	26.86%	\$ 493,394
Aurora (Police Department)	5.81%	\$ 83,201
Brighton (Police Department)	7.88%	\$ 123,455
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Northglenn (Police Department)	4.73%	\$ 62,152
Thornton (Police Department)	15.88%	\$ 279,438
Westminster (Police Department)	17.03%	\$ 301,752
<b>Totals</b>	<b>100.00%</b>	<b>\$ 1,678,572</b>

August 11, 2017

Mr. David Willett  
City of Northglenn  
12301 Claude Court  
Northglenn, Colorado 80233

Re: Ralston House  
Northglenn, Colorado  
Eidos Project No. 16022

Dear David:

Attached to this letter is the materials and cost breakdown information for the updated opinion of probable construction cost based on the current construction drawings for the Ralston House in Northglenn, Colorado. A brief summary of the overall updated numbers is as follows:

Building and Site Subtotal (with 10% contingency included)	\$1,701,712
Architectural and Engineering Consultant Fees (Eidos Contract)	\$ <u>154,070</u>
Total *	\$1,855,782

\* The total does not include furniture, special systems (audio/video recording) or permit fees.

In the following pages, we are including a detailed breakdown of the individual items used to prepare the overall cost opinion. We recommend maintaining the 10% contingency at this time due to the fluctuating nature of the current construction market and the high demand for contractors and sub-contractors. We have used the cost opinion completed at the 30% design level and updated the quantities as well as the pricing to reflect the year that has passed since that OPC was completed. Throughout the spreadsheets, the unit costs or lump sum costs that we are indicating are compiled based on several sources. The baseline unit costs were updated using the 2017 version of the RS Means Construction Cost database tools. Eidos Architects then also collaborated with JHL Constructors to provide an outside review of the costs with a set of the current drawings. They were more specifically able to assist us with specific market conditions with certain subcontractors as well as unit costs that they typically see as escalated due to the scale of the project. We combined both of the cost opinions into the spreadsheet that has been attached.

This opinion of probable construction cost is being presented with our best judgement and experience at this stage of the project. Due to fluctuating market conditions, both in labor and materials as well as local bidding competition that can vary widely throughout the time of the year, we anticipate fluctuations in the final bidding pricing once we reach the final construction drawing phase of the project. Again, due to this inherent nature of Denver's construction market, we recommend maintaining the 10% pricing contingency that has been included in the cost opinion at this time.

Mr. David Willett  
August 11, 2017  
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As you are reviewing these items with your staff as well as the funding agencies, please do not hesitate to contact us with any questions regarding specific or general information that is included. We would be happy to give you feedback as to where specific numbers were obtained and also review any cost saving possibilities that may be considered prior to the formal bidding of the project.

Sincerely,

A handwritten signature in black ink that reads "Lori M. Hanson". The signature is written in a cursive, flowing style.

Lori M. Hanson, AIA  
Senior Associate  
Project Architect

Ralston House - Northglenn  
Northglenn, Colorado  
Updated August 11, 2017  
Eidos Project No. 16022

Site	Quantity	Unit	Cost/Unit	Extended
<b>Site Work</b>				
Layout Survey	1	LS	\$10,000.00	\$10,000.00
Erosion Control Measures	1	AC	\$15,000.00	\$15,000.00
Demolition of Driveways and Walks	5,500	SF	\$2.50	\$13,750.00
Demolition of Fencing	550	LF	\$5.00	\$2,750.00
Demolition of Shed & Barn	2	EA	\$2,500.00	\$5,000.00
Demolition of Trees	10	EA	\$500.00	\$5,000.00
Strip & Stockpile Topsoil	1,500	CY	\$4.00	\$6,000.00
Grading & Earthwork	4,330	CY	\$5.00	\$21,650.00
Concrete Gurb & Gutter	300	LF	\$20.00	\$6,000.00
Concrete Curbcut and Crosspan	200	SF	\$20.00	\$4,000.00
Concrete Walkways (4")	2,000	SF	\$5.00	\$10,000.00
Asphalt Paving (6")	920	SY	\$30.00	\$27,600.00
Parking Lot Striping	500	LF	\$2.00	\$1,000.00
6' Chain Link Fencing	130	LF	\$40.00	\$5,200.00
6' Wood Fencing - solid board	100	LF	\$40.00	\$4,000.00
Vinyl Ranch Fencing - three rail	175	LF	\$30.00	\$5,250.00
Sign w/concrete base	7	EA	\$250.00	\$1,750.00
Paving and Exterior Sealants	6,000	SF	\$0.50	\$3,000.00
Parking Bumpers	10	EA	\$100.00	\$1,000.00
<b>Subtotal</b>				<b>\$147,950.00</b>
<b>Utilities</b>				
Storm Drainage Concrete Channel	30	LF	\$20.00	\$600.00
Sidewalk Chase & Trench Cover	40	LF	\$100.00	\$4,000.00
Sump for Perimeter Drain	0	EA	\$5,000.00	\$0.00
Waterline Demo (house-abandon?)	0	LF	\$0.00	\$0.00
Waterline New 2"	70	LF	\$65.00	\$4,550.00
Water Meter, Vault & Tap	1	EA	\$20,000.00	\$20,000.00
Sanitary Line Demo (house-abandon?)	0	LF	\$0.00	\$0.00
Sanitary Line Relocation (east) 4"	210	LF	\$50.00	\$10,500.00
Sanitary Line New (building) 4"	30	LF	\$50.00	\$1,500.00
Sanitary Manhole Alterations	1	EA	\$2,500.00	\$2,500.00
Gas Meter	1	EA	\$2,500.00	\$2,500.00
Gas Line	150	LF	\$35.00	\$5,250.00
Power & Light Pole Demolition	3	EA	\$2,000.00	\$6,000.00
Electric Transformer, single-phase	1	EA	\$12,000.00	\$12,000.00
Electric Service & Conduit/Wiring Line to Building	150	LF	\$50.00	\$7,500.00
Light Poles, 20'	3	EA	\$2,500.00	\$7,500.00
Fiber Optic Conduit	75	LF	\$10.00	\$750.00

Phone Line Conduit	150	LF	\$10.00	\$1,500.00
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**Subtotal \$86,650.00**

<b>Landscaping</b>				
Fine Grading, Topsoil Placement & Prep	975	CY	\$6.35	\$6,191.25
Sod	7,460	SF	\$1.00	\$7,460.00
Hydroseed	11,900	SF	\$0.50	\$5,950.00
Rock Mulch (1-1/2" size, 3-4" deep)	3,900	SF	\$5.00	\$19,500.00
Edging - steel	500	LF	\$8.00	\$4,000.00
Trees - 2" caliper	9	EA	\$500.00	\$4,500.00
Bushes & Shrubs - 5 gallon container	46	EA	\$100.00	\$4,600.00
Yard Irrigation System	22,360	SF	\$2.00	\$44,720.00

**Subtotal \$96,921.25**

**Site Subtotal \$331,521.25**

<b>Building</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost/Unit</b>	<b>Extended</b>
<b>Foundation</b>				
Footing with Excavation	600	LF	\$42.00	\$25,200.00
Foundation Walls	600	LF	\$88.00	\$52,800.00
Backfill	600	LF	\$13.00	\$7,800.00
Concrete Floor Slab (5" thick reinforced)	5,300	SF	\$6.00	\$31,800.00
Gravel Base at Floor Slab (4" deep)	incl above	SF	incl	\$0.00
Vapor Barrier at Floor Slab (15 mil)	incl above	SF	incl	\$0.00
Perimeter Insulation (2")	1,880	SF	\$2.05	\$3,854.00
Perimeter Drain (4" PVC w/6" gravel)	0	LF	\$18.00	\$0.00

**Subtotal \$121,454.00**

<b>Exterior Envelope</b>				
Exterior Walls - Brick Veneer Assembly	1,555	SF	\$35.00	\$54,425.00
Exterior Walls - Siding Assembly	3,295	SF	\$25.00	\$82,375.00
Wood Roof Trusses, pre-engineered w/sheathing	5,560	SF	\$8.00	\$44,480.00
Wood Roof Rafter Framing & Sheathing	965	SF	\$6.00	\$5,790.00
Wood Platform 2x12 Framing w/Plywood Deck	265	SF	\$5.00	\$1,325.00
Steel Canopy Framing	0	LS	\$5,300.00	\$0.00
LVL Wall Framing (atrium & fireplace)	1,100	LF	\$6.00	\$6,600.00
Roof Asphalt Shingles incl. underlayment	67	Square	\$340.00	\$22,780.00
Roof Insulation Batts (R-38)	6,625	SF	\$2.00	\$13,250.00
Roof Flashing	6,625	SF	\$2.00	\$13,250.00
Roof Trim Edges	520	LF	\$12.00	\$6,240.00
Roof Gutters	200	LF	\$9.00	\$1,800.00
Roof Downspouts	11	EA	\$50.00	\$550.00
Roof Vents - Ridge	100	LF	\$12.00	\$1,200.00
Roof Vents - Soffit	225	LF	\$8.00	\$1,800.00
Vinyl Windows - fixed 4'x3'	0	EA	\$500.00	\$0.00
Vinyl Windows - fixed 4'x4'	0	EA	\$550.00	\$0.00
Vinyl Windows - fixed 4'x6'	0	EA	\$600.00	\$0.00
Fiberglass Window - West Entry High (25 sf)	1	EA	\$2,000.00	\$2,000.00
Vinyl Windows - double hung 4'x1.5'	3	EA	\$500.00	\$1,500.00

Vinyl Windows - double hung 4'x3'	8	EA	\$750.00	\$6,000.00
Vinyl Windows - double hung 4'x6'	15	EA	\$900.00	\$13,500.00
Fiberglass Single Door w/transom, sidelites, hdwr	1	EA	\$5,000.00	\$5,000.00
Fiberglass Single Door with Hardware	2	EA	\$2,500.00	\$5,000.00

**Subtotal**

**\$288,865.00**

**Interior Finishes**

Interior Walls with Finishes	4,625	SF	\$10.00	\$46,250.00
Interior Sound Walls with Finishes	1,580	SF	\$12.00	\$18,960.00
Rough Carpentry	5,300	SF	\$1.00	\$5,300.00
Platform Access Ladder & Hatch	1	EA	\$2,000.00	\$2,000.00
Drywall Control Joints	5,300	SF	\$1.00	\$5,300.00
Interior Wood Doors, HM Frame, w/ Hardware	35	EA	\$1,500.00	\$52,500.00
Carpet Tile Flooring	3,600	SF	\$4.50	\$16,200.00
VCT Flooring	700	SF	\$4.00	\$2,800.00
Sheet Vinyl Flooring at Restrooms	284	SF	\$12.00	\$3,408.00
Wall Tile at Restrooms (4' wainscot + cove base)	575	SF	\$12.00	\$6,900.00
Rubber Base	1,660	LF	\$3.00	\$4,980.00
Base Cabinets (plastic laminate)	40	LF	\$225.00	\$9,000.00
Upper Cabinets (plastic laminate)	30	LF	\$125.00	\$3,750.00
Countertops (plastic laminate)	56	LF	\$60.00	\$3,360.00
Toilet Accessories (gbs, tissue, towel)	4	EA	\$500.00	\$2,000.00
Restroom Mirrors	4	EA	\$350.00	\$1,400.00
Room Signs	7	EA	\$60.00	\$420.00
Fire Extinguishers & Cabinets	5	EA	\$350.00	\$1,750.00
Window Coverings (2" vinyl slat, 48" high)	110	LF	\$30.00	\$3,300.00
Drywall Ceilings with Paint	4,576	SF	\$5.00	\$22,880.00
Suspended Grid Ceilings	880	SF	\$6.50	\$5,720.00
Ceiling Sound Insulation	800	SF	\$1.50	\$1,200.00
Joint Sealants	5,300	SF	\$1.00	\$5,300.00

**Subtotal**

**\$224,678.00**

**HVAC**

Gas Fired Furn. w/Cond. Unit (two 4-ton, two 5-ton)	4	EA	\$8,500.00	\$34,000.00
Ductwork with Insulation	5,300	SF	\$4.00	\$21,200.00
Ceiling Exhaust Fans	6	EA	\$500.00	\$3,000.00
Registers & Diffusers	80	EA	\$100.00	\$8,000.00
Fire Dampers	10	EA	\$150.00	\$1,500.00
Fire Place Insert & Flue	1	EA	\$4,000.00	\$4,000.00
Controls & Thermostats	5,300	SF	\$1.50	\$7,950.00
Test & Balance	5,300	SF	\$1.00	\$5,300.00

**Subtotal**

**\$84,950.00**

**Plumbing**

Backflow Preventer 2"	1	EA	\$2,500.00	\$2,500.00
Gas Fired Water Heater (30 gal tank)	1	EA	\$7,500.00	\$7,500.00
Water Distribution Piping w/insulation	5,300	SF	\$2.50	\$13,250.00
Sanitary Waste Piping - underground	5,300	SF	\$2.50	\$13,250.00
Sanitary Waste Specialties (clean outs, vents, etc)	1	LS	\$5,000.00	\$5,000.00
Gas Piping to HVAC units & WH	5	EA	\$1,500.00	\$7,500.00

Access Doors & Frames	20	EA	\$200.00	\$4,000.00
Exterior Hose Bibbs	3	EA	\$1,500.00	\$4,500.00
Floor Drains	5	EA	\$750.00	\$3,750.00
Water Closets - ADA	4	EA	\$1,500.00	\$6,000.00
Lavatories - drop in vit. china (incl rough-in, supply, vent, waste)	4	EA	\$1,500.00	\$6,000.00
Sinks - drop in stainless steel (incl rough-in, supply, vent, waste)	3	EA	\$2,000.00	\$6,000.00
Mop Sink - fiberglass (incl rough-in, supply, vent, waste)	1	EA	\$3,000.00	\$3,000.00

**Subtotal** **\$82,250.00**

<b>Electrical</b>				
Service Panels Switchgear	1	EA	\$12,000.00	\$12,000.00
Distribution Panel Boards	4	EA	\$2,500.00	\$10,000.00
Branch Wiring and Outlets & Switches	5,300	SF	\$5.00	\$26,500.00
Branch Wiring and Power for HVAC	9	EA	\$850.00	\$7,650.00
Branch Wiring and Light Fixtures	5,300	SF	\$5.50	\$29,150.00
Exit & Emergency Lighting	5,300	SF	\$1.00	\$5,300.00

**Subtotal** **\$90,600.00**

<b>Low Voltage &amp; IT</b>				
Conduit Rough In (data & phones for offices only)	2,650	SF	\$3.00	\$7,950.00
Doorbell w/two bell locations, plus visual notification	1	EA	\$1,000.00	\$1,000.00

**Subtotal** **\$8,950.00**

<b>Building Subtotal</b>			<b>\$901,747.00</b>	
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Site Work				\$331,521.25
Building Work				\$901,747.00
Subtotal Building & Site				\$1,233,268.25
<b>Contingency (10%)</b>				<b>\$123,326.83</b>
<b>Subtotal</b>				<b>\$1,356,595.08</b>
GC General Conditions (12%)				\$162,791.41
Subtotal				\$1,519,386.48
GC OH & P (10%)				\$151,938.65
GC Bonds & Taxes (2%)				\$30,387.73
Subtotal				\$1,701,712.86
<b>Total Hard Construction Cost Opinion</b>				<b>\$1,701,712.86</b>

Total Hard Construction Cost Opinion				\$1,701,712.86
Architect Fees				\$154,070.00
<b>Totals</b>				<b>\$1,855,782.86</b>

**EXHIBIT B**  
**CONTRIBUTIONS BY MUNICIPAL PARTIES**  
**UPDATED: 1ST Amendment to the Phase 2 IGA for Ralston House**

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<b>Totals</b>	<b>100.00%</b>	<b>\$ 1,678,572</b>



11701 Community Center Drive  
PO Box 330061  
Northglenn, Colorado 80233-8061  
Phone (303) 451-8326  
FAX (303) 450-8798

Dear Ralston House Municipal Parties,

I am writing to follow-up on our most recent meeting in July, 2017 regarding the capital construction estimate for the new Ralston House Child Advocacy Center. At the meeting, the parties agreed to proceed with an updated opinion of probable cost from Eidos Architects. The original estimate of \$1.7 million was from September, 2016 and needed revision now that the final plans "bid set" are completed and ready for permitting and construction. In the meantime, the City of Northglenn is continuing to invest capital resources to prepare the site for construction, including relocation of the emergency generator on site. The City of Northglenn is investing in the site preparations outside of any additional contribution to the capital construction of the building.

There are several documents attached to this letter for your review and comment.

- Phase 2 IGA between the Municipal Parties for the construction of Ralston House
- Updated Opinion of Probable Cost, Eidos Architects, August, 2017
- Updated Analysis of Contributions by Municipal Parties
- 1<sup>st</sup> Amendment to the Phase 2 IGA (with updated Exhibit B)

The City of Northglenn is proposing the following approach to completing this project.

- 1) Distribute 1<sup>st</sup> amendment to Phase 2 IGA with updated contribution calculations. The updated opinion of probable cost includes all soft costs (architect) and hard costs for construction. While there are contingencies included, the City is proposing an additional 5% project contingency to be included in the final contribution calculations. The amendment to the IGA will be structured so that once final actual construction costs are known, any monies received over that amount will be returned to the municipal parties in accordance with the percentage splits.
- 2) Seek consensus from the Municipal Parties on the approach and updated contribution calculations.
- 3) Once consensus is reached, the City of Northglenn will issue the bid documents for construction of the new Ralston House.
- 4) Each Municipal Party shall schedule the 1<sup>st</sup> Amendment to the Phase 2 IGA for approval by the respective City Councils/Board of Commissioners.
- 5) Once all IGA amendments are approved, the City of Northglenn will invoice each Municipal Party for their respective share of contribution as outlined in the IGA.

- 6) Once all monies have been received by the City of Northglenn, the City will proceed with award of contract and notice to proceed.
- 7) After construction is completed and there is a complete and accurate accounting of all costs associated with the project, the City of Northglenn will refund all monies paid by the Municipal Parties in excess of the actual costs.

I am willing to schedule another conference call in the next several days to review this information, answer questions, and consider alternatives from the Municipal Parties.

Please review the attached information as soon as possible and thank you for your continued support of this important project for our communities.

Sincerely,

James A. Hayes, AICP  
City Manager  
City of Northglenn