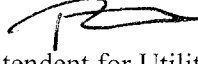


PUBLIC WORKS DEPARTMENT
MEMORANDUM #2013 – 01

DATE: January 14, 2013
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: David H. Willett, Acting City Manager 
Raymond Reling, Public Works Superintendent for Utilities
SUBJECT: CR – 04; Terminal Reservoir Outlet Structure Repair – Engineering/Design and Construction Management

BACKGROUND

On November 6, 2012, a leak was found on the Terminal Reservoir outlet works pipeline located at the water treatment plant. The pipeline delivers raw water from the terminal reservoir storage into the treatment building. Since the pipeline does not have a shutoff gate at the reservoir, an inflatable plug was inserted to stop the flow temporarily. In addition, a bulkhead was fabricated and placed on the end of the pipeline as an added safety precaution. The water treatment plant switched over to the reservoir bypass pipeline to continue operating. Once flow was restored via the by-pass, our emergency contractor performed additional excavation and inspection on the piping from terminal reservoir. Subsequently the location of the leak was found on a short section of steel pipe exhibiting extensive corrosion damage.

On November 10, 2012, the site was inspected by the State Engineer's Office (SEO) because the Terminal Reservoir is classified as a "significant hazard" dam. The SEO provides oversight for the design, construction, and maintenance of dams. The SEO was notified of the situation and inspected the site shortly thereafter. The SEO issued a letter with the following requirements and recommendations for the Terminal Reservoir:

- Installation of a valve or gate at the reservoir end of the outlet works pipeline
- Lining of the outlet works pipeline through the reservoir embankment
- Lining of the reservoir bypass pipeline along the dam
- Installation of an access point for internal inspection on the outlet works pipeline

On November 28, 2012, the City solicited proposals for the above-referenced repairs from three pre-qualified consulting firms: HDR Engineering, J&T Consulting, and URS Corporation. The group was selected based on experience with design, permitting, and construction of dams and related infrastructure. The Request for Proposal (RFP) stipulated that the consultant provide separate and mutually exclusive fee estimates for the following services:

- Engineering/Design
- Construction Management

The RFP also included stipulations regarding the project schedule, so that the repairs will be completed before the start of peak demand season in May 2013 and non-interference with the Chemical Building Improvements project that will be underway at the same time.

On December 11, 2012, the City received two proposals for the Terminal Reservoir Outlet Structure Repair engineering and design, from J&T Consulting and URS Corporation. (HDR Engineering declined to submit a proposal).

Professional Services Agreement	J&T Consulting	URS Corporation
Engineering/Design	\$53,820	\$86,600
Construction Management	\$19,840	\$40,000

January 14, 2013

Terminal Reservoir Outlet Structure Repair – Engineering/Design and CM

After reviewing the proposals, Staff recommends awarding the **Engineering/Design** portion of the contract to **URS Corporation**. The reasons for this recommendation are listed below:

- URS provides consulting services (ground water monitoring and embankment stability) to the city of Northglenn for Bull Reservoir.
- URS (as Engineer/Designer) and J&T (as Construction Manager) teamed successfully for the Bull Reservoir emergency repairs in 2008.
- URS has extensive experience in the analysis and assessment of dam stability pertaining to construction activity directly impacting the functionality of a dam.
- URS is extremely familiar with the requirements of the State Engineer's Office and would most likely gain approval for their design in less time under a compressed schedule.

Staff, also recommends awarding the **Construction Management** portion of the contract to **J&T Consulting**.

Staff requests that both the Engineering/Design and Construction Management contracts include a 10 percent contingency to account for minor changes in the scope of work.

BUDGET/TIME IMPLICATIONS

The proposed project would be funded out of the following accounts:

CAPITAL EXPENDITURE BREAKDOWN

Requested CIP Estimated Budgeted Amount for 2013	\$500,000.00
Engineering and Design, Permitting, Bidding Assistance, and	(\$95,260.00)
Construction Administration (URS Corporation)	
<u>Construction Management (J&T Consulting)</u>	<u>(\$21,824.00)</u>
Balance of CIP Funds available for Construction	\$382,916.00

Note: The actual construction cost is unknown at this time. URS will provide an estimate of probable cost once the engineering and design work is at 30% completeness.

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would:

- 1) Authorize the Mayor to execute a contract between the City of Northglenn and **URS Corporation** for the Terminal Reservoir Outlet Structure Repair Engineering/Design, in the amount of **\$86,600.00**.
- 2) Authorize \$8,660 as a contingency to approve minor changes in the scope of work and execute relevant change orders up to the approved expenditure limit of **\$95,260.00**.
- 3) Authorize the Mayor to execute a contract between the City of Northglenn and **J&T Consulting** for the Terminal Reservoir Outlet Structure Repair Construction Management, in the amount of **\$19,840.00**.
- 4) Authorize \$1,984 as a contingency to approve minor changes in the scope of work and execute relevant change orders up to the approved expenditure limit of **\$21,824.00**.

Staff recommends approval of the proposed Resolution.

STAFF REFERENCE

David H. Willett, MBA, P.E., Acting City Manager
Raymond Reling, Public Works Superintendent for Utilities

dwillett@northglenn.org or 303.450.8783
rreling@northglenn.org or 303.450.4049

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-4
Series of 2013

Series of 2013

A RESOLUTION APPROVING THE DESIGN AND CONSTRUCTION MANAGEMENT FOR THE TERMINAL RESERVOIR OUTLET STRUCTURE REPAIR PROJECT AND AUTHORIZING THE NECESSARY CONTRACTS AND EXPENDITURES TO ACCOMPLISH THE PROJECT

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

Section 1. The City Council hereby approves the Design and Construction Management for the Terminal Reservoir Outlet Structure Repair Project (the "Project"), in an amount not to exceed \$117,084.00, and authorizes the following to accomplish the Project:

(a) The execution of a Professional Services Agreement between the City of Northglenn and URS Corporation for engineering and design services for the Project in the amount of \$86,600.00 with a ten percent (10%) contingency of \$8,660.00 for a total amount not to exceed \$95,260.00; and

(b) The execution of a Professional Services Agreement between the City of Northglenn and J&T Consulting for construction management services for the Project in the amount of \$19,840.00 with a ten percent (10%) contingency of \$1,984.00 for a total amount not to exceed \$21,824.00.

DATED at Northglenn, Colorado, this ____ day of _____, 2013.

ATTEST:

JOYCE DOWNING
Mayor

JOHANNA SMALL, CMC
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 _____, 2012, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and URS Corporation (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 eighty-six thousand six hundred dollars (\$86,600.00). 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. ILLEGAL ALIENS

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 the City 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 the City, 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 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 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 the City, its officers, or its employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

X. 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. 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 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: Terrie Pineda
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 one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

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 the City for any purposes.

XVI. 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.

XVII. 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.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations 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..

XIX. 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: URS Corporation
8181 East Tufts Avenue
Denver, Colorado 80237

URS CHANGE #10 []

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

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing Date

ATTEST:

Mayor
Title

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

ATTEST:

By: Ed Villano
Ed Villano
Print Name

Project Manager VIV/13
Title Date

CONSULTANT.

By: [Signature]
Ed A. Toms
Print Name

Vice President 1/11/13
Title Date

Name of City's Project Manager
Tom Kawamoto, Civil Engineer II

Exhibit A

TABLE 3

Summary of Cost - Schedule A

Project: Terminal Reservoir Outlet Structure Repair

Client: City of Northglenn

Tasks	TOTAL	ODC	SUB	Total	Estimated Hours											Total	Other Direct Costs				
	LABOR				Cost	PIC	PM /	Tech. Review	Pipeline /	Structural	Cost /	CA	Staff Eng.	CADD	Project		Word	Hours	Vehicle	Fuel	Repro
	Labor				(Ris)	(Villano)	(France, Ris)	Hydraulic	(Gillan)	Sched.	(Larsen)	(TBD)	(TBD)	Assist.	Process.					Other	
	Revenue				\$180.00	\$120.00	\$180.00	\$140.00	\$115.00	\$140.00	\$115.00	\$102.00	\$100.00	\$55.00	\$55.00					w/mu	
																				10%	
SCHEDULE A																					
Task 1 - Engineering & Design																					
Hydraulic Analyses (Pipelines)	\$1,452	\$0		\$1,452				6				6				12				\$0	
Geotechnical Analyses (see Task 6)	\$0	\$0		\$0												0				\$0	
Structural Analyses (Inlet & Vault)	\$1,224	\$0		\$1,224				4	4			2				10				\$0	
General Design Drawings (3 sheets)	\$2,130	\$0		\$2,130		2	1	2	2				12			19				\$0	
Inlet Design Drawings (4 sheets)	\$10,620	\$0		\$10,620		1	1		48				48			98				\$0	
Pipeline Design Drawings (4 sheets)	\$7,100	\$0		\$7,100		1	1	20					40			62				\$0	
Geotech. Design Drawing (1 sheet)	\$1,940	\$0		\$1,940		8	1						8			17				\$0	
Division 1 Specifications (12 sections)	\$3,174	\$0		\$3,174		12	1					12			6	31		\$150	\$50	\$220	
Technical Specifications (13 sections)	\$8,956	\$0		\$8,956		16	1	26	18			8			6	75		\$150	\$50	\$220	
Engineer's Construction Cost Estimate	\$4,606	\$0		\$4,606	1	1	1	2	2	20		8				35				\$0	
SEO Design Report	\$4,040	\$0		\$4,040	2	8	2	12	4						4	32		\$100	\$25	\$138	
Design Team Meetings (1/wk x 8 wks)	\$3,720	\$0		\$3,720	4	8		8	8							28				\$0	
Task 1 Total	\$49,000	\$0	\$0	\$49,000	7	57	9	80	86	20	0	36	108	0	16	419	\$0	\$0	\$400	\$125	\$578
Task 2 - Permitting																					
Correspondence with SEO	\$480	\$0		\$480		4										4				\$0	
Task 2 Total	\$500	\$0	\$0	\$500	0	4	0	0	0	0	0	0	0	0	0	4	\$0	\$0	\$0	\$0	
Task 3 - Bidding Assistance																					
Bidder Pre-qualification	\$1,100	\$0		\$1,100	1						8					9				\$0	
Preparation for Pre-Bid Conference	\$760	\$0		\$760	1	1					4					6				\$0	
Conduct Pre-bid Conference	\$460	\$47		\$507							4					4	\$28	\$15		\$47	
Response to Bidder Questions	\$1,295	\$0		\$1,295		1		1	1		8					11				\$0	
Prepare RFP Addendum	\$1,295	\$0		\$1,295		1		1	1		8					11				\$0	
Conduct Bid Opening	\$460	\$47		\$507							4					4	\$28	\$15		\$47	
Bid Eval. & Award Recommendation	\$760	\$0		\$760	1	1					4					6				\$0	
Task 3 Total	\$6,100	\$100	\$0	\$6,200	3	4	0	2	2	0	40	0	0	0	0	51	\$56	\$30	\$0	\$95	
Task 4 - Construction Administration																					
Prepare for Pre-Construction Meeting	\$760	\$0		\$760	1	1					4					6				\$0	
Conduct Pre-Construction Meeting	\$460	\$0		\$460							4					4				\$0	
Review/Approve Contractor Schedule	\$460	\$0		\$460							4					4				\$0	
Review/Approve Contractor Submittals	\$1,440	\$0		\$1,440		2		2	2		6					12				\$0	
Respond to Contractor RFI's	\$1,730	\$0		\$1,730	1	1		2	2		8					14				\$0	
Field Change Directives	\$1,160	\$0		\$1,160		2					8					10				\$0	
Contractor's Change Proposals	\$1,160	\$0		\$1,160		2					8					10				\$0	
Contractor's Change Order Requests	\$1,160	\$0		\$1,160		2					8					10				\$0	
Non-Compliance Reports	\$1,160	\$0		\$1,160		2					8					10				\$0	
Final Record Drawings	\$2,470	\$0		\$2,470		2		2	2		8		8			22				\$0	
Construction Report	\$5,520	\$0		\$5,520		6		4	4		24		8		4	50				\$0	
Task 4 Total	\$17,500	\$0	\$0	\$17,500	2	20	0	10	10	0	90	0	16	0	4	152	\$0	\$0	\$0	\$0	

Exhibit A

TABLE 3

Summary of Cost - Schedule A

Project: Terminal Resvoir Outlet Structure Repair

Client: City of Northglenn

Tasks	TOTAL				Estimated Hours											Total Hours	Other Direct Costs				
	LABOR	ODC	SUB	Cost	PIC (Ris)	PM / Geotech (Villano)	Tech. Review (France, Ris)	Pipeline / Hydraulic (Mueller)	Structural (Gillan)	Cost / Sched. (Watts)	CA (Larsen)	Staff Eng. (TBD)	CADD (TBD)	Project Assist.	Word Process.		Vehicle	Fuel	Repro	Express Mail	Total Other w/mu 10%
SCHEDULE A	Labor Revenue				\$180.00	\$120.00	\$180.00	\$140.00	\$115.00	\$140.00	\$115.00	\$102.00	\$100.00	\$55.00	\$55.00						
Task 5 - Design Survey																					
Survey Subcontract - Geosurv	\$295	\$0	\$2,400	\$2,695		2								1		3					\$0
Survey Results Review & Comment	\$230	\$0		\$230							2					2					\$0
Task 5 Total	\$500	\$0	\$2,400	\$2,900	0	2	0	0	0	0	2	0	0	1	0	5	\$0	\$0	\$0	\$0	\$0
Task 6 - Geotechnical Investigation																					
Review Existing Geotech Reports	\$240	\$0		\$240		2										2					\$0
Field Investigation	\$732	\$47		\$779		1						6				7	\$28	\$15			\$47
Lab Testing Subcontract - ATT	\$324	\$0	\$1,150	\$1,474		1						2				3					\$0
Summarize Field & Lab Data	\$528	\$0		\$528		1						4				5					\$0
Geotechnical Analyses	\$1,536	\$0		\$1,536		6						8				14					\$0
Geotechnical Report	\$1,588	\$0		\$1,588		8						4			4	16					\$0
Calc. check & ITR	\$684	\$0		\$684		1	2					2				5					\$0
Task 6 Total	\$5,600	\$0	\$1,200	\$6,800	0	20	2	0	0	0	0	26	0	0	4	52	\$28	\$15	\$0	\$0	\$47
Task 7 - Project Admin. & Management																					
Project Set Up	\$590	\$0		\$590		4								2		6					\$0
Budget & Billing	\$460	\$0		\$460		2								4		6					\$0
Client Correspondence & Meetings	\$2,040	\$0		\$2,040	6	8										14					\$0
Project Closeout	\$590	\$0		\$590		4								2		6					\$0
Task 7 Total	\$3,700	\$0	\$0	\$3,700	6	18	0	0	0	0	0	0	0	8	0	32	\$0	\$0	\$0	\$0	\$0
TOTAL	\$82,900	\$100	\$3,600	\$86,600	18	125	11	92	98	20	132	62	124	9	24	512	\$84	\$45	\$400	\$125	\$719

Estimated Costs for Additional Services

Additional Services - Update Terminal Reservoir O&M Manual																					
Inlet Gate O&M	\$760	\$0		\$760		1	1		4							6					\$0
Pipeline & Vault O&M	\$784	\$0		\$784		1	1	2				2				6					\$0
Filter Drain Outfall O&M	\$660	\$0		\$660		4	1									5					\$0
Total	\$2,200	\$0	\$0	\$2,200	0	6	3	2	4	0	0	2	0	0	0	17	\$0	\$0	\$0	\$0	\$0

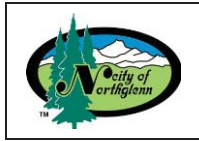


Exhibit B

RFP No. 2012-59 Terminal Reservoir Outlet Structure Repair

FEE SCHEDULE

Our 2013 Fee Schedule is provided below. A summary of our detailed hour estimates and rates used to arrive at the proposed project cost is provided separately in the Fee Proposal on the following page.

City of Northglenn 2013 COLORADO FEE SCHEDULE – ENGINEERING SERVICES

The following describes the basis for compensation for services performed during 2012. This Fee Schedule will be effective through December 31, 2013. Each subsequent year, this Fee Schedule will be adjusted annually to reflect merit increases, economic salary increases, inflation increases, cost of living increases, and changes in the expected level and mode of operations for the new year. The new Fee Schedule will apply to existing and new assignments.

PERSONNEL CHARGES

Charges for time required in performing the Scope of Services, including office, field, and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated.

Labor Classification	Hourly Rate
Assistant/Support Staff 1	41
Assistant/Support Staff 2	50
Assistant/Support Staff 3	55
Assistant/Support Staff 4	69
Assistant/Support Staff 5	79
Assistant/Support Staff 6	88
Assistant/Support Staff 7	97
Assistant/Support Staff 8	106
Assistant/Support Staff 9	116
Assistant/Support Staff 10	125
Staff 1	74
Staff 2	84
Staff 3	93
Staff 4	102
Project 1	115
Project 2	120
Project 3	130
Project 4	140
Consultant 1	153
Consultant 2	167
Consultant 3	180
Consultant 4	194
Expert Witness	347

Project Manager Classification rates are by levels and depend on the size and complexity of the job.

Charges for temporary personnel under Company supervision and using Company facilities will be invoiced according to the hourly rate corresponding to their classification, if not billed as subcontractors.

When Company staff appears as expert witnesses at court trials, arbitration hearings, mediation, and depositions, their time will be charged at the Expert Witness rate.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel will be charged at time and a half.

Project accounting reporting and financial services, including submission of invoice support documentation will be charged at the appropriate rate of the staff performing the work.

LABORATORY SERVICES (IF APPLICABLE)

The charges for laboratory testing performed at Company facilities are set forth in the Schedule of Company Laboratory Testing Charges.

FIELD EQUIPMENT (IF APPLICABLE)

The charges for field equipment owned by URS are set forth in the Schedule of Equipment Charges. Leased or rented field equipment will be charged as another direct cost.

OTHER PROJECT CHARGES

Subcontracts

The cost of services subcontracted by the Company to others will be charged at cost plus 10%.

Travel and Other Direct Costs

The cost of travel (airfares, lodging, meals, rental vehicles, parking fees, baggage handling cost, etc.) or other direct cost (field supplies, report binding supplies, film and processing, etc.) will be charged at cost plus 10%. A per diem may be used for lodging and meals.

Document Reproduction

In-house labor for document reproduction will be charged directly to projects. External reproduction will be charged at cost plus 10%.

Dedicated Equipment

Equipment (e.g., cellular telephone, computers, etc.) dedicated to specific projects will be billed at cost plus 10%.

Vehicles and Mileage

Company owned or leased field vehicles (pick-ups, vans, trucks, etc.) used on project assignments will be charged at the rates noted in the Schedule of Equipment Charges. The mileage charge for personal autos will be the current mileage rate established by the Internal Revenue Service.

This Fee Schedule contains URS confidential business information. Do not disclose, copy, or distribute without written permission from URS.

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

FROM: URS Corporation
(Prospective Consultant)

TO: City of Northglenn
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name Terminal Reservoir Outlet Structure Repair

Bid Number 2012-59

Project No. 2012-59

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 _____, 2012.

Prospective Consultant URS Corporation

By: [Signature]

Title: Vice President

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and J&T Consulting (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 nineteen thousand eight hundred forty dollars (\$19,840.00). 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. ILLEGAL ALIENS

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 the City 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 the City, 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 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 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 the City, its officers, or its employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

X. 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. 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 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: Terrie Pineda
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 one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

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 the City for any purposes.

XVI. 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.

XVII. 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.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations 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..

XIX. 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: J&T Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, Colorado 80621

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

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing Date

Mayor
Title

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: _____
Jason Murray

Print Name

President Title 1/8/2013 Date

ATTEST:

By: _____
J.C. York
Print Name

Secretary Title 1/8/2013 Date

Name of City's Project Manager
Tom Kawamoto, Civil Engineer II

Exhibit A



J&T Consulting, Inc.

City of Northglenn

Terminal Reservoir Outlet Structure Repair

12/11/2012

Professional Services Scope and Fee Summary

© 2012 J&T Consulting, Inc.

Task Description	J&T Consulting				Cesare	Qualcorr	Am West	Task Subtotal
	Project Manager	Project Engineer	Senior Designer	Engineer/ Designer	Geotechnical Investigation	Corrosion Protection Engineering	Surveying	
	Murray	York/Murray JB Wright	Yee	Walstad Schum				
	rate	\$95	\$85	\$75	\$65			

SCHEDULE B

Construction Management (8 weeks)

Resident Field Observation & Reporting (20 hrs/wk)		160						\$13,600
Construction Progress Meetings (weekly)	16							\$1,520
Pay Application Review (2)	4	4						\$720
Contractor As-Built Review	8	8						\$1,440
Final Walkthrough	4							\$380
Punch List Development and Completion	4	8						\$1,060
Schedule B Subtotals	36	180	0	0	\$0	\$0	\$0	\$18,720
							Schedule B Expenses (6%)	\$1,120
							Schedule A Total	\$19,840

2013 RATE SCHEDULE

**J&T Consulting, Inc.****Professional Services**

Clerical Support	\$45
Engineer / Designer	\$60-\$75
Senior Designer	\$70-\$85
Project Manager / Owner's Representative	\$80 - \$105
Senior Technical Advisor	\$100-\$130
PE I (Design & Field)	\$75 - \$105
PE II (Project Management & Public Hearings)	\$80 - \$110
PE III (Expert Witness)	\$150

Expenses

Mileage	Current IRS Rate
Office Materials, Postage & Reproduction	Cost + 5%
Normal Density Bond Plots (line work)	\$1.50 / sf
High Density Bond Plots (images, photos, charts, etc.)	\$4.00 / sf
Mylar Media Surcharge	\$5.00 / sf
Grey Scale prints (text)	\$0.05 / page
Color Prints (text)	\$0.10 / page
High Density Prints (images, photos, charts, etc.)	\$1.00 / page

