



**PLANNING AND DEVELOPMENT DEPARTMENT
MEMORANDUM 13-20**

DATE: May 20th, 2013
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: David Willett, Interim City Manager 
Brook Svoboda, Director of Planning and Development 
SUBJECT: CR-53 Safebuilt Professional Services Agreement

BACKGROUND

At the May 6th Study Session, it was Council's consensus to move forward with renewing the Professional Services Agreement with Safebuilt for building inspection services. The term of the agreement will be for 3 years with a 2 year option to extend. Additionally the fee schedule has been updated to reflect a reduction in the percent collected by Safebuilt for projects over \$1 Million in valuation from 75% to 70%.

BUDGET/TIME IMPLICATIONS:

The proposal would increase revenue to the City at no additional expense to the applicant.

STAFF REFERENCE

Brook Svoboda, Director of Planning and Development bsvoboda@northglenn.org or
303.450.8937

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-53
Series of 2013

Series of 2013

A RESOLUTION APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF NORTHGLENN AND SAFE BUILT COLORADO, INC.

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

Section 1. The Professional Services Agreement between the City of Northglenn and Safe Built Colorado, Inc., attached hereto as **Exhibit 1**, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

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

JOYCE DOWNING
Mayor

ATTEST:

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 _____, _____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Safe Built Inc., Colorado (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. Compensation to the Contractor shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. The parties acknowledge compensation shall vary hereunder, and shall be dependent on the quantity of services requested as described in Exhibit A, the revenues of which are shared by the City and Contractor as set forth in Exhibit B. In addition, in consideration for the completion of the services specified herein by Contractor, the City shall pay Contractor an amount not to exceed Ten Thousand dollars (\$10,000) annually for add-on services. Invoices will be itemized and include permit and plan review fees and hourly breakdown for all personnel and other charges for add-on services. The maximum fee specified herein shall include all fees and expenses incurred by Contractor 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. 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

A. **Indemnification and Hold Harmless:** To the fullest extent permitted by law, SAFEbuilt shall be liable for and shall defend, save, indemnify, and hold harmless the Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of the Municipality, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of SAFEbuilt or any officer, employee, representative, or agent of SAFEbuilt. To the extent permitted by law, City shall indemnify Consultant for claims against the Consultant arising from the proper enforcement of any of the City's Codes, which are determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid and in cases where the professional services provided pursuant to this Agreement are performed in good faith and as generally accepted standards practiced by others providing similar services.

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: David Willett, City Manager
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently 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

The term of the Agreement shall be three (3) years, from _____, 2013 to _____, 2016. At the end of the three (3) year period and in the absence of written notice of termination, this Agreement will be renewed for an additional term of two (2) years. The City will provide Contractor with thirty (30) days advance written notice of termination. In the absence of written notice this Agreement will continue in force. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor 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 Contractor.

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 of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

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: _____

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

CITY OF NORTHGLENN, COLORADO

By: _____

ATTEST:

Print Name

Johanna Small, CMC Date
City Clerk

Title Date

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: 

ATTEST:

David Thomsen
Print Name

By: Sharon Marquez

vice President 5.17.13
Title Date

Sharon Marquez
Print Name

Business Dev 05/17/13
Title Date

Name of City's Project Manager

SCOPE OF WORK EXHIBIT A

1. The initial staff levels, certifications and responsibilities will be as follows:

a. Building Official/Plans Examiner/Combination Inspector shall:

- Be ICC certified
- Process and review permits
- Make recommendations and provide first draft for code adoption, local amendments, and fee ordinances
- Attend City Council, Planning Commission, and Board of Adjustment meetings upon request up to a maximum of 10 meetings per calendar year
- Provide reports to staff and/or City Council as directed (monthly written reports and quarterly presentations to City Council, as necessary)
- Report may be produced from web-based, contractor-provided software and shall include applicant satisfaction survey results
- Work directly with City staff to establish or refine internal processes
- Provide recommended code interpretations for final approval
- Be available for and conduct pre-construction meetings as requested
- Perform building code compliant review
- Provide all required inspections and document the results for those inspections
- Work with other staff and the contractors to develop remedies for code violations
- Provide assistance with damage assessment as required after major storm events
- Provide back-up for Permit Technician position
- Provide information, education, and recommendations to the public on how to obtain and maintain building code compliance
- Be dedicated to the City of Northglenn, but may provide concurrent service to other municipalities served by the contractor

b. Permit Technician/Plans Examiner shall:

- Be an ICC certified permit technician and residential plan examiner
- Process and review permits
- Be available daily to meet applicants, issue permits, and interact with the public (40 hours/week, 8:00am-5:00pm, Monday through Friday)
- Facilitate the building permitting process from initial permit intake to final issuance of permit to help ensure code compliance
- City-issued permits including contractor licensing, right-of-way permits, erosion and sediment control plans, and sign permits shall be directed to City staff for intake and review
- Ensure customer service to both walk-in and phone customers
- Accept plan review submittal documentation, check for submittal completeness, and facilitate the routing of submittal to appropriate departments and agencies. A checklist of submittal requirements will initially be provided by the City and may be mutually revised by the City and contractor
- Provide over-the-counter permits issued at time of submittal
- Provide plan review on smaller residential projects
- Respond to citizen and contractor requests
- Schedule inspections and provide support to inspectors in the field
- Interface with the community
- Provide laptop or desktop computer and the City will provide internet/network connection
- Provide customer service from 8:00 am to 5:00 pm with no permits being issued after 4:30pm. A one (1) hour lunch is permitted with reciprocal counter coverage by City staff. Counter service levels will be mutually evaluated after ninety (90) days.

2. Review building permit applications for compliance with building, electrical, plumbing, and accessibility codes

Plan Review Turnaround Times:

Plan Review	Type	First Comments	Second Comments
Residential	5 working days		not applicable
Multi-family	10 working days		5 working days
Tenant Finish	5 working days		5 working days
Commercial < \$2M)	10 working days		5 working days
Commercial (> \$2M)	21 or less working days		10 working days

3. Conduct all inspections, required by City ordinances and resolutions, to ensure life safety and code compliance

• *List of Inspections:*

Setbacks*, footings*, wall steel (rebar)*, underground plumbing to the property line, underground electric, rough electric, rough plumbing, rough heating (flues and vents), rough framing, insulation, drywall, final electric, final plumbing, final heating, and final building

* In the case of setbacks, footings, and wall steel, SAFEbuilt will either perform the inspections or, alternatively, administer a program requiring written engineering approval of the footings and wall steel (i.e., engineer's letter) and a written surveyor's approval of the setbacks (i.e., improvement location certificate or similar document)

• Receive, respond to and record inspection requests. All inspections called in by 7:30am will be completed the same day, never "rolling over" inspections.

Additionally, provide one (1) hour call ahead inspection notification to homeowners.

• Online scheduling may be provided through the web-based, contractor-provided, software and may be linked to the City's web site.

Application forms may also be available online.

• Work in unison with the North Metro Fire Rescue District to ensure compliance with any applicable Fire Code and ensure all commercial and multi-family structures have been inspected and approved prior to issuing a Certificate of Occupancy

4. Customer Service

• Provide customer service to design professionals, contractors and homeowners via fax, phone, and e-mail regarding code requirements, violations and permit submittal

• Create and distribute Plan Review Notices including routing of plans to internal City departments and external agencies

• Meet with applicant for pre-submittal courtesy reviews and lead or direct applicant to achieve compliance with regards to a deficient submittal including, but not limited to weekly attendance at the Development Review Committee (DRC). Attendance at DRC meeting will be as warranted.

• Implement a "Rapid Review Thursday" program where homeowners are able to obtain basic permits "over the counter" such as air conditioner, demolition, fence (under 6 feet in height), furnace, lawn sprinkler systems, re-shingle existing roof, siding, water heaters, and same size window replacement

• Present a marketing plan to the City to inform members of the public about the new outsourced building division and its services. This may include, but is not limited to outreach with the Home Builders Association, local Realtors, media, and the general public

• Provide response to Colorado Open Records Act (CORA) requests for building permit and inspection records in accordance with State law. Procedures for responding to these requests and locations of hard copy files will be resolved during the initial 30 day transition period

• City will provide office space, furniture, fixtures, telephone, Internet access, building access (prox) cards, City identification badges, ".eps" file of City logo, and e-mail address (es)

• Contractor will provide magnetic City logo for contractor-owned vehicles, computer(s), business cards, building permit forms, and homeowner handouts, all subject to City approval

5. Records management and reporting functions

• Maintain records of all submittals, fee received, reviews and inspections

• Document storage and maintenance (plan review and inspection documents) at a City-controlled location and document retention and destruction (plan review and inspection documents) in accordance with a Record Retention and Destruction Plan adopted by the City.

• Create monthly report for work performed, fees collected, and customer satisfaction surveys

• Collect City permit fees, plan review fees, and use tax, if any, upon building permit application, and if necessary, special district fees. This includes compliance with Finance Department procedures for point-of-sale, cash management, and daily close out of cashier's drawer.

6. Additional Services and Miscellaneous

- Issue "stop work" orders for work done without a permit
- Issue "Dangerous Building" notices for vehicle or fire-damaged buildings
- Review files of buildings and existing permits being completed and issue Certificate of Occupancy where applicable
- Provide knowledgeable staff to support and attend meetings of the Board of Adjustment in the event of an appeal of the Building Official's decision
- Provide advice, education and support to the City Council and Director of Planning and Development regarding code interpretations and adoptions and new legislation affecting building codes.
- Provide access to SAFEbuilt web-based building department software package to the Director of Planning and Development and other City Departments as necessary for the review and routing process.
- The City maintains hiring approval over the key personnel positions outlined in number one (1), above
- The City will continue to issue contractor licenses and right-of-way construction permits
- Both parties shall ensure compliance with CB-1673, Ordinance # 1532 (attached) - Application of Building Codes to Existing Permitted Work
- SAFEbuilt shall be designated as the Chief Building Official for the City of Northglenn

FEE SCHEDULE EXHIBIT B

Fee Type	SAFEbuilt %	City %
Building Permit Fee - < \$1M in valuation	75% of City permit fee	Retain 25%
Building Permit Fee - > \$1M in valuation	70% of City permit fee	Retain 30%
Trade Permit Fee	75% of City permit fee	Retain 25%
Plan Review	75% of City permit fee	Retain 25%
Single Stop Fee	75% of City permit fee	Retain 25%
Contractor License Fee	30% of City permit fee	Retain 70%
City Owned/Waived	50% of City permit fee	Retain 0%

"City permit fee" means permit and plan review fee in accordance with the adopted City fee schedule

- Emergency Services Fee: \$100.00 per hour with a minimum of 2 hours
- Investigative Services Fee: \$100.00 per hour
- Existing Permit Fee: Permits issued prior to October 12, 2009 "Effective date" shall be inspected at a rate of \$75 .00 per hour
- The following fees shall be passed through the City of Northglenn to the applicant:
 - Revisions to previously approved plans: \$ 100.00 per hour
 - After hours/weekend inspections: \$ 100.00 per hour with a minimum of 2 hours
 - Re-inspection fee: \$75.00
- Trade Permit Fee is defined as a separate fee such as an electrical permit fee
- Single Stop Fee is defined as a fee for a permit issued the same day it was requested or "over the counter" permits

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

FROM: _____
(Prospective *Consultant*)

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

Project Name _____

Bid Number _____ Project No. _____

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 _____, _____.

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

OR

I, _____, am an owner/member/shareholder of _____, a _____ [specify type of entity-i.e, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

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

The City must verify this statement by reviewing one of the following items:

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *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 the City'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 the City.

Signature

Date

**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

For the DEPARTMENT PROGRAM AFFIDAVIT

LISTS OF ACCEPTABLE DOCUMENTS

LIST A Documents that Establish Both Identity and Employment Eligibility	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Eligibility
1. U.S. Passport (unexpired or expired)		1. 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 <i>(other than a card stating it is not valid for employment)</i>
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. 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 <i>(Form FS-545 or Form DS-1350)</i>
3. An unexpired foreign passport with a temporary I-551 stamp		3. School ID card with a photograph		3. 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 a photograph (Form I-766, I-688, I-688A, I-688B)		4. Voter's registration card		4. Native American tribal document
		5. U.S. Military card or draft record		5. U.S. Citizen ID Card <i>(Form I-197)</i>
5. An unexpired foreign passport with an unexpired Arrival-Departure Record, Form I-94, bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, if that status authorizes the alien to work for the employer		6. Military dependent's ID card		6. ID Card for use of Resident Citizen in the United States <i>(Form I-179)</i>
		7. U.S. Coast Guard Merchant Mariner Card		
		8. Native American tribal document		7. Unexpired employment authorization document issued by DHS <i>(other than those listed under List A)</i>
	9. Driver's license issued by a Canadian government authority			
		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		

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