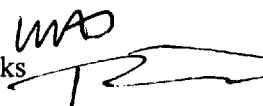


**PUBLIC WORKS DEPARTMENT
MEMORANDUM # 2012 - 15**

DATE: March 22, 2012
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: William A. Simmons, City Manager 
David H. Willett, Director of Public Works
SUBJECT: CR – 29; 2012 E. 120th Avenue Rehabilitation Design Contract

BACKGROUND

The scope of the 2012 E. 120th Rehabilitation Project initially included a three inch mill and overlay of the road surface from Washington to the Eastern City limit just east of Claude Court. In a study session, Council approved the following additions to the scope:

- Traffic Signal Improvements at the intersection of E. 120th Avenue and Claude Court
- Turn lane extension of the Eastbound left turn lane from E. 120th Avenue on to Claude Court
- Addition of landscaping and irrigation to the median between Race St. and Claude Court

On February 21, 2012, the City accepted three (3) quotes for design services. The lowest quote received was from **J&T Consulting, Inc** in the amount of \$36,790.00. A copy of the bid tabulation and the standard construction agreement are attached.

BUDGET/TIME IMPLICATIONS

The design must be completed expeditiously so that the construction can occur in the late summer/ early fall of 2012. The proposed project would be funded out of the following account:

CAPITAL EXPENDITURE BREAKDOWN

Appropriation (Mill Levy)	\$930,420.00
Design Contract	\$ 36,790.00
Design Contingency (5%)	<u>\$ 1,840.00</u>
Balance	\$891,790.00

RECOMMENDATION

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

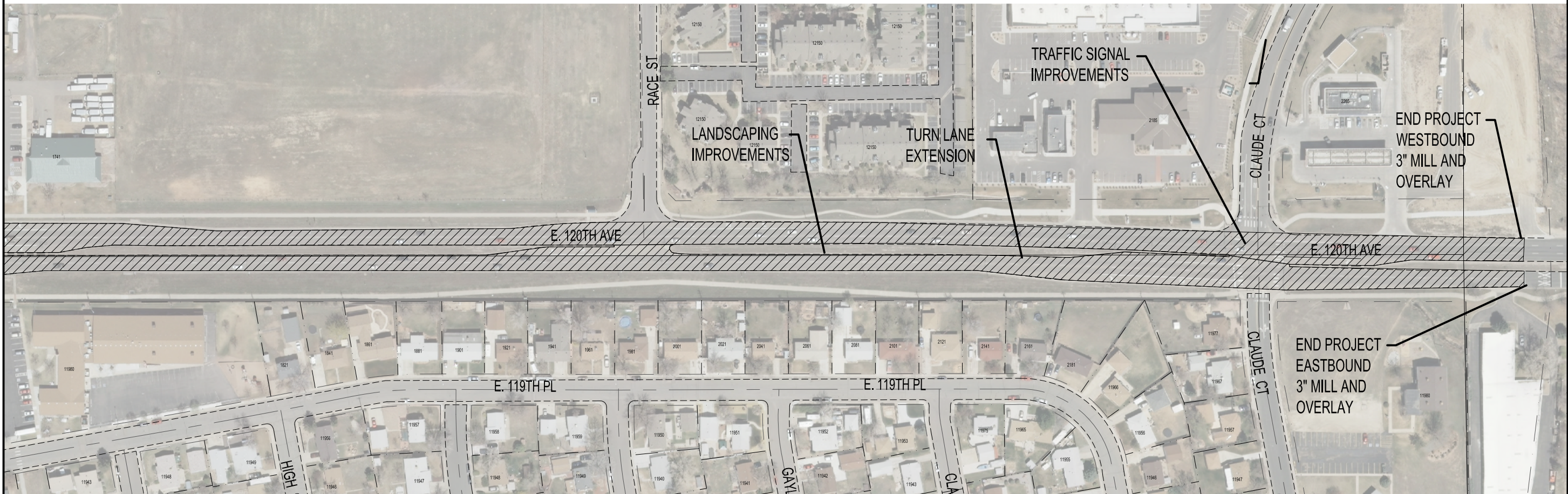
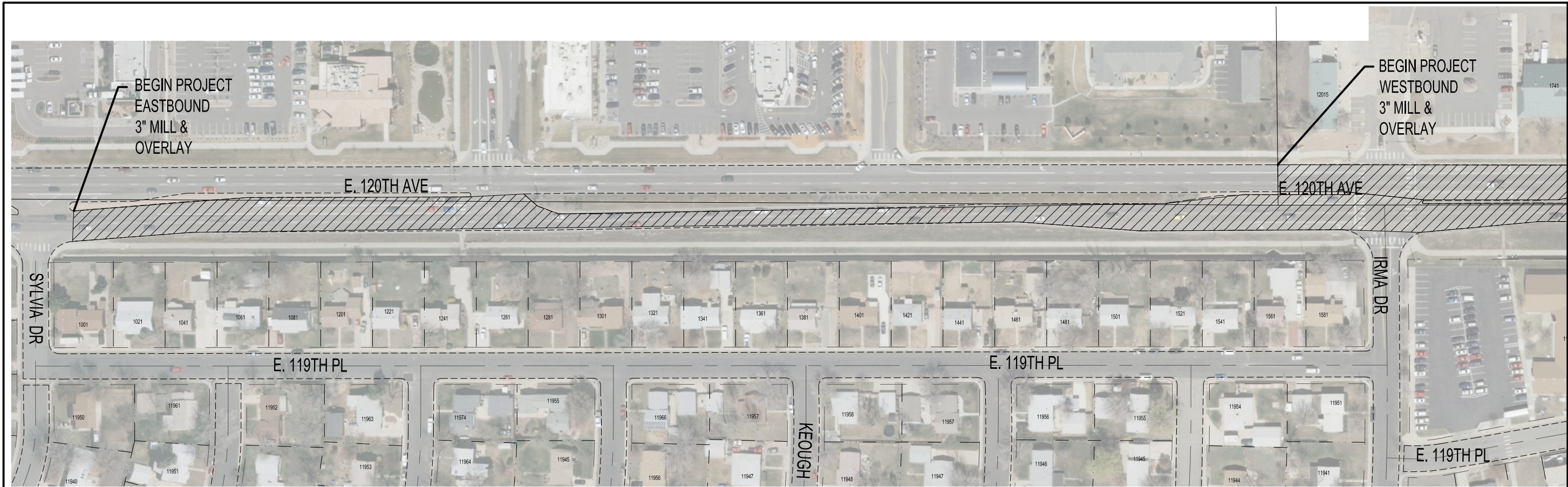
- 1) Authorize the Mayor to execute a contract between the City of Northglenn and J&T consulting, Inc. for the **2012 E. 120th Avenue Rehabilitation Design** in the amount of \$36,790.00, and;
- 2) Authorize \$1,840.00 as a contingency (5%) and authorize the City Manager, on behalf of the City, to approve changes in the scope of work and execute relevant change orders up to the approved expenditure limit of **\$38,630**.

Staff recommends approval of the proposed Resolution.

STAFF REFERENCE

David H. Willett, P.E., Director of Public Works
Joliette Woodson, P.E., Transportation Engineer

dwillett@northglenn.org or 303.450.8783
jwoodson@northglenn.org or 303.450.8835



E. 120th AVENUE REHABILITATION

MILL AND OVERLAY LIMITS

FULL SIZE

**BID DOCUMENTS
NOT FOR
CONSTRUCTION**

11701 Community Center Drive
Northglenn, Colorado 80233-8061



Phone: 303.450.8326
Fax: 303.450.8708

SCALE: N/A

PROJECT #00-0000
PROJECT ENGINEER:XXX
DRAWN BY:XXX

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-29
Series of 2012

Series of 2012

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND J&T CONSULTING, INC. FOR THE E. 120TH AVENUE REHABILITATION DESIGN PROJECT

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

Section 1. The City Council hereby approves the Professional Services Agreement between the City of Northglenn and J&T Consulting, Inc., attached hereto, for the E. 120th Avenue Rehabilitation Design Project in the amount of \$36,790.00 with a five percent (5%) contingency of \$1,840.00 for a total amount not to exceed \$38,630.00.

DATED, at Northglenn, Colorado, this _____ day of _____, 2012.

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 _____, 2012, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and J&T Consulting, Inc. (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 thirty six thousand seven hundred ninety dollars (\$36,790.00). 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 six hundred thousand (\$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: Marti Robards
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 and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal conflicting provisions in the Agreement establishing any monetary obligation beyond the current fiscal year.

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, CO 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: James C. York
James C. York
Print Name

Secretary/Principal 3/12/2012
Title Date

ATTEST:

By: TEOD YEE
TEOD YEE
Print Name

VP 3/12/12
Title Date

Name of City's Project Manager
Joliette Woodson



J&T Consulting, Inc.

February 21, 2012

City of Northglenn
Attn: Ms. Joliette Woodson, P.E.
11701 Community Center Drive
Northglenn, CO 80233

Re: *Northglenn E. 120th Avenue Rehabilitation Design – Formal Quote 2012-04*

Ms. Woodson,

We would like to thank you for considering our firm and allowing us to provide a proposal to you for design and construction services for the Northglenn E. 120th Avenue Rehabilitation Design Project.

After our review of the project information that you provided to us, we have determined the tasks that we believe need to be completed to complete your project. The following table summarizes our tasks and estimated fees.

Design Services Proposal	Fee
1. Design Survey – including project coordination (subcontractors, utility locates) to establish control plan and base map	\$5,440
2. Traffic Analysis – Includes development of traffic report for the intersection of 120th and Claude Court.	\$1,760
3. Engineering / Design	
3a. Traffic Signal Improvements - 120th and Claude Court	\$6,235
3b. Turn Lane Extension - 120th and Claude Court - Includes Pavement Design	\$3,770
3c. Landscape and Irrigation Improvements	\$4,815
3d. Prepare Drawings and Exhibits for Construction	\$4,230
3e. Prepare Technical Specifications and Opinion of Probable Costs	\$2,340
4. Project Meetings – Meet with City to discuss design – 3 meetings.	\$830
Subtotal	\$29,420
Estimated expenses (copies, postage, etc.)(3%)	\$800
Total Estimated Fee	\$30,220

Construction Services Proposal	Fee
5. Construction Administration	
5a. Attend Pre-Con and Project Walkthrough	\$530
5b. Review Project Submittals	\$1,630
5c. Respond to Requests for Information	\$1,130
5d. Develop Revised Exhibits for Change Orders	\$1,650
5e. Record Drawings	\$1,440
Subtotal	\$6,380
Estimated expenses (copies, postage, etc.)(3%)	\$190
Total Estimated Fee	\$6,570



Ms. Joliette Woodson, P.E.

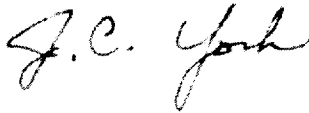
Re: Northglenn E. 120th Avenue Rehabilitation Design – Formal Quote 2012-04

February 21, 2012

Optional Services Proposal	Fee
Survey Exhibits if Additional ROW is Required	
ROW Plat and Legal Exhibit Preparation	-\$3,030
Total Estimated Fee	\$3,030

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

Sincerely,



J.C. York, P.E.

J&T Consulting, Inc.

EXHIBIT "A" PAGE 2 of 2





J&T Consulting, Inc.

City of Northglenn

E. 120th Avenue Rehabilitation Design

2/21/2012

Design and Construction Services Fee Proposal
© 2012 J&T Consulting, Inc.

Task Description	J&T				Sub-Consultants					Subtask Subtotal
	Project Manager	Project Engineer	Senior Designer	Designer	Surveying American West	Geotechnical Engineering JA Casars	Landscape Architect and Irrigation Design	Electrical ESC Engineering	Traffic Analysis and Signal STS	
	J.C. York	Jason Murray	Todd Yee	Wendy Schum						
	rate \$95	\$85	\$75	\$65						

Design Services Fee Proposal

1. Design Survey – including project coordination (subcontractors, utility locates) to establish control plan and base map	2		8		\$4,650					\$5,440
2. Traffic Analysis – Includes development of traffic report for the intersection of 120th and Claude Court.	2	2							\$1,400	\$1,760
3. Engineering / Design										
3a. Traffic Signal Improvements - 120th and Claude Court	1	4	4						\$5,500	\$6,235
3b. Turn Lane Extension - 120th and Claude Court - Includes Pavement Design	4	6	12	12		\$1,200				\$3,770
3c. Landscape and Irrigation Improvements	1	2	4				\$3,500	\$750		\$4,815
3d. Prepare Drawings and Exhibits for Construction	2	8	24	24						\$4,230
3e. Prepare Technical Specifications and Opinion of Probable Costs	4	16	8							\$2,340
4. Project Meetings – Meet with City to discuss design - 3 meetings.	6								\$260	\$830
Task Subtotal	22	38	60	36	\$4,650	\$1,200	\$3,500	\$750	\$7,160	\$29,420

Expenses (3%)

\$ 800

Total

\$ 30,220

Construction Services Fee Proposal

5. Construction Administration										
5a. Attend Pre-Con and Project Walkthrough	2	4								\$530
5b. Review Project Submittals	2	8					\$250	\$250	\$260	\$1,630
5c. Respond to Requests for Information	2	8							\$260	\$1,130
5d. Develop Revised Exhibits for Change Orders	2	4	8	8						\$1,650
5e. Record Drawings	2	2	4	8					\$260	\$1,440
Task Subtotal	10	26	12	16	\$0	\$0	\$250	\$250	\$780	\$6,380

Expenses (3%)

\$ 190

Total

\$ 6,570

Optional Services Fee Proposal

Survey Exhibits if Additional ROW is Required										
ROW Plat and Legal Exhibit Preparation	2	4			\$2,500					\$3,030

EXHIBIT "B" PAGE 1 OF 1

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

FROM: J&T Consulting, Inc.
(Prospective Consultant)

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

Project Name E. 120th Avenue Rehabilitation Design

Bid Number Final Quote 2012-04 Project No. Final Quote 2012-04

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 12th day of March, 2012.

Prospective Consultant J&T Consulting, Inc.

By: [Signature]

Title: Principal / Owner

DEPARTMENT PROGRAM AFFIDAVIT

**(To be completed if Consultant participates in the
Department of Labor Lawful Presence Verification Program)**

I, James C. York, as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;
2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and
3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

James C. York
Consultant Signature

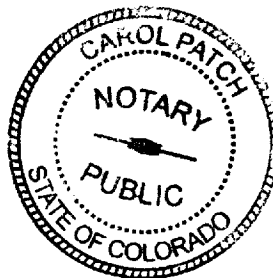
5/12/2012
Date

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 12th day of March 2012, by James C. York as owner of J&T Consulting.

My commission expires: 03/21/13

(SEAL)



Carol Patch
Notary Public