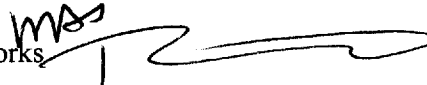


**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2012 – 11**

DATE: February 9, 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-19, On-Call Services
2012 Utility Emergency Response Contract

BACKGROUND

January of 2011 staff advertised a Request for Proposals (RFP) for the 2011-2012 Utility Emergency Response Contract in order to establish labor and equipment rates for emergency pipeline repairs. The RFP was issued for emergency repairs to the water, sewer and storm conveyance systems in situations where the field conditions require equipment or expertise unavailable to the Public Works Department. In addition the City is required to have pre-established rates for labor and equipment from contractors performing work in order to qualify for Federal Emergency Management Agency (FEMA) funding in the event of a natural disaster. The bid documents included language to extend the contracts up to three years, provided that the City is satisfied with the service provided.

On February 10, 2011, the City accepted nine (9) proposals for the 2011-2012 Utility Emergency Response Contract. The two lowest bidders, **C&L Water Solutions, Inc.** and **American West Construction, LLC** were selected. The contract specified two year unit pricing with no increase from calendar year 2011 to 2012. The City utilized both contractors in 2011 and their work performance met the City's standards.

Copies of contract addendums for calendar year 2012 are attached to this memo. There are no changes in rates, and terms and conditions.

BUDGET/TIME IMPLICATIONS

There is available funding (\$95,000) in the 2012 Water and Wastewater Fund/Distribution and Collection/Property Services to cover up to \$60,000 in expenditures for emergency utility responses.

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would authorize the Mayor to execute the contract addendums between the City of Northglenn and C&L Water Solutions, Inc. and between the City of Northglenn and American West Construction, LLC for the 2012 Utility Emergency Response Contract.

Staff recommends approval of the proposed Resolution.

STAFF REFERENCE

David H. Willett, P.E., Director of Public Works
Norman Bell, Public Works Operations Superintendent

dwillett@northglenn.org or 303.450.8783
nbell@northglenn.org or 303.405.4005

Attachments:

- 2011 Resolution
- 2011-2012 Contracts – C&L Water Solutions, Inc and American West Construction, LLC
- 2012 Contract Addendums – C&L Water Solutions, Inc and American West Construction, LLC

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-32
Series of 2011

11-31
Series of 2011

A RESOLUTION APPROVING AGREEMENTS BETWEEN THE CITY OF NORTHGLENN AND C&L WATER SOLUTIONS, INC. AND THE CITY OF NORTHGLENN AND AMERICAN WEST CONSTRUCTION, LLC FOR EMERGENCY PIPELINE REPAIRS

WHEREAS, the Department of Public Works has a need to perform emergency pipeline repairs to the water, sewer and storm conveyance systems from time to time; and

WHEREAS, the City of Northglenn desires to retain contractors to perform such emergency repairs on an as needed basis for projects that require equipment or expertise not available to the Public Works Department; and

WHEREAS, in order to qualify for Federal Emergency Management Agency (FEMA) funding for a natural disaster, the City is required to have pre-established rates for labor and equipment from contractors providing emergency repair work; and

WHEREAS, a Request for Proposals (RFP) for 2011 Utility Emergency Response Contract has been issued in order to establish labor and equipment rates for emergency pipeline repairs; and

WHEREAS, nine proposals were received in response to the RFP, and City Council desires to enter into agreements with two contractors to establish labor and equipment rates and to allow for flexibility in selecting the type of repair technique used for certain emergency pipeline repairs.

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

Section 1. The On Call Trade Contractor Agreement between the City of Northglenn and C&L Water Solutions, Inc., attached hereto as Exhibit 1, in an amount not to exceed \$60,000.00 for emergency pipeline repairs as needed is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

Section 2. The On Call Trade Contractor Agreement between the City of Northglenn and American West Construction, LLC, attached hereto as Exhibit 2, in an amount not to exceed \$60,000.00 for emergency pipeline repairs as needed is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this 14th day of April, 2011.

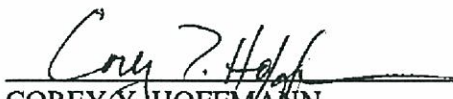

JOYCE DOWNING
Mayor

ATTEST:



JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:



COREY Y. HOFFMANN
City Attorney

ON CALL TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 14th day of April, 2011 between the City of Northglenn, Colorado (the "CITY") and C&L Water Solutions, Inc. ("CONTRACTOR").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the CITY and CONTRACTOR agree as follows:

Section 1. Scope of Work. CONTRACTOR shall perform all **2011 Utility Emergency Response Contract – RFP 2011-01** in accordance with CONTRACTOR'S rate schedule attached hereto as **Exhibit A**, and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the "Project").

Section 2. Agreement Amount. In accordance with the provisions of Section 5 hereof, the CITY shall pay CONTRACTOR for the performance and completion of work requested by the CITY via a Written Notice to Proceed on a particular repair task, in a total amount not to exceed Sixty Thousand Dollars (\$60,000.00).

Section 3. Required Documents. CONTRACTOR will provide performance and payment bonds and a certificate of insurance naming the CITY as an additional insured for purposes of said Project within ten (10) days after the date of the NOTICE OF AWARD.

Section 4. Contract Documents Defined. The term "CONTRACT DOCUMENTS" means and includes all items set forth in Section 1.01 of the General Conditions.

Section 5. Agreement on an "On-Call" Basis. Subject to the limitations as to compensation set forth in Section 2, CONTRACTOR shall commence work upon receipt of a written Notice to Proceed on a particular repair task. Invoices will be itemized and include an hourly breakdown for all personnel, dates of work performed, which repair task the work was performed on, and any other charges.

Section 6. Payment. The CITY will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required herein, following a written Notice to Proceed on a particular repair task.

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

CITY OF NORTHGLENN, COLORADO

By: Joyce Downing
Joyce Downing

Mayor
Title
04.14.2011
Date

ATTEST:

[Signature]

City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann 4/14/11
Corey Y. Hoffmann, City Attorney

CONTRACTOR: FEI Water Solutions Inc

By: [Signature]

MARRY R LARSON

Print Name

President

Title Date

ATTEST:

By: Chrystalla Larson

CHRISTALLA LARSON

Print Name

Secretary

Title Date

City's Contract # _____

Amy Ward

Name of City's Project Manager

SECTION 004395 – REVISED BID SUMMARY

E/L Water Solutions, Inc.
(Company Name)

Hereby submits to the City of Northglenn, Colorado the following schedule as specified for the 2011 Utility Emergency Response Contract – RFP 2011-01.

| Rate Schedule | Available Units | Site Assessment Response/Mobilization Time | |
|--|-----------------|--|---------------------|
| | | Critical - 2/8 Hours | Urgent - 8/48 hours |
| Description | | Cost Per Unit (\$) | |
| Labor | | | |
| Superintendent | 2 | 65.00 /hr | 65.00 /hr |
| Foreman | 4 | 53.00 /hr | 53.00 /hr |
| Flagger | | 18.75 /hr | 18.75 /hr |
| Traffic Control Specialist | | 45.00 /hr | 45.00 /hr |
| Pipe layer | 4 | 47.00 /hr | 47.00 /hr |
| Operator | 4 | 53.00 /hr | 53.00 /hr |
| Laborer | 4 | 31.50 /hr | 31.50 /hr |
| Admin/ R.O.W. Permit (1 hour per project) | | 35.00 /LS | 35.00 /LS |
| Equipment Transport | | | |
| Low boy transport | 1 | 400.00 LS | 400.00 LS |
| Truck, trailer or combination transport | 4 | 255.00 LS | 255.00 LS |
| Equipment | | | |
| Rubber Tired Backhoe – Model - 430 E | 4 | 57.50 /hr | 57.50 /hr |
| Backhoe W/Vibratory Plate Compactor – Model - | 1 | 83.00 /hr | 83.00 /hr |
| Skid Steer – Model - S 250 | 1 | 30.00 /hr | 30.00 /hr |
| Skid Steer w/Broom | 1 | 43.00 /hr | 43.00 /hr |
| Wheel Loader – Small Model- IT 14 | 1 | 57.50 /hr | 57.50 /hr |
| Wheel Loader – Medium Model- L 90 | | | |
| Wheel Loader – Large Model- L 110 | | | |
| Excavator – Small Model- ECR 88 | | | |
| Excavator – Small (zero swing preferred) Model- ECR 88 | | | |
| Excavator – Medium Model- 318 | 1 | 65.00 /hr | 65.00 /hr |

| Rate Schedule | Available Units | Site Assessment Response/Mobilization Time | |
|--|----------------------------------|--|------------------------|
| | | Critical - 2/8 Hours | Urgent - 8/48 hours |
| Description | Cost Per Unit (\$) | | |
| Equipment (continued) | | | |
| Excavator - Large Model- <i>EL 360</i> | 1 | 100.00 /hr | 100.00 /hr |
| Vibratory Compactor - Model- Sheepsfoot <i>48"</i> | 1 | 35.00 /hr 41.00 /hr | 35.00 /hr 41.00 /hr |
| Motor Grader - Model- Scraper - Model- Tractor with Disc - Model - | | | |
| | | | |
| Water Truck - 2500 gallon | 1 | 56.00 /hr | 56.00 /hr |
| Water Truck - 4,000 gallon | | 103.00 /hr | 103.00 /hr |
| Water Truck - 6-8,000 gallon | | | |
| Dump Truck - 10 Wheel | 1 | 85.00 /hr | 85.00 /hr |
| Dump Truck - 6 Wheel | 4 | 36.75 /hr | 36.75 /hr |
| Pickup Truck/ 1 ton and less | 6 | 21.00 /hr | 21.00 /hr |
| Pickup Truck/ 2 ton | | | |
| Generator - Greater than 30 KW | 3 | 38.00 /hr | 38.00 /hr |
| Trash Pump - 3 inch | 4 | 12.00 /hr | 12.00 /hr |
| Trash Pump - 4 inch | 1 | 14.00 /hr | 14.00 /hr |
| Trash Pump - 6 inch | | | |
| Other equipment: | | | |
| <i>LEAK LOCATOR</i> | 1 | 168.00 /hr | 168.00 /hr |
| <i>Shoring Boxes (4x6x11)</i> | 3 | 210.00 /day | 210.00 /day |
| <i>Shore CANS</i> | 2 | 210.00 /day | 210.00 /day |
| <i>Jumping Jack Compactors</i> | 3 | 79.00 /day | 79.00 /day |
| <i>VAC TRAILER</i> | 1 | 168.00 /hr | 168.00 /hr |
| Trenchless Technologies Equipment | | | |
| Pulling Units | | | |
| Support Truck - Model - | } <i>Included in lines price</i> | | |
| Circulation Pump | | | |
| TV Truck | 1 | .55 / LF | .55 / LF |
| Tap Cutting Unit | 1 | 110.00 / TAP | 110.00 / TAP |
| Jet Truck - Model - | 1 | .52 / LF | .52 / LF |

| Rate Schedule Description | Available Units | Site Assessment Response/Mobilization Time | |
|--|--------------------|--|---------------------|
| | | Critical - 2/8 Hours | Urgent - 8/48 hours |
| Cost Per Unit (\$) | | | |
| Trenchless Technologies Equipment (continued) | | | |
| Other equipment: | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Materials | | | |
| Erosion Control | | | |
| Steel Plates 5' X 10' | | | 500.00 |
| Plugs 6", 8", 10", 12", 15" | 4 | | 50.00/day |
| 6mm Liner 8 inch or approved equal 3MM Fiberglass UV CIPP | 14 | | 35.00/day |
| 6mm Liner 10 inch or approved equal 3mm Fiberglass UV CIPP | | | 32.50/LE |
| 6mm Liner 12 inch or approved equal 3mm Fiberglass UV CIPP | | | 37.00/LE |
| Other 4" Bypass | | | 39.50/LE |
| 6" Bypass | 3 | | 450.00/day |
| Travel Time | | | |
| Travel Allowance per day | 2 hrs per day | | 2000.00/day |
| | | | |
| Miscellaneous | | | |
| Materials Mark-up | overhead | | 20% |
| Rental Equipment Mark-up | overhead | | 30% |
| | % | | |

ON CALL TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 14th day of April, 2011 between the City of Northglenn, Colorado (the "CITY") and American West Construction, LLC ("CONTRACTOR").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the CITY and CONTRACTOR agree as follows:

Section 1. Scope of Work. CONTRACTOR shall perform all **2011 Utility Emergency Response Contract – RFP 2011-01** in accordance with CONTRACTOR'S rate schedule attached hereto as **Exhibit A**, and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the "Project").

Section 2. Agreement Amount. In accordance with the provisions of Section 5 hereof, the CITY shall pay CONTRACTOR for the performance and completion of work requested by the CITY via a Written Notice to Proceed on a particular repair task, in a total amount not to exceed Sixty Thousand Dollars (\$60,000.00).

Section 3. Required Documents. CONTRACTOR will provide performance and payment bonds and a certificate of insurance naming the CITY as an additional insured for purposes of said Project within ten (10) days after the date of the NOTICE OF AWARD.

Section 4. Contract Documents Defined. The term "CONTRACT DOCUMENTS" means and includes all items set forth in Section 1.01 of the General Conditions.

Section 5. Agreement on an "On-Call" Basis. Subject to the limitations as to compensation set forth in Section 2, CONTRACTOR shall commence work upon receipt of a written Notice to Proceed on a particular repair task. Invoices will be itemized and include an hourly breakdown for all personnel, dates of work performed, which repair task the work was performed on, and any other charges.

Section 6. Payment. The CITY will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required herein, following a written Notice to Proceed on a particular repair task.

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

CITY OF NORTHGLENN, COLORADO

By: Joyce Downing
Joyce Downing
Mayor
Title
04.14.2011
Date

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

Corey J. Hoffmann 4/14/11
Corey J. Hoffmann, City Attorney

CONTRACTOR: AMERICAN WEST CONSTRUCTION, LLC

By: Paul S. Smoel

PAUL S. SMOEL
Print Name
PRESIDENT 3-8-11
Title Date

ATTEST:

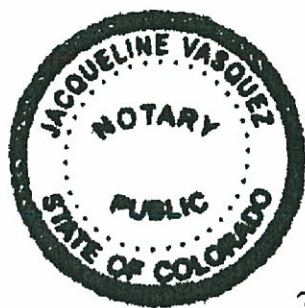
By: Jacqueline Vasquez

Jacqueline Vasquez
Print Name

HR/Notary 3-8-11
Title Date

City's Contract # _____

Amy Ward
Name of City's Project Manager



exp 3/31/2012

SECTION 004395 - REVISED BID SUMMARY

AMERICAN WEST CONSTRUCTION, LLC
(Company Name)

Hereby submits to the City of Northglenn, Colorado the following schedule as specified for the 2011 Utility Emergency Response Contract - RFP 2011-01.

| Rate Schedule | Available Units | Site Access/Response/Mobilization Time | |
|---|--------------------|--|---------------------|
| | | General - 24 Hours | Urgent - 8/10 Hours |
| Description | Cost Per Unit (\$) | | |
| Labor (P/Hour) | | | |
| Superintendent | 3 | \$ 55.00 | \$ 47.00 |
| Foreman | 4 | \$ 50.00 | \$ 47.00 |
| Flagger | 4 | \$ 26.00 | \$ 25.00 |
| Traffic Control Specialist | 2 | \$ 50.00 | \$ 47.00 |
| Pipe layer | 5 | \$ 40.00 | \$ 35.00 |
| Operator | 10 | \$ 45.00 | \$ 42.00 |
| Laborer | 15 | \$ 35.00 | \$ 31.00 |
| Admin/ R.O.W. Permit (1 hour per project) | 1 | \$ 50.00 | \$ 47.00 |
| Equipment Transport (P/Day) | | | |
| Low boy transport | 6 | \$ 150.00 | \$ 142.00 |
| Truck, trailer or combination transport | 6 | \$ 82.00 | \$ 78.00 |
| Equipment (P/Day) | | | |
| Rubber Tired Backhoe - Model - KOM 140 / CAT 420 | 2 | \$ 55.00 | \$ 52.00 |
| Backhoe W/Vibratory Plate Compactor - Model - SAME | 2 | \$ 68.00 | \$ 64.00 |
| Skid Steer - Model - CAT 246 / CAT 257 | 2 | \$ 46.00 | \$ 43.00 |
| Skid Steer w/Broom | 1 | \$ 52.00 | \$ 50.00 |
| Wheel Loader - Small Model- CAT 938 | 3 | \$ 55.00 | \$ 52.00 |
| Wheel Loader - Medium Model- CAT 950 | 2 | \$ 61.00 | \$ 58.00 |
| Wheel Loader - Large Model- CAT 966 | 1 | \$ 91.00 | \$ 86.00 |
| Excavator - Small Model- KOM PC78 | 1 | \$ 47.00 | \$ 45.00 |
| Excavator - Small (zero swing preferred) Model- KOM PC228 | 1 | \$ 76.00 | \$ 72.00 |
| Excavator - Medium Model- CAT 330 | 2 | \$ 76.00 | \$ 72.00 |

EXHIBIT A

PSS

| Rate Schedule | Available Units | Site Assessment Response/Mobilization Time | |
|---|-----------------|--|---------------------|
| | | Critical - 2/8 Hours | Urgent - 8/48 hours |
| Description | | Cost Per Unit (\$) | |
| Trenchless Technologies Equipment (continued) | | | |
| Other equipment: | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Materials | | | |
| Erosion Control | | | |
| Steel Plates (#/DAY) | 2 | \$ 50.00 | \$ 49.00 |
| Plugs (#/DAY) | 6 | \$ 10.00 | \$ 10.00 |
| 6mm Liner 8 inch or approved equal | | | |
| 6mm Liner 10 inch or approved equal | | | |
| 6mm Liner 12 inch or approved equal | | | |
| Other TRENCH BOX - 3'x24', 3'x24', 9'x12' STEEL (#/DAY) | 3 | \$ 65.00 | \$ 62.00 |
| TRENCH BOX (MH) - 8'x10' STEEL (#/DAY) | 2 | \$ 65.00 | \$ 62.00 |
| Travel Time | | | |
| Travel Allowance per day | EA | \$ 0.00 | \$ 0.00 |
| | | | |
| | | | |
| Miscellaneous | | | |
| Materials Mark-up | % 10 | 10% | 10% |
| Rental Equipment Mark-up | % 10 | 10% | 10% |
| PERFORMANCE + PAYMENT BOND (IF REQUIRED) | % 1.8 | 1.8% | 1.8% |

RS

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-19
Series of 2012

Series of 2012

A RESOLUTION APPROVING ADDENDUM NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND C&L WATER SOLUTIONS, INC. AND ADDENDUM NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND AMERICAN WEST CONSTRUCTION, LLC FOR EMERGENCY PIPELINE REPAIRS

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

Section 1. Addendum No. 1 to the On Call Trade Contractor Agreement between the City of Northglenn and C&L Water Solutions, Inc., attached hereto as Exhibit 1, in an amount not to exceed \$60,000.00 for emergency pipeline repairs as needed is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

Section 2. Addendum No. 1 to the On Call Trade Contractor Agreement between the City of Northglenn and American West Construction, LLC, attached hereto as Exhibit 2, in an amount not to exceed \$60,000.00 for emergency pipeline repairs as needed is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

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

FIRST ADDENDUM TO ON CALL TRADE CONTRACTOR AGREEMENT

THIS FIRST ADDENDUM TO ON CALL TRADE CONTRACTOR 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 C&L Water Solutions, Inc. (hereinafter referred to as "Contractor").

RECITALS:

A. On April 14, 2011 the City and Contractor entered into an On Call Trade Contractor Agreement (the "Agreement").

B. The parties desire to extend the Agreement with this First Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, the additional work as needed in the manner provided in this First Addendum.

1. Section 1, entitled "Scope of Work," is amended to read as follows:

Section 1. Scope of Work. CONTRACTOR shall perform all **2012 Utility Emergency Response Contract – RFP 2011-01** in accordance with CONTRACTOR'S rate schedule attached hereto as **Exhibit A**, and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the "Project").

2. Section 2, entitled "Agreement Amount," is amended to read as follows:

Section 2. Addendum Amount. In accordance with the provisions of the Section 5 of the original Agreement, the CITY shall pay CONTRACTOR for the performance and completion of work requested by the CITY via a Written Notice to Proceed on a particular repair task, in a total amount not to exceed Sixty Thousand Dollars (\$60,000.00).

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Contractor. The original Agreement and this First Addendum constitute all of the agreements between the City and the Contractor.

FIRST ADDENDUM TO ON CALL TRADE CONTRACTOR AGREEMENT

THIS FIRST ADDENDUM TO ON CALL TRADE CONTRACTOR 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 American West Construction, LLC (hereinafter referred to as "Contractor").

RECITALS:

A. On April 14, 2011 the City and Contractor entered into an On Call Trade Contractor Agreement (the "Agreement").

B. The parties desire to extend the Agreement with this First Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, the additional work as needed in the manner provided in this First Addendum.

1. Section 1, entitled "Scope of Work," is amended to read as follows:

Section 1. Scope of Work. CONTRACTOR shall perform all **2012 Utility Emergency Response Contract – RFP 2011-01** in accordance with CONTRACTOR'S rate schedule attached hereto as **Exhibit A**, and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the "Project").

2. Section 2, entitled "Agreement Amount," is amended to read as follows:

Section 2. Addendum Amount. In accordance with the provisions of the Section 5 of the original Agreement, the CITY shall pay CONTRACTOR for the performance and completion of work requested by the CITY via a Written Notice to Proceed on a particular repair task, in a total amount not to exceed Sixty Thousand Dollars (\$60,000.00).

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Contractor. The original Agreement and this First Addendum constitute all of the agreements between the City and the Contractor.

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

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing Date
Title: Mayor

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONTRACTOR

By: _____

ATTEST:

Print Name

By: _____

Title Date

Print Name

Title Date