

**PUBLIC WORKS MEMORANDUM
#5-2022**

DATE: Jan. 10, 2022
TO: Honorable Mayor Meredith Leighty and City Council Members
THROUGH: Heather Geyer, City Manager *Hmg*
FROM: Kent Kisselman, PE – Director of Public Works *FKK*
SUBJECT: CR-4 – 2022 Water Rights Engineering

PURPOSE

To consider CR-4, a resolution approving an annual contract with Element Water Consulting to provide water resources engineering support and assistance with water rights.

BACKGROUND

The City relies on water resources engineering consultants to provide engineering support and assistance in administering Northglenn’s water rights as well as the provision of expert testimony and technical support during any pending or future cases in the Colorado Water Court that affect the City’s water rights. Successful water rights engineering requires that consultants develop extensive knowledge of Northglenn’s water rights and supply system.

Lamp Rynearson & Associates provided water rights engineering services to the City from 1997 to 2021. In 2021, Lamp Rynearson closed their Lakewood offices permanently and the City hired Element Water Consultants (Element) to provide water resources engineering services. Element has done an excellent job of quickly coming up to speed on Northglenn’s water rights portfolio as well as the City’s current water rights change of use cases.

In 2022, Element would continue to provide engineering support related to the City’s water rights, including:

- Using engineering work initiated by Lamp Rynearson, create and verify an engineering report for the Farmers Reservoir and Irrigation Company (FRICO) change of use case (18CW3007), and begin providing responses to objectors and provide engineering support for the City’s case under the Colorado Water Court process
- Provide water rights engineering support for all other water rights cases impacting the City, including change of use cases filed by neighboring municipalities, and water rights cases the City is opposing
- Provide monthly support for the City’s water rights accounting
- Assist the City with water rights engineering work as needed

Utilization of water rights engineering consultants (Lamp Rynearson and then Element) since 2011 is as follows:

Year	Amount
2012	\$117,547.10
2013	\$70,437.36
2014	\$77,231.55

2015	\$78,322.73
2016	\$246,812.00
2017	\$245,788.30
2018	\$107,186.95
2019	\$88,738.40
2020	\$64,549.65
2021	\$121,024.38

In 2022, higher than average water rights engineering expenses are anticipated as the City is actively involved in a change of use case of FRICO-Standley Division Shares (Case 18CW3007).

STAFF RECOMMENDATION

Attached is CR-4, a resolution that, if approved, would authorize the Mayor to execute a contract between the City and Element Water Consultants for specialized water engineering services in an amount not to exceed \$150,000. Staff recommends approval of CR-4.

BUDGET/TIME IMPLICATIONS

The cost to provide engineering services for 2022 is estimated at \$150,000. Funding is available in the Water Fund for 2022.

STAFF REFERENCE

If Council members have any questions, please contact Kent Kisselman, Director of Public Works, at kkisselman@northglenn.org or 303.450.4005.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-4
Series of 2022

Series of 2022

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ELEMENT WATER CONSULTING, INC. FOR WATER AND WATER RIGHTS ENGINEERING SERVICES

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 ELEMENT Water Consulting, Inc., attached hereto, in an amount not to exceed \$150,000.00 for water and water rights engineering services, 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 _____, 2022.

MEREDITH LEIGHTY
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 _____, 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Element Water 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 on **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. (Consultant may rely upon the accuracy of such reports and data). Except to perform this Agreement, 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 completed instruments of professional service prepared under this Agreement shall become the property of the City upon completion of and full payment of invoices for the work. The Consultant may retain one copy of the deliverables.

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 one hundred fifty thousand dollars (\$150,000). 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 meruit 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 represents 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. Consultant shall not be in default of its obligations if

performance is prevented or delayed by an existing or future *force majeure* condition or any other cause beyond the reasonable control of a party to this Agreement including, without limitation, pandemic.

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. The performance of Consultant's services shall not subject the personnel of either party to any personal legal exposure for project risks, each party waiving such claims and covenanting that any claim shall be made against only a party and not against any of its personnel.

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. WORKER WITHOUT AUTHORIZATION

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 Worker without Authorization 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 a Worker without Authorization 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 a Worker without Authorization 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 Worker without Authorization 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 a Worker without Authorization 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 Worker without Authorization 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 a Worker without Authorization 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, and employees 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 to the extent covered by applicable insurance and caused or 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 subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any subconsultant of Consultant.

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, subject to the terms and conditions of such policies. 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, except as provided.

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, subject to the terms and conditions of such policies. 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 as to claims against it 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: Kathy Kvasnicka
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, after written notice to Consultant with an adequate cure period, 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 three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat., §§ 24-10-101, et seq., 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 Consultant's instruments of service or other 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 either party 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: Element Water Consulting, Inc.
P.O. Box 140785
Denver, CO 80214

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

CITY OF NORTHGLENN, COLORADO

By: _____

Meredith Leighty
Print Name

Mayor
Title _____ Date

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: Beorn Courtney
Beorn Courtney
Print Name

ATTEST:

By: Tamara Dodean
Tamara Dodean
Print Name

President, ELEMENT 11/9/21
Title Water Consulting Date

Neighbor 11-9-21
Title Date

City's Project Manager

SCOPE OF SERVICES

The following sections describe water rights engineering services to be completed by ELEMENT Water Consulting, Inc. (ELEMENT) in 2022 to support the City of Northglenn's (City) water rights-related activities.

1. CASE NO. 18CW3007

The City filed a water court application on January 24, 2018 with the Division 1 Water Court in Case No. 18CW3007 to change water rights associated with its 615.151 shares in the Farmers Reservoir and Irrigation Company, Standley Lake Division. Water rights engineering to support the case was prepared by the City's water rights consultant, Lamp Rynearson, including an expert disclosure report prepared in October 2020. The City's consultant is no longer available to provide services to the City to support the water court application. The City has requested ELEMENT to provide such services starting in 2021. ELEMENT may utilize data and other information transferred to the City from Lamp Rynearson. However, ELEMENT is not undertaking any obligation or liability for work completed by Lamp Rynearson and the City waives claims against ELEMENT in this regard.

ELEMENT's services in 2021 are anticipated to primarily focus on supporting the City and its legal counsel in settlement negotiation efforts with the remaining opposers in the case, which may include but not be limited to the following:

- Reviewing the City's prior engineering analyses and investigations.
- Reviewing opposer comments.
- Responding to opposer comments regarding previously prepared information, to the extent that ELEMENT can reproduce it and determines it to be reasonable.
- Preparing updated analyses and reports to support settlement strategies.
- Participating in phone calls and meetings with the City, its legal counsel, and opposers.
- Preparing recommendations for decree terms and conditions and related exhibits to support information provided in the decree.

The prior engineering describes a total of 55 farms upon which the shares were previously used. Based upon our understanding of the status of this case, it will be necessary for ELEMENT to review in detail the historical consumptive use and return flow analyses prepared for each farm. The historical consumptive use modeling was previously prepared using the StateCU consumptive use model, which we anticipate continuing to use and updating analyses input data and modeling assumptions as needed to address specific issues raised by opposers. The historical irrigation return flow analysis was previously prepared using a MODFLOW ground water model. Depending upon the nature of the opposer comments related to ground water return flows, ELEMENT may continue to utilize this model or may prepare alternative analyses. It is anticipated that services will also be needed to assist the City in advancing its operational plan for replacing historical irrigation return flows in the amount, timing, and location necessary to prevent injury to existing water rights, through the use of existing augmentation stations or other mechanisms.

To the extent that settlement negotiations are unsuccessful, additional services will be provided to support the preparation of an expert disclosure report and to the extent necessary, support the City leading up to and through the water court trial process in 2022 or beyond.

2. OTHER WATER RIGHTS RELATED WORK

In addition to Case No. 18CW3007, ELEMENT will support the City's ongoing water rights work in other active water court cases as well as providing technical support for the City's water rights accounting and operations.

3. WATER RESOURCES PLANNING

ELEMENT will support the City's ongoing water resources planning work including updating supply and demand models and providing guidance on water resources planning efforts.

ELEMENT WATER CONSULTING, INC.

2022 FEE SCHEDULE

Position	Hourly Rate
Senior Project Manager	\$195.00
Project Manager	\$185.00
Senior Engineer/Hydrologist	\$170.00
Staff Engineer/Hydrologist	\$130.00
Administrative	\$75.00

The above hourly rates include indirect expenses. Reimbursable expenses for travel, including airfare, automobile rental, mileage at the then-current Internal Revenue Service standard mileage rate, lodging, etc. are billed at cost. Sub-consultants to ELEMENT are billed at cost plus five percent.

PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH A WORKER WITHOUT AUTHORIZATION

FROM: ELEMENT Water Consulting, Inc.
(Prospective Contractor)

TO: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Project Name Water Rights Engineering Services

Bid Number _____

Project No. _____

As a prospective Contractor 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 a worker without authorization 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 9th day of November, 2021.

Prospective Contractor ELEMENT Water Consulting, Inc.

By: Beau Courtney

Title: President

To be completed if contractor is providing services and has employees.

DEPARTMENT PROGRAM AFFIDAVIT

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

I, Beorn Courtney, 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 City 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.

Beorn Courtney
Contractor Signature

12/3/21
Date

STATE OF COLORADO)
COUNTY OF Jefferson) ss.)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 3rd day of December, 2021, by Beorn Courtney as President of Element Water Consulting Inc.

My commission expires:

(S E A L)

[Signature]
Notary Public

MICHAEL MARCINKOWSKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184029603
MY COMMISSION EXPIRES 07/23/2022

To be completed if contractor is providing services and has employees.