

**PUBLIC WORKS DEPARTMENT MEMORANDUM**  
**#09-2019**

**DATE:** March 9, 2020

**TO:** Honorable Mayor Meredith Leighty and City Council Members

**THROUGH:** Heather Geyer, City Manager *Hmg*

**FROM:** Kent Kisselman, PE – Director of Public Works *FKK*  
Brook Svoboda, Director of Planning and Development *B*  
Nathan Haasis, PE – Senior Engineer

**SUBJECT:** CR-62 – 120<sup>th</sup> Avenue Improvements Design

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**PURPOSE**

City Council is considering CR-62, a resolution to enter into an agreement with Felsburg Holt & Ullevig (FHU) for engineering services to design roadway and intersection improvements to 120<sup>th</sup> Avenue between Washington Street and Claude Court.

**BACKGROUND**

In 2019, the Denver Regional Council of Governments awarded the City a Transportation Improvement Program (TIP) grant in the amount of \$8,746,250. The TIP grant includes \$6,997,000 in federal funds with a \$1,749,250 local match (80/20 split). Additionally, the Karl's Farm Development Project has committed \$2.45 million towards the project to build their pro-rata share of the improvements to 120<sup>th</sup> Avenue.

On June 24, 2019, Council entered into an agreement with Stanley Consultants to provide technical services in project management, intergovernmental coordination with the Colorado Department of Transportation (CDOT) and the Federal Highway Administration, management of engineering design, and post-design services.

The Project Design Team consists of the following:

- Stanley Consultants – Project Administration
- FHU – Engineering Services
- City of Northglenn – Owner
- CDOT

On December 6, 2019, the City issued a request for proposals, RFP 2019-033, for the 120<sup>th</sup> Avenue Corridor Improvements between Washington Street and York Street. On January 8, 2020, eight proposals were received by the City Clerk.

The staff selection team reviewed the proposals with a focus on responsiveness, layout/organization/readability, and qualitative content. The selection team determined interviews were not necessary given the high quality of proposals and consensus of the team's top firm, FHU. The selection team decided that FHU was the most qualified firm and the best fit for the project.

**STAFF RECOMMENDATION**

Attached to this memorandum is CR-62, a resolution that, if approved, would authorize the Mayor to execute a contract between the City and Felsburg Holt & Ullevig for the 120<sup>th</sup> Avenue

Improvements Design project in an amount not to exceed \$1,036,774. Staff recommends approval of CR-62.

**BUDGET/TIME IMPLICATIONS**

An approximate schedule for the project is listed below:

- February 24, 2020 Council approved IGA between Northglenn and CDOT
- March 9, 2020 Approve 120<sup>th</sup> Avenue contract between Northglenn and FHU
- Q1 – Q3 2020 Prepare construction and bid documents
- Q1 2021 Start construction
- Q4 2021/Q1 2022 Project completed

**STAFF REFERENCE**

If Council members have any comments or questions they may contact Kent Kisselman, Director of Public Works, at 303.450.4005, [kkisselman@northglenn.org](mailto:kkisselman@northglenn.org).

CR-62 – 120<sup>th</sup> Avenue Improvements Design  
Felsburg Holt & Ullevig Professional Services Contract

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-62  
Series of 2020

\_\_\_\_\_  
Series of 2020

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND FELSBURG HOLT & ULLEVIG FOR THE 120<sup>TH</sup> AVENUE IMPROVEMENTS PROJECT

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 Felsburg Holt & Ullevig, attached hereto, in an amount not to exceed \$1,036,774.00 for design services for the 120<sup>th</sup> Avenue Improvements Project is hereby approved and the City Manager is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES*****With Provisions for Federal Compliance***

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 Felsburg Holt & Ullevig (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, and according to the federally-mandated standards set forth in **Exhibit B**, 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 one million thirty six thousand seven hundred seventy four dollars (\$1,036,774). Payment shall be made in accordance with the schedule of charges in Exhibit C 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 and in compliance with Exhibit B.

## **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**

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and 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 shall, to the fullest extent permitted by law, defend and 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 Council members, officials, officers, directors, agents and

employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **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. Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum



limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn  
Attn: Terrie Pineda  
11701 Community Center Drive  
Northglenn, Colorado 80233-8061

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

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

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently 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 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, B and C 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: Felsburg Holt & Ullevig  
6300 S. Syracuse Way, Ste 600  
Centennial, CO 80111

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

**CITY OF NORTHGLENN, COLORADO**

By: \_\_\_\_\_

ATTEST:

Meredith Leighty  
Print Name

Mayor  
Title Date

\_\_\_\_\_  
Johanna Small, CMC Date  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann Date  
City Attorney

**CONSULTANT:**

By: Jenny Young  
Jenny Young  
Print Name

ATTEST:

By: Susan Woodside  
Susan Woodside  
Print Name

Principal 2/17/20  
Title Date

Notary Public 2/17/2020  
Title Date



## EXHIBIT A

February 6, 2020

City of Northglenn RFP Number 2019-033  
120th Avenue Corridor Improvements  
Scope of Work

### Overview

This Scope of Work is for Professional Services necessary to complete preliminary Field Inspection Review (FIR) and Final Office Review (FOR) design engineering services, construction contract documents, and opinions of probable construction costs. Work also includes National Environmental Protection Agency (NEPA) documentation, Right-of-Way and Utility clearances for the CDOT Local Agency requirements for the City of Northglenn 120th Avenue Corridor Improvements, Washington Street to west of York Street.

### TASK I – PROJECT MANAGEMENT *(Felsburg Holt & Ullevig)*

#### I.1 Project Administration

The Consultant will provide project management services to direct, coordinate, and monitor activities of the project with respect to budget, schedule, and contractual obligations. This may include, but is not limited to, the following elements:

- Manage and coordinate work efforts of the Consultant team.
- Coordinate project tasks with the City's Project Manager, and other City personnel and departments as required.
- Coordinate with CDOT Local Agency staff as needed.
- Review subconsultant invoices; prepare and submit monthly invoices and progress reports.
- Develop and maintain a project schedule in Microsoft Office Project; update monthly and include with monthly invoice.
- Assist the City with those items identified as a local agency responsibility on CDOT Form 1243 (Local Agency Contract Administration Checklist) developed for this project (checklist will be available at the time of project scoping).

#### I.2 Project Meetings

The Consultant project manager will provide coordination between the Consultant team, City of Northglenn, City of Thornton, CDOT and as necessary other stakeholders to review and discuss project process. The Consultant project manager will organize and facilitate meetings including:

- Project Kickoff Meeting (1)
- Field Diagnostic Review Meeting with RTD and PUC
- Regular Agency Coordination and Progress Meetings (6)
- Pertinent meetings with CDOT, including resource-specific meetings (2)
- Milestone review meetings (FIR & FOR)
- Stakeholder meetings (4)

#### Deliverables

- Monthly Invoices, Monthly Progress Reports and updated Project Schedule
- Meeting Agendas, Meeting Handouts, Meeting Minutes and Action Item List

## **TASK 2 – DATA COLLECTION**

### **2.1 Topographic Survey (AzTec Consultants, Inc.)**

The Consultant will perform and provide a design level topographic survey and mapping within the survey project limits. All work is to be prepared in accordance with CDOT requirements. The following services and associated tasks are to be provided for the design survey:

- Right of Entry Permitting
  - Prepare and obtain necessary written permission right of entry utilizing CDOT form 730 for up to five (5) adjacent properties.
  - Submit signed permissions to the City/PM prior to entering property.
- Project Meetings
  - Attend One (1) Project Kickoff meeting with City of Northglenn Staff.
  - Attend One (1) existing field conditions meeting on site.
  - Attend One (1) FIR Meeting with City of Northglenn Staff.
  - Attend One (1) FOR Meeting with City of Northglenn Staff.
- Control Survey/Diagram
  - Establish horizontal and vertical survey control for the site based on NGS and/or City of Thornton control points and benchmarks. The coordinate system will be a NAD83 Colorado State Plane Central Zone modified to ground coordinates. Vertical Datum will be NAVD88.
  - Establish permanent project specific inter-visible control points at a maximum spacing of 300' along the project corridor. Control points will be tied to all nearby recovered section corners and quarter section corners along the corridor that are within 500 feet of the project.
  - Prepare a survey control diagram with point tabulation containing horizontal coordinates, elevations, monument descriptions, datums used, benchmark statement and conversion factors.
- Topographic Survey
  - The limits of topographic survey is approximately 5,000 feet along 120<sup>th</sup> Avenue, from generally from 200-feet west of Sylvia Drive to 200-feet east of the RTD light rail overhead structure, from Right-of-Way to Right-of-Way. The limits will also extend approximately 100 feet beyond the project limits on other significant side streets.
  - Field survey to map existing site conditions including surface treatments (pavements, curb and gutter, curb ramps, driveways, steps); landscape elements (fences, gates, trails, plant materials, sprinkler vaults, water features, streams); and at-grade utility features (overhead poles, at grade boxes and manhole lids).
  - Field survey to locate dry utilities and utility markings will be performed by others under Task 3 - Subsurface Utility Engineering.
  - As-built survey of existing sanitary and storm structures and inverts will be performed by others under Task 3 - Subsurface Utility Engineering.
  - Prepare a topographic base map in AutoCAD format containing all points, break lines, planimetrics, 1' contours and DTM. Depiction of utilities will be limited to at-grade features. Utility linework will be performed by others under Task 3 - Subsurface Utility Engineering.
- Survey Supplemental Topographic Survey
  - This task includes field staking of Geotechnical exploration holes and survey of actual field locations, field survey above ground improvements and ground features in areas where more detailed survey is required, and integrating the data into the existing topographic base map.

## **2.2 Right-of-Way and Ownership Research** (*AzTec Consultants, Inc.*)

Consultant will research existing Right-of-Way (ROW) information such as county records and locating existing property corners within the project limits and prepare an Ownership Map showing owner of record, site address, owner address and assessor's parcel number. This information shall be depicted onto the plans as appropriate to identify and evaluate potential property requirements for the project.

The following services are to be performed to accomplish this task:

- Research Adams County records and CDOT records to obtain subdivision plats, Land Survey Plats and deeds relevant to project corridor and the adjoining properties.
- Field survey to locate section corners, property corners and range points controlling the boundaries of the Right-of-Ways and the adjoining parcels.
- Resolve any discrepancies between field measured data and record data.
- Prepare an AutoCAD Civil 3D drawing file containing points, monumentation, boundaries and platted easements.
- Resolvent of property boundary adjoining the right-of-way corridor is not included in the Scope of Services.

## **2.3 Geotechnical Investigation and Pavement Design** (*Martinez Associates*)

Consultant will perform geotechnical research (reviewing readily available published geotechnical literature of the site and the general site area including geologic maps and aerial photographs).

The Consultant will perform geotechnical soil sampling and analysis necessary for pavement design recommendation and materials specifications. This work will include, but is not limited to:

- Geotechnical exploratory bores (18)
- Groundwater table
- Pavement cores (16)
- Soil classification
- Pavement Design recommendation (following MGPEC requirements)
- Soil resistivity tests

Consultant will prepare a report to summarize the general site geologic characteristics, exploration data, laboratory test results, observations, and provide conclusions and materials recommendations. The field work and report preparation will be supervised by a registered professional engineer.

### **Deliverables**

- Right-of-Way / Topographic Survey
  - Survey Control Drawing
  - FIR Preliminary ownership map
  - FOR ROW Plans
- Geotechnical / Materials
  - Draft Geotechnical Investigation Report (at FIR Submittal)
  - Initial pavement draft recommendation (at FIR Submittal)
  - Final Geotechnical Report (at FOR Submittal)
  - Final Pavement Design Report (at FOR Submittal)
  - FOR Geology plan sheet
  - FOR Materials Specifications

## **TASK 3 – SUBSURFACE UTILITY ENGINEERING & UTILITY COORDINATION**

### **3.1 SUE Investigation** (*Utility Mapping Service, Inc. & Goodbee and Associates*)

The Consultant will perform a Subsurface Utility Engineering (SUE) investigation to develop existing utility plans, in accordance with Senate Bill 18-167 (SB 18-167) and the American Society of Civil Engineers (ASCE) Standard Guideline for Collection and Depiction of Existing Subsurface Utility Data CI/ASCE 38-02 (ASCE 38).

The Consultant will have underground and/or aboveground utilities identified and located. The SUE investigation will be conducted under the direct charge of a Professional Engineer licensed in the State of Colorado, including conducting, documenting, stamping, and sealing a SUE investigation to determine the existing utility conditions in accordance with ASCE 38, as amended.

The Consultant will obtain all necessary permits to complete the work (i.e. traffic control, etc.) for both the initial SUE investigation and the utility test hole program (referenced in the section below.) Existing utilities will be identified to a minimum QL-B, or a reasonable rationale for a lesser quality level will be developed and approved by the City Project Manager. Prior and during the SUE investigation, the Consultant will notify the City of any utilities that do not meet the QL-B criteria.

As part of the SUE investigation, the Consultant will, at a minimum:

- Submit a subsurface utility engineering notification to the Utility Notification Center of Colorado, obtain mapping and research available data, and contact and/or meet with facility owners as necessary and collect available utility records within the project area,
- Provide guidance as to what Quality Level to achieve for any utilities that the Consultant believes do not need to be depicted at QL-B.
- From a synthesis of all information, depict the following utility attributes on the plans, or within the SUE report: ownership, type, size, encasement, material, QL level, etc. if known.

The deliverables will include plans and a report:

- Existing utility plans are required to meet ASCE 38 Guideline, at a minimum QL-B (or provide reasonable rationale), signed and stamped by a Professional Engineer, licensed in the State of Colorado. The Consultant will provide an electronic CAD file of the existing utility plan to the City. The Consultant will differentiate between transmission main lines and secondary feed lines, when possible.
- The Consultant will provide a sealed Subsurface Utility Engineering summary report describing the findings of the utility investigation along with the methods, equipment, calibration, calculations, standards, correspondence, mapping, etc. used during the process of obtaining utility information. A list of known utility providers in the area is required as well as contact information, as available.
- Representatives conducting the SUE investigation are required to provide ongoing support throughout the duration of the project to update plans, participate in coordination calls, meetings etc. in support of the project.

Design sequencing will be coordinated to incorporate new or relocated existing utilities. The Consultant will prepare mapping for use in coordination with utility owners for new utilities within the project limits.

### **3.2 Utility Test Holes** (*Utility Mapping Service, Inc. & Goodbee and Associates*)

During the design process, the Consultant will prepare a utility test hole program to identify utilities that are potentially impacted by the project and therefore depiction in accordance with ASCE 38 Quality Level A (QL-A) is appropriate. The recommended utility test hole program necessary to achieve QL-A will be provided to the City for review and authorization prior to proceeding with the Test Hole field data collection.

The Consultant will provide labor, equipment and materials to perform the utility test holes authorized by the City to certify the QL-A of the depicted utility. 50-Utility Test Holes are included in the Scope of Services.

The Consultant will update the existing utility mapping with the field collected Test Hole data. The updated mapping will be consistent with the deliverables requested above, stamped and sealed plans and an updated SUE report. The Consultant will prepare final existing utility plans utilizing the test hole information and field locates.

### **3.3 Public Utilities Commission (PUC) and Regional Transportation District (RTD) Coordination** *(Felsburg Holt & Ullevig)*

The Consultant will be responsible for coordinating with the PUC and RTD for modifications to the existing ground level facilities associated with the grade separated crossing of the RTD North Metro Rail Line over 120th Avenue. Modifications may be necessary where the project proposes to widen eastbound 120th Avenue east of Claude Court where the roadway crosses under the RTD North Metro Rail Line.

The Consultant will assist the City with the PUC Application process, and RTD permits (if needed) to obtain required PUC approval and RTD clearance of project modifications involving the RTD overpass facility, prior to final project approval and Advertisement. Coordination will include the following:

- Review of RTD grade separation criteria and project permits, if needed
- Coordination with RTD and PUC to conduct a Field Diagnostic Review Meeting onsite, and provide meeting minutes
- Completion of Draft RTD permits, if necessary, for any modifications associated with the ground level elements of the RTD structure
- Generation of the Draft PUC application and associated exhibits for the modifications associated with the 120th widening
- Monitoring of status of RTD permits, if needed, and PUC application process

The Consultant will develop preliminary plans and cross sections of this crossing for coordination with the PUC and RTD.

Assistance with PUC Hearing tasks are not included in this scope of services, but can be provided to the City, if needed for an additional fee.

### **3.4 Utility Coordination & Clearances** *(Goodbee & Associates)*

The Consultant will be responsible for coordinating all utility conflicts with affected utility companies and ensuring that the CDOT Local Agency utility clearance process is met to the satisfaction of the City and CDOT. This task includes finalizing utility relocation coordination with the affected utilities and documenting the resolution with a utility relocation agreement that will be signed by the affected utilities. A matrix indicating the existing and proposed utility design conflicts is required to be prepared during the Field Investigation Review (FIR) design submission, and updated and submitted with each subsequent submission, as necessary. Final utility plans will identify utility conflicts and provide a suggested relocation plan as required.

The Consultant will also be responsible for preparing the utility clearance package and obtaining CDOT approval prior to final project approval and advertisement.

#### **Deliverables**

- Subsurface Utility Engineering
  - Proposed Utility Test Hole Program (at FIR submittal)
  - Subsurface Utility Engineering Report (at FOR submittal)



- FIR & FOR existing Utility mapping plans
- Utility and PUC Coordination
  - Irrigation Company Agreements (at FOR submittal)
  - Draft PUC Applications (following FIR submittal)
  - Draft RTD Permit(s), if needed (following FIR submittal)
- Utility Coordination & Clearances
  - Initial identification of potential Utility Conflicts (contained in FIR Plans)
  - Final Utility Letter of Understanding, Agreements and/or Associated Permits (at FOR submittal)
  - FOR Utility Plans
  - FOR Utility Specifications

**TASK 4 – RIGHT-OF-WAY** (*AzTec Consultants, Inc & Universal Field Services*)

A partial Right-of-Way acquisition and temporary easement is anticipated at the southeast quadrant of the 120th Avenue and Claude Court intersection due to the widening of eastbound 120th Avenue.

Temporary easements will be depicted with standard legal descriptions and exhibits along with coordination with the City and the CDOT Region I Right of Way Department for right-of-way clearance.

The Right-of-Way plan set will include the calculation of parcels, easements and remainders in accordance with CDOT requirements. Services to obtain Right-of-Way Acquisition or Permanent Easement will be performed in conformance with the CDOT Right of Way Plan Review (ROWPR) process. If right-of-way impacts are limited to Temporary Construction Easements (i.e., no permanent easements or right-of-way takes required), the CDOT ROWPR process is not required.

The following services are to be performed:

- Legal Descriptions – CDOT (*AzTec Consultants, Inc*)
  - Prepare a legal description and exhibit per CDOT specifications and signed and sealed by a Colorado Licensed Professional Land Surveyor for use in dedicating an easement.
  - The Scope of Services assumes preparation of two (2) legal descriptions and exhibits, one (1) for Right-of-Way Acquisition, and one (1) for Temporary Construction Easement for the parcel referenced above.
  - Legal descriptions and exhibits associated with the RTD overpass crossing of 120<sup>th</sup> Avenue are not included in the base scope of services due to the uncertainty of the existence of an easement at this location.
- CDOT Right-of-Way Plans (*AzTec Consultants, Inc*)
  - Review project coordinate system and basis of bearing from Control Survey prior to calculations.
  - Review and tabulate all found boundary and right of way evidence.
  - Label all monuments found with description of monument and Project coordinates.
  - Label all aliquot lines and found corner monuments and describe each found corner.
  - Compute alignment of ROW centerline and store coordinates of all found monuments within the first tier of properties left and right of Centerline.
  - Review ownership documents (Memoranda of Ownership and/or title commitments, deeds and supporting plats).

- Number ownerships alternately as they occur along the centerline from south to north or west to east in the same direction as the stationing. Show current names of owners and lessees.
- Calculate the total area of all ownerships affected, including coordinates of all property corners.
- Deduct areas for existing road Rights-of-Way. Bearings and distances do not need to be shown on ownership Maps.
- Create a Tabulation of Properties for the proposed right of way parcels and proposed easements.
- Create a Tabulation of Monumentation to be set for the proposed right of way parcels and proposed easements.
- Transmit finished reproducible ownership map, electronic drawing files, with all calculations, field notes, and supporting data. The ownership map will include a copy of the control and monumentation sheet. (Note that only the Project control data needs to be completed at this time).
- Prepare ROW plans in accordance with the current version of the CDOT ROW manual.
- Plan set will include Title Sheet, Tabulation of Properties, Survey Control Plan, Monumentation Sheet, Plan Sheet and Ownership Maps.
- Address comments received at the CDOT Right-of-Way Plan Review (ROWPR).
- Title Commitment Review (*AzTec Consultants, Inc*)
  - Review a current title commitment for parcels adjoining the project to identify and plot existing easements for the above referenced parcel considered for right-of-way or easement acquisitions.
- Data Submittal (*AzTec Consultants, Inc*)
  - Prepare and submit a Survey Report in accordance with the CDOT Survey Manual.
  - Submit approved electronic field data signed and sealed by the PLS.
  - Prepare and submit a Project Narrative to include Method and points used as basis for establishing existing alignment and ROW limits. Procedures, property pins/points used to resolve ownership and property boundary locations. Procedures, property pins/points used to resolve or identify any gaps or overlaps discovered. Date, details and reasoning for any requests for additional survey data or ties.
  - File mylar plots of the entire right of way plan set with Adams County.
- Appraisal Staking (*AzTec Consultants, Inc*)
  - Stake proposed ROW line, permanent and temporary easements and existing ROW lines.
  - Stakes will be set at all corners and angle points and online as necessary to have at least three stakes visible from any point online.
  - Mark COGO point numbers on all stakes and color code per CDOT Survey Manual.
- ROW Acquisition Services (*Universal Field Services*)
  - The Scope of Services assumes Right-of-Way acquisition services for the parcel referenced above.
  - The Consultant will obtain Title Commitments; perform Real Estate Appraisal; generate and deliver Offer Letters; perform Good Faith Negotiations; execute Real Estate Closings; and coordinate with City of Northglenn Legal Counsel (as needed).
  - The Scope of Services assumes relocation services will not be required and therefore is not included.

**Deliverables**

- Draft Legal Descriptions (submitted to CDOT for review at FIR submittal)
- FIR Draft CDOT ROW Plans
- Legal Descriptions (copies submitted to CDOT at FOR submittal)
- FOR ROW Plans (CDOT format)

**TASK 5 – TRAFFIC ANALYSIS** *(Felsburg Holt & Ullevig)*

The Consultant will review the 120th Avenue Corridor Study (August 2015) and Karl's Farm Northglenn, Colorado Traffic Impact Study (April 2018, revised January 2019) and prepare a Traffic Analysis Technical Memorandum with recommended traffic improvements for the project.

Project recommendations will include lane geometry, auxiliary lane storage lengths, signal phasing and timing, and a signal warrant analysis at Race Street. The recommendations will be implemented into the project design.

**Deliverables**

- Draft Traffic Analysis Technical Memorandum (at FIR submittal)
- Final Traffic Analysis Technical Memorandum

**TASK 6 – ENVIRONMENTAL CLEARANCES** *(Felsburg Holt & Ullevig)*

This task is in support of project compliance with the National Environmental Policy Act (NEPA) through CDOT Form 128. The Consultant team will be responsible for obtaining an environmental clearance from CDOT and FHWA, anticipated to be a Categorical Exclusion (Cat Ex) Determination.

The Consultant will coordinate with the City and CDOT to evaluate the current setting and resources within the affected environment, evaluate potential environmental impacts and identify any mitigation measures. Please note that the assumed environmental resources are based on FHU's experience. Certain resources do not appear to be applicable, including Archeology, Paleontology, Section 6(f), and Visual Resources, and are therefore not included in the Scope of Services. Resources to be evaluated will be confirmed at a meeting with CDOT. Resources that are not included in this scope of work and the associated fee that are required by CDOT following the scoping meeting will necessitate a fee revision. Tasks may include the following:

- **Air Quality:** Prepare an air quality assessment in accordance with CDOT's Project Level Air Guidance which may include using 2040 traffic volumes and a carbon monoxide (CO) hot spot model and analysis. Prior to modeling, coordinate with the CDOT Region I Air Quality Specialist to evaluate if modeling is required, and if so, confirm what data/ variables to use, and which assumptions to make. Prepare an Air Quality Technical Memorandum in conformance with the CDOT air quality documentation procedures (assuming that the project will not cause or contribute to a violation of federal carbon monoxide standards).
- **Hazardous Materials:** Conduct a site reconnaissance and prepare an Initial Site Assessment (CDOT Form 881) documenting the potential presence of hazardous materials (otherwise known as "Recognized Environmental Conditions" [RECs]) within the project area. Review documentation that may be on file at the Colorado Department of Labor and Employment – Oil and Public Safety and the Colorado Department of Public Health and Environment. No soil or water testing will be conducted.

- **Biological Resources:** Complete a field survey and prepare a Biological Resources Technical Memorandum and a wetland delineation documenting existing conditions and potential impacts to wetlands and waters of the US, vegetation and noxious weeds, fish and wildlife, migratory birds, threatened and endangered species.
- **Cultural Resources:** Establish the project's Area of Potential Effects (APE) boundary, in cooperation with CDOT. Conduct a literature/file search for historic and cultural resources within the APE, utilizing the Office of Archaeology and Historic Preservation's (OAHP) Compass database and evaluating whether previously recorded resources located within or adjacent to the APE are eligible or potentially eligible for listing in the National Register of Historic Places (NRHP).

Utilize additional resources including the Adams County Assessor's property database, USGS historic topographical maps, historic aerial photography, and past cultural survey reports to evaluate which buildings and structures, not previously surveyed, meet the minimum age requirement for NRHP eligibility. Analyze properties 45 years and older (1975 and older), that are located within the APE to provide additional time for project planning and construction purposes. Utilize this information to provide an analysis and assessment of the required cultural and historic resource evaluations necessary to comply with Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended.

It is our understanding that the commercial and residential properties along the south side of 120th Avenue are part of the planned Northglenn subdivision and that several properties farther south of the project were previously surveyed and evaluated as "Contributing" to an historic district. However, it is unclear the extent of this prior evaluation. Additional properties, including the Karl's Dairy property and an early twentieth century farm complex along the north side of 120th Avenue also meet the minimum age requirement for NRHP eligibility. FHU will assist CDOT in the preparation of this historic resource analysis, including property surveys, determinations of eligibility and effects, and SHPO consultation. This scope of work does not include time that may be required in the event of an adverse effect.

- **Noise:** Perform the appropriate noise analysis in accordance with CDOT's Noise Analysis and Abatement Guidelines for potential sensitive receptors along the corridor and prepare a Noise Technical Memorandum. Define the relevant noise abatement criteria identification of noise-sensitive land uses and evaluate the existing noise levels (by measurement and/or modeling). Prepare the assessment in accordance with the most recent CDOT Noise Analysis and Abatement Guidelines. Survey of the benefitting receptors (i.e., voting) is not included in this scope and fee.
- **Economic Justice:** Review data from the U.S. Census and other applicable resources to identify existing low-income and minority populations within the project area. Evaluate impacts to these communities using CDOT and FHWA guidance in accordance with Executive Order 12898. Cross-reference other resources as appropriate (e.g., noise, air and water pollution, aesthetics, community cohesion, relocation impacts); and document outreach efforts and input (or feedback) for low-income and/or minority communities. Identify any adverse effects, benefits, and develop mitigation measures, if necessary, that would avoid or reduce the impacts according to Environmental Justice guidelines and document in a technical memorandum.
- **Section 4(f):** Review documentation regarding the City's parks and trails system for non-historic Section 4(f) properties which consist of publicly owned parks, recreation, and wildlife refuges. Evaluate potential impacts or ROW acquisitions to Section 4(f) properties followed by avoidance strategies, minimization, and/or mitigation alternatives for any Section 4(f) properties. Coordinate with the Region I Section 4(f) specialist to prepare documentation for resource clearance.
- Identify any environmental mitigation identified for environmental resources affected by design/construction.

- Perform all activities necessary to obtain all environmental clearances and permits, including obtaining the Construction Activities Stormwater Discharge Permit (CASDP), the CDPHE Discharge Permit and other environmental permits.
- Develop project special provisions outlining materials management requirements for the Contractor.
- Determine appropriate environmental pay items to include in construction documents.
- Develop environmental mitigation plans, specifications and cost estimate.

**Deliverables**

- Air Quality Technical Memorandum
- Noise Technical Memorandum
- Initial Site Assessment (CDOT Form 881)
- Biological Resources Technical Memorandum
- Historic Resources Technical Memorandum
- Noise Technical Memorandum
- Environmental Justice Technical Memorandum
- Section 4(f) Evaluation
- Verification of environmental documentation and permit requirements (Form 128) (at FIR)
- FIR Preliminary SWMP including Site Map input
- FIR Environmental Plans depicting Resource Clearance/Permit Conditions and Mitigation Measures
- NEPA Determination / Project Certification (Form 128) Signed Part B (at FOR)
- All Permit Request (at FOR)
- FOR Environmental Plans depicting Resource Clearance/Permit Conditions
- FOR Environmental Specifications

**TASK 7 – PUBLIC OUTREACH** (*Felsburg Holt & Ullevig & Goodbee and Associates*)

The City and Consultant will hold one (1) public meeting after the FIR submittal. The City will conduct all public outreach logistics prior to the public meeting including, but not limited to, advertising the public meeting, securing the meeting venue, project website updates, press releases, mailers, etc.

The Consultant will be responsible for assisting the City by attending the public meeting, providing all public meeting materials such as sign-in sheets, graphics and renderings, boards and easels, comment cards, etc. It is assumed that no formal presentation will be provided and that the meeting will be an open house format.

The Consultant will be available at the meeting to answer questions to facilitate the public involvement process.

The Consultant will provide a public meeting summary one (1) week after the public open house meeting which will include copies of all presented materials, copies of the sign-in sheet(s), and cataloged comments from the attendees.

## **TASK 8 – FIELD INVESTIGATION REVIEW (FIR) DESIGN**

*(Felsburg Holt & Ullevig, Goodbee and Associates, AzTec Consultants Inc. & PK Electric)*

The Consultant will be responsible for the preliminary design related to the scope of work. The following FIR plan drawings will be prepared by the Consultant team for the FIR submittal:

- Title Sheet
- Standard Plans List
- General Notes
- Summary of Approximate Quantities
- Survey Control Diagram
- Preliminary Ownership Map
- Typical Sections
- Geometric Plan (Mainline & Major Alignments)
- Removal Plans
- Roadway Plans & Profiles
- Drainage Plans
- CDOT SWMP Template
- Erosion Control Plan (Initial Only)
- Conceptual Striping Plans
- Traffic Signal Concept Layout Plans (at Irma and Race Street Intersections)
- Construction Phasing Strategy Plans
- Existing SUE Utility Plans
- Utility Relocation Plans, Testhole Log, and Matrix
- Conceptual Lighting Layout Plans
- Conceptual Landscape and Irrigation Plans
- Roadway Cross-Sections

Deliverables contained in other task descriptions as “at FIR” will be submitted with the FIR plan drawings. In addition, the following is to be submitted with the FIR package:

- Preliminary Engineer’s Opinion of Probable Construction Costs
- Preliminary Drainage Report (including Permanent Water Quality Analysis)
- CDOT Form 463

## **TASK 9 – FINAL OFFICE REVIEW (FOR) DESIGN & ADVERTISEMENT**

*(Felsburg Holt & Ullevig, Goodbee and Associates, AzTec Consultants, Inc. & PK Electric)*

The Consultant will be responsible for the final design for the scope of work. The following construction drawings will be prepared by the Consultant team for the FOR submittal:

- Title Sheet
- Standard Plans List
- General Notes
- Summary of Approximate Quantities
- Tabulation of Quantities
- Survey Control Diagram
- Typical Sections
- Geometric Plan
- Removal Plans
- Roadway Plans & Profiles
- Intersection Details
- Drainage Plans & Profiles
- Drainage Details
- CDOT SWMP Template
- Permanent Water Quality Plans
- Erosion Control Plans (Initial, Interim & Final)
- Signing & Striping Plans
- Traffic Signal Plans (at Irma and Race Street Intersections)
- Radio Communication Plan
- Construction Phasing & Traffic Control Plans
- SUE Existing Utility Plans
- Utility Relocation Plans, Pothole Log, and Matrix
- Lighting Plans
- Landscape and Irrigation Plans
- Roadway Cross-Sections

Deliverables contained in other task descriptions as “at FOR” will be submitted with the FOR Construction plan drawings. In addition, the following is to be submitted with the FIR package:

- FOR Specifications
- FOR Engineer’s Opinion of Probable Construction Costs
- Final Drainage Report
- CDOT Form 463
- Preliminary CDOT Form 859
- Preliminary Construction Schedule (MS Project and PDF formats)

The Consultant will finalize the project design for advertisement. The Consultant will be responsible for coordinating with CDOT on obtaining final NEPA, Right-of-Way, and Utility Clearances.

### **TASK 10 – BIDDING ASSISTANCE**

*(Felsburg Holt & Ullevig, Goodbee and Associates & PK Electric)*

This task covers services conducted during the bidding phase including, but not limited to, the following:

- Attending the pre-bid meeting to answer questions from prospective bidders.
- Supporting the City during the bidding process by providing answers to Contractor inquiries.
- Issuing addenda (if required) to clarify issues in the bid documents.

Due to the unknown level of support for this task, the professional service hours for this task are limited to those provided in the cost proposal.

### **TASK 11 – DESIGN SERVICES DURING CONSTRUCTION**

*(Felsburg Holt & Ullevig, Goodbee and Associates & PK Electric)*

This task covers design services conducted during the construction phase including, but not limited to, the following:

- Attend pre-construction meeting.
- Review of submittals and shop drawings.
- Respond to questions in the field that arise relative to the plans, details or special provisions.
- Respond to Request for Information (RFI).
- Conduct periodic site observations (4) as requested.
- Attend construction coordination meetings (4) as requested.
- Provide engineering and drafting services for design revisions required due to changes in construction of field conditions.
- Participate in Substantial Completion walk-through.

Due to the unknown level of support for this task, the professional service hours for this task are limited to those provided in Exhibit B1 – Manhour Fee Summary – by Task/Subconsultant.

### **TASK 12 – ADDITIONAL SERVICES – AS REQUESTED**


This task will cover providing additional work items that arise during the project that are requested in writing by the City of Northglenn that fall within the budgeted amount shown in Exhibit B1 – Manhour Fee Summary – by Task/Subconsultant.

**EXHIBIT B1 - WORK HOUR AND FEE SUMMARY - BY TASK/SUBCONSULTANT**  
**"BASE SERVICES" and "ADDITIONAL SERVICES"**

Date: 2/6/2020

City of Northglenn RFP Number 2019-033

20th Ave Corridor Improvements - Washington Street to York Street

 <b>TASK</b>	TOTALS	% OF TOTAL	FELSBURG HOLT & ULLEVIG	SUBCONSULTANTS					
				GOODBEE AND ASSOCIATES (DBE)	UTILITY MAPPING SERVICE, INC	PK ELECTRICAL (DBE)	AZTEC CONSULTANTS, INC	MARTINEZ ASSOCIATES, INC. (DBE)	UNIVERSAL FIELD SERVICES
1. PROJECT MANAGEMENT	\$ 98,710	9.5%	\$ 85,920	\$ 10,710	\$ -	\$ -	\$ 2,080	\$ -	\$ -
2. DATA COLLECTION	\$ 48,570	4.7%	\$ -	\$ -	\$ -	\$ -	\$ 32,570	\$ 16,000	\$ -
3. SUBSURFACE UTILITY ENGINEERING & UTILITY COORDINATION	\$ 177,845	17.2%	\$ 13,660	\$ 38,475	\$ 125,710	\$ -	\$ -	\$ -	\$ -
4. RIGHT-OF-WAY	\$ 19,880	1.9%	\$ 490	\$ -	\$ -	\$ -	\$ 13,290	\$ -	\$ 6,100
5. TRAFFIC ANALYSIS	\$ 5,260	0.5%	\$ 5,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. ENVIRONMENTAL CLEARANCES	\$ 83,960	8.1%	\$ 83,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. PUBLIC OUTREACH	\$ 11,450	1.1%	\$ 7,420	\$ 4,030	\$ -	\$ -	\$ -	\$ -	\$ -
8. FIELD INVESTIGATION REVIEW (FIR) DESIGN	\$ 203,314	19.6%	\$ 176,210	\$ 9,840	\$ -	\$ 17,264	\$ -	\$ -	\$ -
9. FINAL OFFICE REVIEW (FOR) DESIGN & AD	\$ 307,866	29.7%	\$ 269,980	\$ 28,590	\$ -	\$ 9,296	\$ -	\$ -	\$ -
10. BIDDING ASSISTANCE	\$ 9,978	1.0%	\$ 8,030	\$ 620	\$ -	\$ 1,328	\$ -	\$ -	\$ -
11. DESIGN SERVICES DURING CONSTRUCTION	\$ 19,941	1.9%	\$ 12,290	\$ 1,675	\$ -	\$ 5,976	\$ -	\$ -	\$ -
12. ADDITIONAL SERVICES	\$ 50,000	4.8%							
<b>TOTALS</b>	<b>\$ 1,036,774</b>		<b>\$ 663,220</b>	<b>\$ 93,940</b>	<b>\$ 125,710</b>	<b>\$ 33,864</b>	<b>\$ 47,940</b>	<b>\$ 16,000</b>	<b>\$ 6,100</b>
% OF TOTAL:			64.0%	9.1%	12.1%	3.3%	4.6%	1.5%	0.6%
% OF TOTAL (EXCLUDING ADDITIONAL SERVICES):			67.2%	9.5%	12.7%	3.4%	4.9%	1.6%	0.6%





**EXHIBIT B "FEDERAL COMPLIANCE"**

As part of Consultant's performance under this Agreement, Consultant represents that it is in compliance with and will continue to comply with the following federally-mandated standards.

A. Retention of Records; Monitoring. Consultant shall maintain a complete file of all records, documents, communications, and other written materials that pertain to the operation of programs or the delivery of services under this Agreement, and shall maintain such records for a period of three (3) years after the date of termination of this Agreement or final payment hereunder, whichever is later, or such further period as may be necessary to resolve any matter that may be pending. Consultant shall permit the City to inspect, review and monitor such records, documents, communications and other written materials in order to confirm performance and coordinate the services provided under this Agreement; provided, however, that the City's inspection, review and monitoring shall be performed in a manner that does not unduly interfere with Consultant.

B. OMB Circular A-133 Compliance. Consultant shall follow the requirements contained within OMB A-133 (available from the Office of Management and Budget: [http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/)), which include but are not limited to, conducting single audits.

C. Federal Civil Rights Obligations. Consultant understands that this project will be funded in part by the Federal Government. Therefore, in compliance with Title VI of the Civil Rights Act of 1964, the Consultant, for itself, its assignees and successors in interest, and for each and every subcontractor with which Consultant contracts for the performance of any portion of this Trade Contract agrees as follows:

1. Nondiscrimination. Consultant, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the grounds of race, color, sex, mental or physical handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Consultant shall require the same from any subcontractor.

2. Information and Reports. Consultant shall provide all information and reports required by applicable federal regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the federal government to be pertinent to ascertain compliance with such regulation, order and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the federal government and shall set forth what efforts have been made to obtain the information.

3. Sanction for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of the Agreement, if applicable, the federal government may impose such contract sanctions as it may determine to be appropriate, including but not limited to withholding of payments to the Consultant under the Agreement until the Consultant complies, or cancellation, termination or suspension of the Agreement in whole or in part.

D. Equal Employment Opportunity. During the performance of this Agreement, Consultant agrees as follows:

1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

4. Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. Consultant will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

E. Labor Standards. Consultant shall comply with the requirements of the Davis-Bacon Wage Act (the "Act") and shall indemnify City from liability for any failure to pay wages in compliance with the Act. The Consultant is referred to "A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects" and HUD Form 4010, which can be reviewed at

<http://portal.hud.gov/hudportal/documents/huddoc?id=4812-LRguide.pdf> . Consultant shall pay the wage rate in effect as of the date the Agreement is awarded. Consultant acknowledges receipt of the current prevailing wage determination issued by the Secretary of Labor as part of the solicitation for this Agreement. Consultant shall cooperate with City by providing information in the form and frequency requested by City concerning the type of work performed, the number of hours worked, and the hourly rates paid for the various types of work performed by all workers on the Project. Consultant shall allow City to conduct on-site wage interviews and shall post information concerning the Act as requested by City.

1. City is required to report to the U.S. Department of Housing & Urban Development concerning participation in the Project by minority-owned businesses and woman-owned businesses. Consultant shall promptly provide to City all information necessary for City to comply with its requirement.
2. Consultant is encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities in this Project to low – and very low-income persons and business concerns, or to businesses which employ low- and very low-income persons, including homeless persons and residents of public housing.
3. Consultant shall provide documentation proving that all iron, steel and manufactured goods used in construction, alteration of this public works project have been produced in the United States.
4. Consultant agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Consultant and subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to the Federal awarding agency.
5. Pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), if the amount of this Agreement exceeds \$100,000 and involves the employment of mechanics or laborers, Consultant shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.

F. Patent Rights (Federal Funds). If any invention, improvement, or discovery of Consultant or any of its subconsultants or subgrantees is conceived or first actually reduced to practice in the course of or under this Agreement, and if such is patentable, Consultant shall notify City immediately and provide a detailed written report. The rights and responsibilities of Consultant, third party contractors, and City with respect to such invention, improvement, or discovery will be determined in accordance with applicable federal laws and regulations in existence on the date of execution of this Agreement that define consultant title, right to elect title, federal government “march in” rights, and the scope of the federal government’s right to a nonexclusive, irrevocable, paid-up license to use the subject invention for its own. Consultant shall include the requirements of this paragraph in its third party contracts for the performance of the work under this Agreement.

G. Rights in Data and Copyright (Federal Reserved Rights). Except for its own internal use, Consultant shall not publish or reproduce any data/information, in whole or part, that is recorded in any form or medium whatsoever and that is delivered or specified to be delivered under this Agreement, nor may it authorize or permit others to do so, without the written consent of the federal government, through the City, until such time as the federal government may have released such data/information to the public. As

authorized by 49 C.F.R 18.34, the federal government, through City, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize City and others to use:

1. Any work developed under this Agreement or a resulting third party contract irrespective of whether it is copyrighted; and
2. Any rights of copyright to which a contractor, or third party contractor, purchases ownership with federal assistance.

H. Progress Reports. Consultant shall submit monthly progress reports to City. Failure to submit a progress report may result in non-payment to Consultant for the month. The progress report will be reviewed by City and, after deemed satisfactory by City, will be used as justification for billing. The progress report shall contain, but not limited to the following:

1. Report on progress of each work activity or milestone identified in the Agreement, to show the amount of work accomplished during the current month and the amount of work accomplished overall.
2. A report on the time scheduled for each work activity or milestone identified in the Agreement to show planned time completion and actual time used to do the work.
3. A description of the cause for delays beyond the planned completion time of work activities or milestones contained in the Agreement.
4. A report on the cost incurred to date on each work activity or milestone contained in the Agreement and a comparison to the cost estimates for such activity or milestone.
5. A description of possible remedies to get activities or milestones that are behind schedule, back on schedule, and to get activities or milestones that are exceeding cost estimates, back within planned costs.
6. Documentation of meetings that were held during the subject time period.
7. A report on the participation of Disadvantaged Business Enterprise ("DBE") subconsultants.

I. Excluded Party List. Consultant represents as follows during the entire term of this Agreement: Consultant's organization and its principals have not been and shall not be debarred, suspended, or proposed for debarment based on the federal excluded party list ("EPLS"). Further, Consultant's organization and its principals have not been and shall not be declared ineligible, are not in the process of being debarred, and are not voluntarily excluded from conducting business with a federal department or agency of the federal government. Consultant shall require the same of all subcontractors. The foregoing is a material requirement of this Agreement. Consultant's to comply with this requirement is a basis for termination of this Agreement for cause and shall be deemed a default.

J. If this is a Colorado Department of Transportation ("CDOT") project, Consultant's compliance with Section 162(a) of the Federal Aid Highway Act of 1973 is required as follows:

1. Compliance with Regulations. Consultant shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Incorporation of Provisions. For projects using Federal Highway Administration funds, Consultant shall require compliance with the provisions this Article 13.11 by every subcontractor, including subcontracts for the procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanction for noncompliance, provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Consultant may request the State or the Federal Highway Administration to enter into such litigation to protect their respective interests.

3. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix C of the Regulations. Consultant shall notify each potential subconsultant or supplier of Consultant's obligation under this Agreement and the Regulations relative to non-discrimination on the ground of race, color, sex, mental or physical handicap, or national origin.

K. Section 3 Statement. If this is a CDBG-funded project, the Project is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

1. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

2. Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Consultant's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

3. Consultant agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Consultant will not subcontract with any subcontractor where Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

4. Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after Consultant is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Consultant's obligations under 24 CFR part 135.

5. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

6. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the Project. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

L. Byrd Anti-Lobbying Certification. If the amount of this Agreement exceeds \$100,000, Consultant and every subcontractor shall file the certification required by 31 U.S.C. 1352, certifying to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. In the certification required by this section, each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

M. Clean Air and Water Compliance. If the amount of this Agreement exceeds \$150,000, in the performance of this Agreement, Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Contractor agrees to work with the City to report violations, if any, to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

FROM: Felsburg Holt & Ullevig  
(Prospective Consultant)

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

Project Name 120<sup>TH</sup> AVENUE CORRIDOR IMPROVEMENTS (WASHINGTON STREET TO WEST OF YORK STREET

Bid Number RFP No. 2019-033

Project No. CONTRACT #2020-022

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 17<sup>th</sup> day of February 2020

Prospective Consultant Felsburg Holt & Ullevig

By: [Signature]

Title: Principal



DEPARTMENT PROGRAM AFFIDAVIT

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

I, Jenny Young, 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.

Jenny Young  
Consultant Signature

2/17/2020  
Date

STATE OF COLORADO )  
  ) ss.  
COUNTY OF Arapahoe )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17<sup>th</sup> day of February, 2020, by Jenny Young as Principal of Felsburg Holt & Ullevig

My commission expires: 06/25/2023

(S E A L)

Susan Woodside  
Notary Public

