

**CIP DESIGN AND ENGINEERING MEMORANDUM**  
**# 09-06**

February 12, 2009

**TO:** Honorable Mayor Kathleen M. Novak and City Council Members

**FROM:** William Simmons, City Manager *WAS*  
Raymond Reling, Acting Director of Utilities *RR*  
Amy Ward, Acting Logistics Manager *AW*  
Mark Hofmeister, Civil Engineer I *MH*

**SUBJECT:** CR-19 -Water Treatment Facility (WTF) Professional Service Agreement for the Clearwell Expansion Construction Administration Services

**RECOMMENDATION:**

Attached to this memorandum is a Resolution which, if approved would authorize the Mayor to execute the Professional Services Agreement between the City of Northglenn and The Engineering Company (TEC) for construction administration services for the clearwell expansion in the amount of \$167,492.00. Staff recommends approval of the proposed Resolution.

**BACKGROUND:**

On August 10, 2006, the City Council approved Staff Report 06-22 to execute a Professional Services Agreement (PSA) between the City and TEC to complete the design of the WTP Clearwell /Administration Addition. The scope of the PSA included design services for an expansion of the existing clearwell and a new administration building for the WTP.

On May 24, 2007, the City Council approved two addendums to the PSA with resolutions 07-40 and 07-41. Resolution 07-40 (Addendum 1) included additional design services for increasing the size of the clearwell, adding a meter vault and adding an overflow structure. Resolution 07-41 (Addendum 2) added the construction administration services only for the administration building. To receive outstanding insurance monies per CIRSA requirements from the previous administration facility fire, it became necessary to split the construction of the administration building and clearwell expansion into two separate projects. Addendum 2 addressed additional costs for modifications to the existing project drawings and specifications to split the projects into two stand alone projects. The administration building construction was completed in November 2007.

On July 12, 2007, Resolution 07-51 was approved for Addendum 3, which included the construction administration services for the clearwell. However, due to budgetary constraints the clearwell project was postponed until additional funds became available.

If approved, this Resolution would supersede Addendum 3 for the construction administration services for the construction of the clearwell addition. The scope of services that TEC is proposing is attached to the Addendum as Exhibit A and includes the following activities: revisions to the existing drawings to comply with the 2006 International Building Code (IBC), bidding assistance, construction administration, structural inspection, submittal review, and completion of the as-built drawings.

**BUDGET/TIME IMPLICATIONS:**

There is no impact to the general fund. The budget, as proposed, for the contract is \$167,492.00. Funding is available in the 2009 Capital Improvements Connection Charges Fund account number 503.69264.000.3999.749 in the amount of \$167,492.00.

**STAFF REFERENCE:**

Please contact Amy Ward, Acting Logistics Manager at [award@northglenn.org](mailto:award@northglenn.org), or (303) 450-8837.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-19  
Series of 2009

\_\_\_\_\_  
Series of 2009

A RESOLUTION APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF NORTHGLENN AND THE ENGINEERING COMPANY FOR THE CLEARWELL EXPANSION CONSTRUCTION ADMINISTRATION SERVICES

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

Section 1. The Agreement for Professional Services between the City of Northglenn and The Engineering Company in an amount not to exceed \$167,492.00, attached hereto as **Exhibit 1**, for the Clearwell Expansion Construction Administration Services project is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
KATHLEEN M. NOVAK  
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 \_\_\_\_\_, 2009, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and The Engineering Company (TEC) (hereinafter referred to as "Consultant").

### RECITALS:

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

### I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

### II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

### III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

### IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed One hundred sixty seven thousand four hundred ninety two dollars (\$167,492.00 ). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by

Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

## **V. COMMENCEMENT AND COMPLETION OF WORK**

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

## **VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum 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 warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good

standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

#### **VIII. ILLEGAL ALIENS**

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. **Duty to Comply with Investigations.** Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

## **IX. INDEMNIFICATION**

Consultant agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. Consultant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

## **X. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance

sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) 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: Mark Hofmeister  
11701 Community Center Drive  
Northglenn, Colorado 80233-8061

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

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

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, or its employees.

#### **XI. NON-ASSIGNABILITY**

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

#### **XII. TERMINATION**

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

#### **XIII. CONFLICT OF INTEREST**

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

#### **XIV. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.



**XV. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

**XVI. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

**XVII. ENTIRE AGREEMENT**

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

**XVIII. SUBJECT TO ANNUAL APPROPRIATION**

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal conflicting provisions in the Agreement establishing any monetary obligation beyond the current fiscal year.

**XIX. NOTICE**

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

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

Consultant: The Engineering Company  
2310 East Prospect  
Fort Collins, CO 80525

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

**CITY OF NORTHGLENN, COLORADO**

By: \_\_\_\_\_  
Kathleen M. Novak Date

Mayor  
Title

ATTEST:

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

APPROVED AS TO FORM:

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

**CONSULTANT:**

By: *[Signature]*

Brian Zick  
Print Name

President 1/26/2009  
Title Date

ATTEST:

By: *[Signature]*

Thomas F. Ullmann  
Print Name

Principal-Seg/Treas 1/26/09  
Title Date

City's Contract # \_\_\_\_\_

Name of City's Project Manager  
Mark Hofmeister

# Exhibit A



January 15, 2009

Mark Hofmeister.  
City of Northglenn  
P.O. Box 330061  
Northglenn, Colorado 80233

RE: Northglenn Water Treatment Plant Clearwell Addition Construction Administration  
Services Proposal

Mr. Hofmeister:

TEC is pleased to provide this proposal for bidding and construction administration services for the Northglenn Water Treatment Plant Clearwell Addition project. Detailed descriptions of the scope of work and associated fees are enclosed. This new scope of work and attached Agreement will supercede the previous signed Agreement dated July 12, 2007.

Description:

TEC will revise drawings and specifications to conform to 2006 IBC, assist in the bidding process and provide construction administration services to facilitate construction of the clearwell, pumping station, and related structures. The scope of work includes construction administration with part-time resident observer, structural inspection, shop drawing review, interpretation of construction documents, and preparation of as-built drawings.

Scope:

1. Design Revisions for conform to 2006 IBC
  - a. Conduct Code evaluation, perform Comcheck and other calculations
  - b. Conduct structural calculations
  - c. Revise structural, mechanical and architectural drawings
  - d. Revise specifications
  - e. Deliver hard copy and pdf files of drawings and technical specifications
  
2. Construction Administration.
  - a. Attend prebid meeting
  - b. Answer questions during the bidding phase
  - c. Assist in preparation of addenda
  - d. Provide a part-time resident observer to provide quality assurance, to facilitate construction meetings and documentation, and to provide timely responses to Contractor's questions and construction issues.
  - e. The resident observer will be on site three days per week on average.
  - f. Conduct construction meetings every other week and provide meeting minutes and monthly construction reports to the Owner.
  - g. Review Contractor's pay requests and forward to the City of Northglenn.
  - h. Answer Contractor's requests for information.
  - i. Provide clarification for Owner's questions.

Exhibit A

Mark Hofmeister.  
City of Northglenn  
January 15, 2007  
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3. **Structural Inspection.**
  - a. Conduct structural inspections for all structures as required to comply with Chapter 17 of the International Building Code.
  - b. Provide written statements of inspection as required by building officials to comply with Chapter 17 of the International Building Code.
4. **Submittal Review.**
  - a. Receive submittals from the Contactor and manage all review, processing, and distribution of the submittals.
  - b. Coordinate review with architectural, mechanical, and electrical subconsultants.
5. **As-Built Drawings.**
  - a. Revise drawings based on Contractor's as-built red-lined drawings.
  - b. Provide 2 sets of 22"x34" revised drawings to Owner.

**Work Not Included:** The following items are specifically excluded from the scope of work.

1. Geotechnical inspection and recommendations.
2. Materials testing.
3. Surveying.

**Schedule:**

The estimate is based on an assumed construction duration of ten months. The preliminary schedule is for the scope of services to start in January 2009 and to be completed by December 2009.

**Fee:**

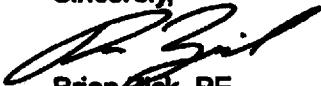
TEC proposes to do the work outlined above for a fee not to exceed \$167,492 billed on an hourly plus expenses basis. An itemized cost estimate is enclosed.

**Additional Services:**

Additional services beyond those set forth above may be requested and will be billed at current hourly rates as shown on the enclosed rate schedule and subject to annual adjustment. Such services shall be agreed to in writing in advance of additional work being conducted.

TEC is committed to providing quality engineering services to serve the needs of our clients. We look forward to working with you on this project. Please call me with your questions regarding this proposal and to discuss how to handle the contract.

Sincerely,



Brian Zick, PE  
Principal  
The Engineering Company

# Exhibit B

Exhibit B

**Cost Summary - Northglenn Water Treatment Plant Clearwell Addition**

Item	Qty	Unit	Unit Price	Cost
<b>1. Design Modifications</b>				
Project Manager	20	hrs	\$ 100.00	\$2,000.00
Structural Engineer	40	hrs	\$ 100.00	\$4,000.00
Architectural	40	hrs	\$100.00	\$4,000.00
Mechanical	12	hrs	\$100.00	\$1,200.00
			<b>Subtotal</b>	<b>\$11,200.00</b>
<b>2 Construction Administration</b>				
Project Manager I	405	hrs	\$ 100.00	\$40,500.00
Resident Observer I	888	hrs	\$ 82.00	\$72,816.00
Mileage	11100	mi	\$ 0.50	\$5,550.00
			<b>Subtotal</b>	<b>\$118,866.00</b>
<b>3 Structural Inspection</b>				
Structural Engineer	112	hrs	\$100.00	\$11,200.00
Mileage	1400	mi	\$0.50	\$700.00
			<b>Subtotal</b>	<b>\$11,900.00</b>
<b>4 Submittal Review</b>				
Structural Engineer	50	hrs	\$100.00	\$5,000.00
Design Engineer II	40	hrs	\$78.00	\$3,120.00
Architectural	30	hrs	\$100.00	\$3,000.00
Mechanical	19	hrs	\$100.00	\$1,900.00
Electrical	16	hrs	\$100.00	\$1,600.00
Clerical	160	hrs	\$43.00	\$6,880.00
Copying and Mailing	1	ea	\$500.00	\$500.00
			<b>Subtotal</b>	<b>\$22,000.00</b>
<b>5 As-Built Drawings</b>				
Project Manager I	16	hrs	\$100.00	\$1,600.00
Design Tech I	24	ea	\$74.00	\$1,776.00
Copying and Mailing	1	ea	\$150.00	\$150.00
			<b>Subtotal</b>	<b>\$3,526.00</b>
			<b>Total Cost</b>	<b>\$167,492.00</b>

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

FROM: The Engineering Company  
(Prospective Consultant)

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

Project Name WTP Construction Administration Services

Bid Number \_\_\_\_\_ Project No. \_\_\_\_\_

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 26<sup>th</sup> day of January, 2009.

Prospective Consultant The Engineering Company

By: [Signature]

Title: President

<b>Finance Dept Use Only</b>	
Initials	_____
Date	_____
PO #	_____



**ACCEPTABLE DOCUMENTS FOR  
LAWFUL PRESENCE VERIFICATION  
for the NO EMPLOYEE AFFIDAVIT**

**Documents that Serve to Prove Citizenship/Lawful Presence and Identification:**

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

**OR**

**Documents that Only Serve to Prove Citizenship/Lawful Presence:**

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

**AND**

**Documents that Serve to Prove Identification:**

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

DEPARTMENT PROGRAM AFFIDAVIT

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

I, Brian Zick, 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.

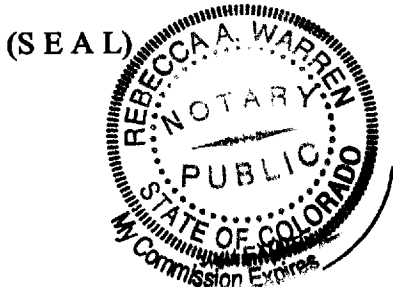
[Signature]  
Consultant Signature

26 January 2009  
Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 26 day of January, 2009, by J. BRIAN ZICK as PRESIDENT of THE ENGINEERING CO.

My commission expires: 7/26/12



Rebecca A. Warren  
Notary Public

Finance Dept Use Only  
Initials \_\_\_\_\_  
Date \_\_\_\_\_  
PO # \_\_\_\_\_

For the DEPARTMENT PROGRAM AFFIDAVIT

**LISTS OF ACCEPTABLE DOCUMENTS**

<b>LIST A</b> Documents that Establish Both Identity and Employment Eligibility	<b>OR</b>	<b>LIST B</b> Documents that Establish Identity	<b>AND</b>	<b>LIST C</b> Documents that Establish Employment Eligibility
1. U.S. Passport (unexpired or expired)		1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address		1. U.S. Social Security card issued by the Social Security Administration (other than a card stating it is not valid for employment)
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address		2. Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
3. An unexpired foreign passport with a temporary I-551 stamp		3. School ID card with a photograph		3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
4. An unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)		4. Voter's registration card		4. Native American tribal document
		5. U.S. Military card or draft record		5. U.S. Citizen ID Card (Form I-197)
5. An unexpired foreign passport with an unexpired Arrival-Departure Record, Form I-94, bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, if that status authorizes the alien to work for the employer		6. Military dependent's ID card		6. ID Card for use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card		
		8. Native American tribal document		7. Unexpired employment authorization document issued by DHS (other than those listed under List A)
		9. Driver's license issued by a Canadian government authority		
		<b>For persons under age 18 who are unable to present a document listed above:</b>		
		10. School record or report card		
		11. Clinic, doctor or hospital record		
		12. Day-care or nursery school record		

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