

Parks, Recreation & Cultural Services
MEMORANDUM #24 - 2010

DATE: July 22, 2010
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: William A. Simmons, City Manager *WAS*
Amanda Peterson, Director of Parks, Recreation and Cultural Services *AP*
SUBJECT: CR-110, 2010 Irrigation Valve Replacement

BACKGROUND

The 2010 Irrigation Valve Replacement project is part of a program designed to replace aging and failing irrigation valves throughout the City's parks and rights-of-way. The areas selected are based on the age of the existing irrigation system as well as the failure rate. The 2010 Parks and Recreation Master Plan Update, identified the Northwest Open Space for irrigation valve replacement for the 2010 calendar year. Northwest Open Space has 150 irrigation valves that are approximately 20 to 30 years old and are reaching the end of their service life. New valves are anticipated to last, on average, an additional 25 years.

On May 27, 2010, the City of Northglenn requested quotes to install irrigation valves at the City's Northwest Open Space on the Rocky Mountain E-Purchasing website. On June 17, 2010, the City received two (2) quotes for the 2010 Irrigation Valve Replacement project. The two quotes received were from The Brickman Group, LTD LLC, formerly The Green Plan, Inc. for \$54,264.00 and Modern Golf and Turf LLC for \$61,186.00. City staff contacted the submitted references for The Brickman Group, LTD LLC and determined that the contractor's past performance on similar projects meets the City's standards. Copies of the trade agreement are attached.

The 2010 Irrigation Valve Replacement project was approved in the 2010 budget for \$40,000.00. Since the low bid exceeds the approved project budget, Staff has requested approval of a supplemental appropriation CB-1724 scheduled for 2nd reading on July 22, 2010 in the amount of \$19,690.40. Although the total project cost exceeds the proposed budget, the unit prices are comparable with previous irrigation valve replacement projects. The \$40,000 appropriated for the 2010 Irrigation Valve Replacement project would in most cases cover the cost of the valve replacements, however due to the size of Northwest Open Space and the number of valves requiring replacement additional capital is necessary.

BUDGET/TIME IMPLICATIONS

The cost of 2010 Irrigation Valve Replacement as proposed is \$ 54,264.00 plus a 10% contingency of \$5,426.40 for a total of \$59,690.40. Project funding of \$40,000 is identified in the 2010 Capital Improvement Projects Fund. The additional funding, including contingency, of \$19,690.40 is accounted for through the adoption of CB-1724. The specific funding source is the Adams County Open Space discretionary funds disbursement (ADCOO).

RECOMMENDATION

Staff recommends approval of the proposed Resolution. Attached to this memorandum is a Resolution that, if approved, would:

- 1) Authorize the Mayor to execute a contract between the City of Northglenn and The Brickman Group, LTD LLC for the 2010 Irrigation Valve Replacement in the amount of \$54,264.00;
- 2) Authorize \$5,426.40 as a contingency and authorize the City Manager, on behalf of the City, to approve minor changes in the scope of work and execute relevant change orders up to the approved expenditure limit of \$59,690.40.

STAFF REFERENCE

Amanda Peterson, Director of Parks, Recreation, & Cultural Services at apeterson@northglenn.org,
or (303) 450-8950.



CITY OF NORTHGLENN
FORMAL BID SUMMARY

BID NUMBER RFQ 2010-21

PAGE 1

BID NAME Irrigation Valve replacement

DEPARTMENT: Parks and Recreation/Public Works

DATE DUE 6/17/2010	BID RECEIVED: DATE: 6/17/2010 TIME: 4:00 PM	BID RECEIVED: DATE: 6/17/2010 TIME: 3:38 PM	BID RECEIVED: DATE: TIME:	BID RECEIVED: DATE: TIME:	BID RECEIVED: DATE: TIME:
Remove existing 2" valves and valve boxes. Install new valves, valve boxes and isolation valves with new 2" Rainbird EFB-CP valve, Spears model #2621 isolation valve, and Carson valve box model no. 1220-12 with lid model no. 1220-4.	\$ 3,456.00	\$ 4,140.00			
Remove existing 1-1/2" valves and valve boxes. Install new valves, valve boxes and isolation valves with new 1-1/2" Rainbird EFB-CP valve, Spears model # 2621 isolation valve, and Carson valve box model no. 1220-12 with lid model no. 1220-4.	\$ 19,722.00	\$ 22,686.00			
Remove existing 1" valves and valve boxes. Install new valves, valve boxes and isolation valves with new 1" Rainbird EFB-CP valve, Spears model # 2621 isolation valve, and Carson valve box model no. 1220-12 with lid model no. 1220-4.	\$ 2,960.00	\$ 3,650.00			
Remove existing 2" valves and valve boxes. Install new valves, valve boxes and isolation valves with new 2" Rainbird EFB-CP valve, Spears model # 2621 isolation valve, and Carson valve box model no. 1220-12 with lid model no. 1220-4.	\$ 26,496.00	\$ 28,635.00			
Remove existing 1-1/2" valves and valve boxes. Install new valves, valve boxes and isolation valves with new 1-1/2" Rainbird EFB-CP valve, Spears model # 2621 isolation valve, and Carson valve box model no. 1220-12 with lid model no. 1220-4.	\$ 1,038.00	\$ 1,275.00			
Remove existing 3/4" valves and valve boxes. Install new valves, valve boxes and isolation valves with new 3/4" Rainbird EFB-CP valve, Spears model # 2621 isolation valve, and Carson valve box model no. 1220-12 with lid model no. 1220-4.	\$ 592.00	\$ 800.00			
TOTAL	\$ 54,264.00	\$ 61,186.00			

Formally the
Green Plan Now
Brickman Group LTD LLC
Modern Golf
& Turf LLC

Buyer Kathleen Krasnaker

City Clerk, dep Lisa Andrews

Date June 17, 2010

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-110
Series of 2010

Series of 2010

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE BRICKMAN GROUP, LTD LLC FOR THE 2010 IRRIGATION VALVE REPLACEMENT PROJECT

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

Section 1. The Agreement between the City of Northglenn and The Brickman Group, LTD LLC, attached hereto, in the amount of \$54,264.00 with a ten percent (10%) contingency of \$5,426.40 for a total amount not to exceed \$59,690.40 for the 2010 Irrigation Valve Replacement Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____ 2010.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2010 between the City of Northglenn, Colorado (the "City") and The Brickman Group, LTD LLC ("Contractor").

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

Section 1. Scope of Work. Contractor shall perform all work in accordance with **Exhibit A**, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the "Project").

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the City and Contractor, consist of this Agreement and Exhibit A; Invitation for Bids, Bid Schedule, Payment, Performance, Maintenance and Warranty Bond, Notice of Award; Notice to Proceed; general conditions, special conditions measurement and payment technical specifications and drawings; and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The City shall pay Contractor for the performance of work and completion of the Project not to exceed the amount of \$ 54,264.00

Section 4. Times and Methods of Payment.

A. Progress payments shall be made in proportion to services rendered and shall be due and owing within thirty (30) days of Contractor's submittal of his monthly invoice. Contractor shall submit invoices prior to the twenty-fourth (24th) day of each month for payment the following month. Payment of any invoice that is received after the twenty-fourth (24th) day of each month may be delayed up to a period of sixty (60) days. If the City objects to any invoices submitted by Contractor, the City will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

B. If the City fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

Section 5. Retainage. Progress payments to the Trade Contractor shall be subject to retention in accordance with Colo. Rev. Stat. § 24-91-103, as amended.

Section 6. Final Payment. The City shall make final payment, including release of retainage, to Contractor when the Project is complete and finally accepted by the City.

Section 7. Probationary and Final Acceptance. Probationary acceptance of the Project shall follow inspection and approval of Contractor's performance by the City, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The City shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the City is subject to the provisions of this Contract, and in accordance with Northglenn Municipal Code Section 16-2-13, and in no manner affects or

releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the City for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the City and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, materialman, equipment supplier, manufacturer or other person.

Section 8. Commencement and Completion of Performance. The services called for shall commence on August 1, 2010 and end on October 31, 2010. Contractor shall commence any work requested by the City within ten (10) days of notification by the City. In the event Contractor fails to commence work within this time period, the City may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the City and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed. If Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then Contractor shall pay to the City the amount of liquidated damages and not as penalty the sum of two hundred fifty dollars (\$250.00) for each calendar day that Contractor shall be in default after October 31, 2010. The City will charge Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the City in connection with any work accomplished after the specified completion date.

Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and Contractor has promptly given written notice of such delay to the City:

1. To any preference, priority or allocation order duly issued by the City; or
2. To unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

Section 9. Termination.

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:

1. Not less than ten (10) calendar days written notice of intent to terminate, and
2. An opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by the City for its convenience.

C. Upon receipt of a termination action pursuant to paragraphs A and B above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

Section 10. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor and sub-contractors shall pay all fees, if applicable, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefor unless otherwise specified by the City. The City shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The City is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the City is exempt shall not be included in the Agreement Price. The City shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. §39-26-114(1)(a)(XIX), Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.

Section 11. Insurance.

A. The Trade Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section 14 below. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligation assumed pursuant to Section 14, below, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages, listed below. Such coverages shall be obtained 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 the Contractor pursuant to Section 14, below. 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 law for any employee engaged in the performance of the work under this Contract, and Employers 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. General Public Liability Insurance to be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than two million dollars (\$2,000,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident and not less than two million dollars (\$2,000,000) for all damages arising out of injury to, or destruction of property, including the City's property, during the policy period. The General Public Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.

3. Protective Liability and Property Damage insurance covering the liability of the Owner, including any employee, officer or agent of the Owner with respect to all operations under the Contract by the Trade Contractor or his sub-contractors shall be obtained and maintained during the life of this Contract.

4. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the Trade Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Trade Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Trade Contractor providing services to the Owner under this contract.

C. The signed original Certificate of Insurance shall include the name of the project and formal bid number on the form.

D. To the extent that liability results from the acts or omissions of the contractor, the insurance policies and certificates of insurance required under this Section 11 shall name as additional insured(s), the Owner, whether private or governmental, the Owner's officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies), or entity(ies) deemed necessary by the Owner. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

E. The insurance provided by the Trade Contractor shall be primary to insurance carried by the Owner, the Engineer, and all other additional insureds, and the principal defense of any claims resulting from the Trade Contractor's obligations under the Contract shall rest with the Trade Contractor's Insurer.

F. If any of the policies held by the Trade Contractor do not allow for the automatic addition of additional insureds, the Trade Contractor's insurance agent shall also provide a copy of all accompanying endorsements recognizing such additional insureds.

Section 12. Payment, Performance, Maintenance & Warranty Bond. Contractor shall

provide to the City, prior to commencement of performance, a Payment, Performance, Maintenance and Warranty Bond on the City form to the City in the full amount of fifty-four thousand two hundred sixty-four dollars (\$54,264.00), including provisions for any adjustment thereof in accordance with the terms of this Agreement. Contractor shall obtain such bond on the City's behalf, separate and apart from any similar bonds or surety or warranty agreements entered into independently between the City and any manufacturer or supplier.

Section 13. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the City all workmanship, equipment and materials on or made a part of the Project and its structures for a period of two (2) years from and after the date of final acceptance of the work by the City as provided by this Agreement.

Section 14. Indemnification. The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their 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 or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor's employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor's employees or subcontractor.

The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their insurers, from and against any such liability, claims or demands at the sole expense of the Contractor, or at the option of the City, Contractor agrees to pay the City or reimburse the City for defense costs incurred by the City in connection with any such liability, claims, or demands. The Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 15. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. Contractor shall require any subcontractors to provide the City with a certificate of insurance which provides insurance coverage as provided by Section 11 of this Agreement. The certificate of insurance shall name the City as an additional insured and provide that the policy shall not be terminated without ten (10) days written notice to the City. In all events, Contractor shall be responsible and held liable for any contractor licensing, permits, bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the City, Contractor shall disburse the same immediately to subcontractors without any requirement of the City to supervise the same. The City may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or materialmen prior to payment of progress payments or final payment. No contractual relationship shall exist between the City and any subcontractor because of the subletting of any part of the Project work.

Section 16. Changes in Contract Price. The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in

the contract price will be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved, which are attached as **Exhibit B** and incorporated by this reference.
2. An agreed lump sum.
3. The actual cost of labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition there will be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of general overhead and profit.

Section 17. Work Rules.

A. Contractor shall perform all work hereunder in keeping with the rules and regulations that the City may promulgate at any time for the safe, orderly, and efficient conduct of all operations.

B. The City shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the City, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.

C. Nothing contained in this Agreement shall constitute Contractor as being an employee of the City, nor shall any employment relationship between the City and Contractor be created by the terms hereof.

D. Contractor is responsible for the safety of any of its materials, tools, possessions, and rented items stored on the job site and for protection of the Project and shall hold the City and its authorized representatives harmless from any damage or loss incurred thereto.

E. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services, or instruments for whose actions Contractor is responsible hereunder.

F. No material, equipment, tools, supplies, or instruments other than those belonging to or leased by Contractor will be removed from the Project site by Contractor without the prior written approval of the City.

G. Contractor agrees to report immediately to the City, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

Section 18. Illegal Aliens

A. Certification. By entering into this Agreement, Contractor 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 Contractor 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. Contractor 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 Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Contractor 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. Contractor 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 Contractor 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, Contractor shall:

a. Notify the subcontractor and the City within three (3) days that Contractor 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 Contractor 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. Contractor 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 Contractor is complying with the terms of this Agreement.

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

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

IX. INDEMNIFICATION

The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their insurers, from the 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 or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor's employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor's employees or subcontractor.

The Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims or demands at the sole expense of the Contractor, or at the option of the City, Contractor agrees to pay the City or reimburse the City for defense costs incurred by the City in connection with any such liability, claims, or demands. The Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 19. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 20. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification, or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 21. Severability. If any term, section, or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 22. Waiver. No waiver any either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 23. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.

Section 24. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 25. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings, or agreements pertaining to such matters are merged into, and are superseded by this Agreement.

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

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing Date

Mayor
Title

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Date
City Attorney

CONTRACTOR: Brickman

By: [Signature]

JEFFREY S. POPE
Print Name

ATTEST:

Regional Manager 6/30/10
Title Date

By: _____

645 Compton Street
Address

Print Name

Broomfield, Co 80020
City, State, Zip Code

Title Date

City's Contract # _____

Amy Ward
Name of City's Project Manager

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

FROM: _____
(Prospective Contractor)

TO: CITY OF NORTHGLENN
c/o Tammy Guenther
11701 Community Center Drive
Northglenn, Colorado 80233

Project Name _____

Bid Number _____ Project No. _____

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with 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 _____ day of _____, 2009.

Prospective Contractor _____

By: _____

Print name _____

Title: _____

Finance Dept Use Only	
Initials	_____
Date	_____
PO #	_____

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am an owner/member/shareholder of _____, a _____ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- o *A valid Colorado Driver's license or a Colorado identification card;*
- o *A United States military card or a military dependent's identification card;*
- o *A United States Coast Guard Merchant Mariner card;*
- o *A Native American tribal document;*
- o *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- o *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Signature

Date

Print Name

Finance Dept Use Only	
Initials	_____
Date	_____
PO #	_____

DEPARTMENT PROGRAM AFFIDAVIT

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

I, _____, 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.

Contractor Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2009, by _____ as _____ of _____.

My commission expires:

(SEAL)

Notary Public

Finance Dept Use Only	
Initials	_____
Date	_____
PO #	_____