

NORTHGLENN URBAN RENEWAL AUTHORITY

RESOLUTION NO.

N/15-17
Series of 2015

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
H.C. PECK & ASSOCIATES**

WHEREAS, NURA desires to contract with H.C. Peck & Associates for professional services relating as set forth in the attached professional services agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF THE NORTHGLENN URBAN RENEWAL AUTHORITY, THAT:**

Section 1. The Professional Services Agreement attached hereto as **Attachment A** is hereby approved and the Chair is authorized to execute the same on behalf of the Authority.

DATED this 13th day of May, 2015.

Rosie Garner
Chair

ATTEST:

APPROVED AS TO FORM

Debbie Tuttle
Executive Director

Jeff Parker
Board Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ___ day of _____, 2015, by and between the Northglenn Urban Renewal Authority, 11701 Community Center Drive, Northglenn, Colorado 80233-8061 (hereinafter referred to as "NURA") and H.C. Peck & Associates, Inc. with an address of 4001 Fox Street, Denver, CO 80216 (hereinafter referred to as "Consultant").

RECITALS:

A. NURA requires professional services; and

B. Consultant has held itself out to NURA 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 NURA, 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 (the "Scope of Services").

II. NURA'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

NURA 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 NURA upon completion of the work.

IV. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, NURA shall pay Consultant as set forth in **Exhibit B**, not to exceed a maximum of Five Thousand Dollars (\$5,000.00). Unless expressly set forth otherwise in **Exhibit B**, this amount shall include all costs and expenses incurred by Consultant.

V. COMMENCEMENT AND COMPLETION OF WORK

Upon mutual execution of this Agreement, Consultant shall commence work on all its obligations as directed by the NURA Executive Director or NURA's legal counsel.

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 NURA. 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 NURA 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 NURA for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by NURA 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 NURA'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 NURA 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 NURA 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 NURA, 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 NURA, agrees to pay NURA or reimburse NURA for the defense costs incurred by NURA 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 NURA, its officers, or its employees, NURA shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of NURA, 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 the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to NURA. 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 one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include NURA and NURA's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by NURA, 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 NURA 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 NURA prior to commencement of the Agreement. No other form of certificate shall be used. If NURA 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 NURA 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 NURA. The completed certificate of insurance shall be sent to:

Northglenn Urban Renewal Authority
Attn: Executive Director



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 NURA may immediately terminate this Agreement, or at its discretion, NURA 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 NURA shall be repaid by Consultant to NURA upon demand, or NURA may offset the cost of the premiums against any monies due to Consultant from NURA.

F. NURA 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 NURA, 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, C.R.S. § 24-10-101 *et seq.*, as from time to time amended, or otherwise available to NURA, 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 NURA's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by NURA's issuance of said written notice of intent to terminate, NURA 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, NURA 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 NURA thereafter shall be at NURA'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 NURA. Upon disclosure of any such personal or private interest, NURA shall determine if the interest constitutes a conflict of interest. If NURA determines that a conflict of interest exists, NURA 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 NURA for any purposes.

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

This Agreement is the entire Agreement between Consultant and NURA, and shall supersede all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and NURA 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 to the addresses first set forth above.

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

[Remainder of page intentionally left blank – signatures on following page]



EXHIBIT A

Negotiation and related services for the acquisition of property currently owned by Impala Capital, LLC at the Huron Center, located at Huron Avenue and 104th Avenue in Northglenn, Colorado.

JCP

EXHIBIT B

[COMPENSATION TERMS]

ad

HC PECK ACQUISITION-RELOCATION SERVICES
FEE SCHEDULE – 2015

<u>Personnel Classification</u>	<u>Rate per Hour</u>
Principal	\$121.35
Senior Project/Quality Manager	\$109.22
Project Manager	\$101.94
Senior Right of Way Agent	\$ 89.20
Right-of-Way Agent III	\$ 81.55
Right-of-Way Agent II	\$ 68.81
Right-of-Way Agent I	\$ 58.60
Support Staff	\$ 50.97
Appraisers/Review Appraisers	Cost + 5%

Reimbursable Expenses

Hourly rates do not include the following expenses, which are reimbursable at cost:

- Reproduction costs (third party)
- Courthouse instrument copies
- Notary, license & permit fees
- Postage, delivery and express mail
- Maps
- Special Delivery
- Parking and tolls
- Mileage at the current IRS rate
- Long Distance Telephone & Fax

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

FROM: H.C. PECK & ASSOCIATES, INC.
(Prospective Consultant)

TO: Northglenn Urban Renewal Authority
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

project Name _____

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 24th day of APRIL, 2015

Prospective Consultant H.C. PECK & ASSOCIATES, INC.

By: [Signature]

Title: EXECUTIVE VICE PRESIDENT

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 NURA, 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 NURA, 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.

NURA 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 or*
- 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*
- o *Any other documents or combination of documents listed in NURA's "Acceptable Documents for Lawful Presence Verification" chart that prove both the consultant's citizenship/lawful presence and identity.*

OR

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

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

Signature

Date

Finance Dept Use Only	
Initials	_____
Date	_____
PO #	_____

JEP

**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, H. C. PECK + ASSOCIATES, Inc. as a public contractor under contract with NURA ("NURA"), 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

4.24.15
Date

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 24th day of April, 2015, by JE Parker Jr as Executive Vice President of H. C. Peck + Associates, Inc.

My commission expires:

(S E A L)



[Signature]
Notary Public

Finance Dept Use Only
Initials _____
Date _____
PO # _____

For the DEPARTMENT PROGRAM AFFIDAVIT

LISTS OF ACCEPTABLE DOCUMENTS

LIST A Documents that Establish Both Identity and Employment Eligibility	OR	LIST B Documents that Establish Identity	AND	LIST C 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 (<i>other than a card stating it is not valid for employment</i>)
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 (<i>Form FS-545 or Form DS-1350</i>)
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 (<i>Form I-197</i>)
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 (<i>Form I-179</i>)
		7. U.S. Coast Guard Merchant Mariner Card		
		8. Native American tribal document		7. Unexpired employment authorization document issued by DHS (<i>other than those listed under List A</i>)
		9. Driver's license issued by a Canadian government authority		
		For persons under age 18 who are unable to present a document listed above:		
		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)