



PROPOSAL NO 2018-022

ISSUE DATE 09/25/2018

**REQUEST FOR PROPOSAL (RFP)  
COVER SHEET**

**PROPOSAL TITLE:** 2018 Justice Center Custodial Services

**SUBMISSION DEADLINE:** 2:00 PM on October 22, 2018

**SUBMIT PROPOSAL TO:** **City Clerk's Office**  
**11701 Community Center Dr**  
**Northglenn CO 80233**  
**or**  
**rfp@northglenn.org**  
**or**  
**www.govbids.com**

**CONTACT:** Madeline Norconk

**EMAIL:** [mnorconk@northglenn.org](mailto:mnorconk@northglenn.org)

**PHONE:** 303-450-8853

Bidding instructions and drawings are available at the Rocky Mountain E-Purchasing website at: <http://govbids.com/scripts/co1/public/home1.asp>.

**MANDATORY  
PREBID CONFERENCE** **YES Scope and walk through pre-bid meeting**

**DATE & TIME:** October 2, 2018 at 10:00 AM

**LOCATION:** Justice Center 50 Community Center Dr Front Parking lot area

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions, requirements, and instructions of this bid as stated or implied, (3) the vendor warrants that he/she is familiar with all provisions of the contract documents and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (4) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (5) that the vendor listed on the bid submission must match all contract and insurance documents submitted upon award.

**PRINT OR TYPE YOUR INFORMATION**

Company \_\_\_\_\_ Fax Number \_\_\_\_\_  
Address \_\_\_\_\_ City, State Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Email \_\_\_\_\_ Phone \_\_\_\_\_  
Signature \_\_\_\_\_  
Print name \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

---

---

1. **PROPOSAL NO:** 2018-022
  
2. **PROPOSAL TITLE:** 2018 Justice Center Custodial Services
  
3. **PURPOSE OF SOLICITATION:**

The City of Northglenn is seeking proposals from qualified firms (Contractor) to provide janitorial services for the city's Justice Center and Courts building on 50 Community Center Drive.

---

---

---

**SCHEDULE OF ACTIVITIES:** The following schedule of activities delineates the timing of the solicitation and the estimated project schedule. These dates may be subject to change at the City's discretion.

September 24, 2018	Request for Proposal Issuance
October 2, 2018	Mandatory Prebid Conference
October 12, 2018	Information/Question Period Ends
October 15, 2018	Addendum Issuance
October 22, 2018	Bid Submission Deadline
October 2018	Contract Awarded
November 2018	Contract Takes Affect

**INTERPRETATION OF DOCUMENTS AND SPECIFICATIONS:** Wherever the word "contract" appears, it shall be held to include all the documents as listed. No less than all of the parts of the contract documents shall constitute the formal contract. If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of specifications, schedules, or information sheets or the proposed contract documents, he may submit to the project manager a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by an addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any explanation or interpretation of such documents which anyone presumes to make on behalf of the City.

4. **TERMS AND CONDITIONS:** As set forth in the contract agreements and any supplemental, the following terms and conditions will apply to this Request for Proposal, each vendor's proposal and to the negotiations, if any, of any said contract. Submission of a proposal in response to this RFP indicates the vendor's acceptance of the terms and conditions contained in this document and the contract.
  
5. **BIDDER EXPENSES:** The City of Northglenn will not be responsible for any expenses incurred by any vendor in preparing and submitting an offer.
  
6. **WITHDRAWAL:** A vendor may withdraw his proposal at any time prior to the expiration of the final date and time set for receipt of bids. Withdrawal notification must be in written form, and must be received in the Offices of the City Clerk prior to the closing date and time.

7. **IRREVOCABILITY:** Following the time of closing, all bids will become irrevocable offers to the City and will remain as such until 90 days from date of submission. By submission of a bid, the vendor agrees to enter into a contract. In addition all quoted prices will be firm and valid up to 90 days from date of submission. The City may, in its sole discretion, release any proposal and return any bonds if applicable prior to the 90 days.
8. **LATE PROPOSALS:** Any proposal received after the Final date and time for receipt of proposal will not be accepted and will be unopened and discarded without being considered.
9. **SIGNATURES OF VENDORS:** Each vendor shall sign his proposal, using his legal signature and giving his full business address. The person signing the proposal must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A proposal by a person who affixes to his signature the word, "President", "Secretary", "Agent" or other designation without disclosing his principal, may be held to be a proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Bids submitted electronically are to be typed in lieu of written signature (see the cover letter).
10. **OPEN RECORDS ACT:** Notwithstanding any language contained in a proposal to the contrary, all proposals submitted to the City become the property of the City. Any information considered proprietary should be marked by the vendor and as such and will be kept confidential to the extent provided by law.
11. **SALES TAX:** Vendors shall not include federal, state, or local excise, sales or use taxes in prices offered, as the City is exempt from payment of such taxes.
12. **MISTAKES IN BIDDING INSTRUCTIONS:** If the City makes a mistake in drafting the bidding instructions or any other contract documents, the City reserves the right to reject any or all bids, or to require that vendors submit an alternate proposal with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the vendor has already been selected and has started performing work under the contract, and the City then discovers a mistake in the contract documents for which the City is responsible, the City may opt to reform the contract. If the mistake causes the vendor to receive compensation for materials not used in the work or for labor that would not be required for the work, the contract price shall be decreased proportionally. If the mistake causes the vendor to fail to bid on work which must be performed in order to properly complete the contract, the City may increase the contract price to equal the proportionate increase in the cost of required materials and labor caused to the vendor. In the alternative, the City may solicit bids for such additional work, or the City may reassign such additional work to another vendor, as the City deems appropriate. Nothing in this provision shall apply to mistakes made by the vendor in completing the proposal form or in performing the contract.
13. **ACCEPTANCE OF PROPOSAL:** It is expressly understood and agreed that the City reserves the right to reject any or all bids, to waive formalities, and accept the proposal which appears to be in the City's best interest.
14. **APPEAL OF AWARD:** Solicitations will be awarded based on multiple criteria, price being just one of the conditions. Vendors can review the solicitation's special terms and conditions for information on evaluation criteria. Vendors may appeal the award decision by submitting, in writing, to the City of Northglenn, a request for reconsideration within 7 calendar days after the posting of the Notice of Intent to Award, provided that the appeal is sought by the vendor prior to the City finalizing a contract with the selected vendor. Vendors who were deemed non-responsive are ineligible to participate in the appeal process.
15. **DEFENSE OF SUITS:** In case any action at law or suit in equity is brought against the City, any officer,

employee, or agent thereof, for or on account of the failure, omission, or neglect of the vendor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of the contract, the vendor shall indemnify and save harmless the City, officers, employees, and agents of the City, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.

- 16. CONTRACT NEGOTIATIONS:** If the City decides to proceed and to negotiate a contract, the City intends to provide written notification to the vendor whose proposal is deemed by the City to be in the best interests of the City and the City will attempt to negotiate a contract with the selected vendor(s) on terms and conditions stated in this RFP or in the successful vendor's bid, but shall also include terms and conditions later negotiated. If the City and the successful vendor are unable to execute a contract and the vendor has been notified that it is the successful vendor then the City may cease all discussions with the (first) successful vendor without any further obligation to that vendor and select another (second) vendor as the successful vendor. If the (second) vendor is rejected, as per the terms above, then the City, without any further obligation to that vendor, may select another (third) vendor as the successful vendor and so on, or the City reserves the right to reject all proposals and re-bid.
- 17. OPENING OF PROPOSALS:** The City reserves the right to open Proposals received in response to this RFP, privately and unannounced, after the closing date and time.
- 18. EXTENSION OF TIME:** No time extensions are being considered at this time; however, should the City extend this proposal, all vendors will be given the same considerations.



## I. INTRODUCTION

The City of Northglenn (City) is seeking proposals from qualified firms (Contractor) to provide janitorial services for the city's Justice Center building located at 50 Community Center Drive.

A sample agreement has been attached for the contractor to review prior to submitting a proposal. The City will not negotiate the contract after the bid submittal has been made. The contract is for one year with optional negotiated renewals.

To complete this objective the city will require the following services:

1. Cleaning services 3 times a week (weekend times can be proposed)
2. Times for the service will start after 5:00 PM

## II. SCOPE OF SERVICES

- The Contractor shall provide cleaning services 3 times per week. Any additional services will be negotiated at the time of determining the additional service needed.
- Services will be provided after 5:00 PM on scheduled and agreed upon days. Any deviation from the schedule needs to be reported to the city.
- Keys and proxy cards for entrance in the facility will be provided by the city. The Service Provider will keep a list of all personnel changes doing work on city premises.
- All contractor employees working in this facility must obtain a background clearance using Colorado Data Base Investigations and/or Colorado Bureau of Investigations-Crime Information Center (CBI). Also Service provider must check for valid documents through Homeland Security, Immigration and Custom Enforcement (ICE). Documentation will be sent to the city on each employee assigned to this facility. The City may deny clearance to any person who:
  - Has an active criminal arrest warrant
  - Has a felony arrest or conviction
  - Has a drug-related misdemeanor or drug-related petty offensive conviction within the past three (3) years.
  - Is a suspect in an active criminal investigation
  - Is determined to be a threat to the safety of person or property or to the confidentiality of City information.
- Contractor is required to provide all equipment necessary to perform the work. This is to include, but is not limited to: mops, mop buckets, vacuums, cleaning

chemicals, towels or rags, duster, etc... The City will be responsible for providing paper products such as paper towels, toilet paper, tissue, and trash can liners.

- The contractor shall provide, when possible, cleaning chemicals that are deemed environmentally friendly, or “green”.
- The Contractor shall properly dispose of wastes (vacuum bags, trash bags, mop bucket water, etc...) in a manner that will not cause outdoor litter or the release of cleaning chemicals onto the ground or into the storm drain.
- The Contractor shall provide a list of all subcontractors used, if any, for the completion of the required work.
- Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephones or equipment provided for City use only. When a Contractor’s employee is found in violation of the foregoing, he shall be escorted to the nearest exit and the Contractor shall be notified that such employee shall not be allowed entrance to the facility in the future until reauthorized by the City.
- Any damage to office equipment, furniture, walls, and doors caused by the Contractor’s employees shall be the responsibility of the Contractor, who shall repair or replace any damaged item. Contractor shall bear the expense of repair or replacement of any damage it causes by any means, including but not limited to damage caused by unauthorized use of chemicals or acids. Prior to the start of the contract, a check of the building should be made with the Contractor to verify in writing any pre-existing damage.
- The Contractor shall be responsible for all safety training, procedures and requirements. Observance of any employees working in an unsafe manner shall be grounds for issuance of a suspension of work by the City and, possibly, termination of the contract. The contractor must ensure that all employees working on Northglenn property have passed all applicable health certifications, such as handling Blood Borne pathogens.

### III. PROPOSAL FORMAT AND CONTENT

The contractor shall submit one (1) hard copy of the final proposal. The proposal shall consist of a cover letter and the following items below.

#### **The proposal shall include the following items:**

- **Project Team** – Identify all key personnel and sub-consultants assigned to this contract.
- **Quality Assurance Program** – Provide details on how quality assurance is met, including examples of inspection forms, and schedule for inspection and staff responsible for quality assurance inspections.
- **References** – Provide a list of references, both private and public sector that can be contacted for details about services and quality assurance programs.
- **Rate Sheet** – The Contractor will complete the provided rate sheet that details the cost for cleaning per month and on an annual basis.

#### **IV. QUALIFICATION OF BIDDER**

All Bidders must be prepared to submit, within five days of the City's request, written evidence of their qualifications to perform the work. Bidders may be required to submit evidence that they have a practical knowledge of the particular work bid upon, and that they have the financial resources to complete the proposed work. In determining the bidder's qualifications, the following factors will be considered: (a) work previously completed by the bidder, (b) equipment available to be used in this Work, (c) recent financial statement relative to resources, including cash and bank credits available, (d) surety company that has indicated its willingness to bond the bidder, (e) statement of material on hand and available for this work, (f) whether the bidder maintains a permanent place of business, and (g) whether the bidder has appropriate technical experience. Each bidder may be required to show that it has handled former work so that no just claims are pending against such work. No bid will be accepted from a bidder who is engaged in any work that would impair his ability to perform or finance this Work.

Evidence of a Bidder's qualification to do business in the State of Colorado may be required. The Bidder will be required to establish to the satisfaction of the City the reliability and responsibility of all proposed subcontractors and suppliers pursuant to the criteria set forth in these Instructions. Prior to the award of the Agreement, the City will notify the bidder in writing if the City has reasonable objection to any such proposed subcontractor. In this event, the bidder may, at his option, (1) withdraw his bid, or (2) submit a substitute acceptable to the City with an adjustment in the bid to cover any difference in cost.

#### **V. SELECTION CRITERIA**

The City does not discriminate on the grounds of race, religion, color, age, sex, disability, or national origin in consideration of an award. The Agreement shall be awarded to the lowest, responsible bidder meeting the bid specifications that the public interest would be better served by accepting a higher bid. In determining whether the public interest would be better served by accepting a bid other than the lowest bid, the following factors shall be considered:

1. The bidder's skill, ability, and capacity to perform the personal services or to furnish the materials, equipment or supplies required;
2. Whether the bidder can perform the services or furnish the materials, equipment or supplies promptly, or within the time period specified, without delay or interference;
3. The bidder's character, integrity, reputation, judgment, experience and efficiency;
4. The quality of the bidder's performance of previous purchase agreements;
5. The bidder's previous and current compliance with statutes, ordinances and rules relating to the purchase;

6. The sufficiency of the bidder's financial resources necessary for the performance of the purchase agreement;
7. The bidder's ability to provide future maintenance or service;
8. The number and nature of any conditions attached to the bid;

Upon recommendation of the City Manager may reject all bids when it determines that such action is in the public interest.

## **VI. PERFORMANCE STANDARDS**

Performance under the Custodial Services Contract will be measured according to the following standards.

### Dusting

A properly dusted surface is free of all dirt and dust, dust streaks, film, lint and cobwebs. Please note that dusting should be accomplished without moving personal items or paperwork.

### Removing Spots from Carpets

An approved spot remover shall be used when needed to remove spots appearing on rugs and carpets.

### Spot Cleaning

Particular attention shall be given to wall areas near light switches, doorways and doors, and baseboards. Clean with detergent solution and sponge followed by plain water rinse, and dry with clean cloth. Do not use abrasive cleaners on painted or resilient surfaces.

### Vacuuming Carpets and Rugs

A properly vacuumed carpet is free from all dirt, lint, dust, wastepaper, staples, and paper clips.

### Damp Wiping

Damp wiping shall be done with a clean, damp sponge or cloth. A properly damp wiped item or object will be free from dirt, dust, lint streaks, and will have a uniform shine. Care shall be taken when damp wiping venetian blinds to make sure that tapes and cords are not soiled during the cleaning operation. **NO damp wiping of computer screens should occur.**

### Wet Mopping

A floor that is properly wet mopped is free of all soil, streaks, and contamination.

### Machine Scrubbing

Machine scrubbing is performed with a standard rotary floor machine or automatic floor machine and is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks, standing water in all areas, and when floor has a uniformly clean appearance. A clear water rinse must follow the scrubbing process immediately. An approved detergent shall be required in the scrubbing solution,

used in strict accordance with the manufacturer's instructions.

#### Scrubbing (Hand)

Same as Machine Scrubbing above except a hand brush or push brush is used in lieu of a floor machine.

#### Stripping

Removal of all wax or synthetic floor finish down to the flooring material, using an approved detergent especially prepared for this purpose along with an approved brush or pad. After the stripping process, the floor shall be free of all streaks, with a uniformly clean appearance, and free of contamination and cleaning solution and shall be ready for sealing or waxing when the floor has dried. The stripping solution shall be used in strict accordance with the manufacturer's instructions. The stripping solution is to be neutralized with an approved neutralizing agent and rinsed with clear water.

#### Sealing

An approved sealer shall be applied to the floor area in accordance with the sealer manufacturer's instructions after the floor has been stripped and is thoroughly dry.

#### Floor Finish Application

When applying floor finish, the floor must be first free of all soap and contamination and completely dry. Finish must be applied evenly, free of streaks, and as uniform as possible. Successive coats of finish shall not be applied with 10" of the wall or baseboard to prevent buildup. The floor shall be buffed after application of finish in strict accordance with manufacturer's instructions.

#### Touch-Up or Patching (Floor Finish)

When touching up floor finish in heavy traffic areas and other areas, "wet-mop" or scrub floor areas to be patched so that the area is completely clean and freed of contamination; after area is completely dry, apply floor finish, let finish dry completely and buff and blend into the surrounding finish.

#### Buffing

Buffing is accomplished with a floor machine using a soft brush or pad manufactured for the purpose intended, or an appropriate 3M or Scotch Brite floor pad. When an area is buffed properly it will reflect a maximum gloss. When buffing is complete, the areas shall be dust mopped or swept.

#### Excellent Condition

This term pertaining to floors shall mean that the surface be freed from any wax build-up requiring stripping, that the surface be clean having its natural appearance, that seal and floor finish applications be free of streaks and as uniform as possible, and that the surface reflect a maximum gloss free from all markings other than the natural surface itself.

#### Spot Cleaning of Hard Floors

A surface adequately spot cleaned is free of all stains and deposits and is substantially free of all markings using only the minimum amount of liquid necessary to clean the soiled area.

#### Rinsing

A floor is properly rinsed when all contaminated cleaning solution and other contaminants have been removed by mopping with clear water. The rinsing operation shall be repeated as many times as necessary until the floor is completely clean and freed of contamination. Rinsing of any item requires the use of clear water to remove all traces of the cleaning solution used to clean the item.

#### Cleaning

An item is clean when it is freed of all dust and dirt, film, streaks, and substantially free of all cleaning marks.

#### Dust Mopping and Sweeping

A properly dust mopped and swept floor is free of all dirt, dust, grit, lint, and debris, except imbedded dirt and grit. Dust mops should be thoroughly shaken out at the end of each use.

#### Vacuuming

The removal of dirt, dust, grit, etc. from various surfaces and recesses by use of a vacuum cleaner and various brush attachments and crevice tools. A properly vacuumed area is freed of all dirt, dust, grit and debris.

#### Spotting Carpets

Remove coffee, pop, ink, or any other stains from the carpet with appropriate spotting agent without bleaching the carpet.

#### High Dusting

High dusting is defined as the dusting of all surfaces, walls, ledges, grills, horizontal, vertical and all other surfaces from the ceiling to within six (6') feet of the floor.

#### Disinfecting

Disinfecting as defined for this contract shall mean the application of an approved disinfectant solution of the strength necessary to destroy micro-organisms in the active (vegetative) state, but may not destroy spores.

**RATE SHEET**

**JUSTICE CENTER  
50 Community Center Drive**

Square Footage: 45, 864 square feet

Work Schedule: Three (3) nights per week

Requirements: All contract custodial service personnel including owners, managers, and supervisory staff working at the Justice Center will be required to complete a background investigation and fingerprinting prior to working at the facility.

NUMBER OF STAFF PER SHIFT \_\_\_\_\_

TOTAL COST per month \$ \_\_\_\_\_

TOTAL COST per year (12 months) \$ \_\_\_\_\_

HOURLY RATE \$ \_\_\_\_\_

---

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and (hereinafter referred to as "Contractor").

**RECITALS:**

A. The City requires professional services.

B. Contractor 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 Contractor shall provide to the City, professional consulting services for the Project.

**I. SCOPE OF SERVICES**

Contractor 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 Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor 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 Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

**III. OWNERSHIP OF WORK PRODUCT**

The City acknowledges that the Contractor'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 Contractor, the City shall pay Contractor an amount not to exceed (\$ \_\_\_\_\_). 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 Contractor in performing all services hereunder.

B. Contractor 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 Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor 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 Contractor fails to submit any invoice

on or before the twenty-fourth (24th) day of any given month, Contractor 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 Contractor 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, Contractor 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, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor 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 Contractor's certification that services required herein by Contractor 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, Contractor 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 Contractor 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 Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

**VII. PROFESSIONAL RESPONSIBILITY**

A. Contractor 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 Contractor 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. Contractor 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 Contractor under this Agreement. Contractor 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 Contractor 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 Contractor 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, 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**

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

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

C. INDEMNIFICATION – COSTS: Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor 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. Contractor shall, to the fullest extent permitted by law, defend and

bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

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

## **X. INSURANCE**

A. The 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 Contractor pursuant to Section IX. above. 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 obligations assumed pursuant to Section IX above, by reason of its failure to obtain or 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 IX. above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

3. Professional liability insurance on projects over \$1,000,000 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 Contractors as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. 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. Contractor 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 Contractor'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 Contractor'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:  
11701 Community Center Drive  
Northglenn, Colorado 80233-8061

E. Failure on the part of Contractor 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 Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

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

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

**XI. NON-ASSIGNABILITY**

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

**XII. TERMINATION**

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Contractor 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 Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor 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 Contractor.

**XIII. CONFLICT OF INTEREST**

The Contractor 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**

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor 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 Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

**XVIII. SUBJECT TO ANNUAL APPROPRIATION**

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

**XIX. NOTICE**

Any notice or communication between Contractor 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

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**CITY OF NORTHGLENN, COLORADO**

By: \_\_\_\_\_  
Name Date

ATTEST:

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

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

**CONTRACTOR:**

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

ATTEST:

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title Date

Attach Exhibit A “**SCOPE OF SERVICES**” and  
Exhibit B “**AMOUNT OF COMPENSATION**”

Indicate on the bottom of each page

**EXHIBIT A – Page 1 of ?**

**EXHIBIT B – Page 1 of ?**

Then discard this page

SAMPLE

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

FROM: \_\_\_\_\_  
(Prospective Contractor)

TO: City of Northglenn  
PO Box 330061  
11701 Community Center Drive  
Northglenn, CO 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 \_\_\_\_\_, \_\_\_\_\_.

Prospective Contractor \_\_\_\_\_

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

Title: \_\_\_\_\_

**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:*

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *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*
- *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

**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



**LISTS OF ACCEPTABLE DOCUMENTS**  
**All documents must be UNEXPIRED**

Employees may present one selection from List A  
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		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. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALIDFORWORKONLYWITH INS AUTHORIZATION (3) VALIDFORWORKONLYWITH DHS AUTHORIZATION
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 report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph		3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card		4. Native American tribal document
5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <b>a.</b> Foreign passport; and <b>b.</b> Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record		5. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card		6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI	7. U.S. Coast Guard Merchant Mariner Card	7. Employment authorization document issued by the Department of Homeland Security		
	8. Native American tribal document			
	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			

Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).  
Refer to the instructions for more information about acceptable receipts.