

CITY OF NORTHGLENN

**2020
RFP 2020-016**

ADDENDUM NO. 2
DATED: June 22, 2020

TO: PROSPECTIVE BIDDERS

The following adds to, supplements, amends or clarifies by way of explanation, portions of the Contract Documents, Specifications, and Drawings for the above named project.

NOTE: It will be the responsibility of the Bidder to acknowledge receipt of Addenda on the Bid Form as part of his/her submitted proposal. Failure to do so will be grounds for the City to reject the proposal.

The Contract Documents, including the Specifications and Drawings are hereby modified by the following items:

SPECIFICATIONS: NONE

DRAWINGS: NONE

QUESTIONS: Emailed Questions and Answers

SUBMITTALS: All proposals should be submitted electronically to rfp@northglenn.org.

City of Northglenn

Attachments: Emailed Questions and Answers

ALL ITEMS IN CONFLICT WITH THIS ADDENDUM ARE HEREBY DELETED.

END OF ADDENDUM NO 2

Supplemental Information Issuance: 6/22/2020

1. Regarding the schedule of meetings, can you clarify which meetings are expected to be in person? From the text of the RFP, it appears that the consultant will present in person at 1) one kick-off /public meetings and 2) a final Public Meeting to present the final survey results and obtain the recommendations. Have there been or are there expected to be any changes to in-person meetings due to COVID-19 concerns? **Yes, most of our meetings at the moment are virtual. This could shift in the coming months, but we are expecting engagement to look differently due to COVID-19.**
2. Does the NHPC have a preferred interface for the digital data that would be presented as part of the Survey? For example, Adobe PDF, Google Earth KMZ files, or ArcGIS Online? **Adobe PDF should be used for any presentation type materials, and any working GIS files may be provided to staff.**
3. In addition to the CLG grant provided by the state historic preservation office, will the consultant be required to provide a list of additional potential funding resources for the project? **No, the project is fully funded through the grant.**
4. Does the City have any existing Historic Context Studies on the City of Northglenn and/or the Deza Estates Neighborhood? **No, we do not have any context studies completed at this time. The Historic Preservation Foundation has a website that has some useful information regarding the history of Deza Estates and the city. <http://www.northglennhistory.com/history-of-deza-estates.html>**
5. What are the City's expectations on public engagement (physical vs. virtual public meetings)? Are there any specific grant requirements? **We are expecting most meetings to be virtual, but this could shift. The grant has no specific requirements other than public engagement should occur. We outlined in the application that at least two public meetings would be held, and residents in the neighborhood would be utilized as a resource and be kept apprised of the ongoing survey.**
6. What information was used to identify the survey level for each property (intensive vs. reconnaissance level)? **The Historic Preservation Foundation contracted with a consultant to write the grant. The consultant conducted a windshield survey and tentatively determined which structures would be surveyed at intensive or reconnaissance levels. The specific breakdown of houses may shift as the project proceeds.**
7. Page 9 of the RFP references: "The consultant's general Statement of Qualifications shall also be included as an appendix.". What qualifications is the City seeking outside of the requested information within the body of the proposal? **The city is not seeking any other specific qualifications outside what is included. The general statement of qualifications may include a resume or any other information you would like to share with the city outside of what was requested.**
8. On page 10 there is reference of a survey forms attachment/link, but the link is broken in the scanned version of the RFP. Are these survey forms still required and if so, is there another way to access them? **The forms are required. Here is a working link for the forms. <https://www.historycolorado.org/survey-inventory-forms>**

9. The RFP references a contract in 6. TERMS AND CONDITIONS (page 2). It also references "CONTRACT DOCUMENTS" on the proposal form to be completed (page 5). Is there supposed to be a separate sample contract included in this RFP for bidder's to review? **A sample contract is attached here.**

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

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

RECITALS:

A. The City requires professional services.

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

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

I. SCOPE OF SERVICES

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

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

IV. COMPENSATION

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

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

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

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

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

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

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

V. COMMENCEMENT AND COMPLETION OF WORK

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

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

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

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

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

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

VIII. ILLEGAL ALIENS

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

B. Prohibited Acts. Consultant shall not:

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

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

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

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

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

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

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

IX. INDEMNIFICATION

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

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

C. **INDEMNIFICATION – COSTS:** Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and

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

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

X. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

XI. NON-ASSIGNABILITY

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

XII. TERMINATION

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

XIII. CONFLICT OF INTEREST

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

XIV. VENUE

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

XV. INDEPENDENT CONTRACTOR

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

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

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

XVIII. SUBJECT TO ANNUAL APPROPRIATION

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

XIX. NOTICE

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

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

Consultant: _____

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

CITY OF NORTHGLENN, COLORADO

By: _____

ATTEST:

Print Name

Johanna Small, CMC
City Clerk

Date

Title

Date

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

Date

CONSULTANT:

By: _____

ATTEST:

Print Name

By: _____

Title

Date

Print Name

Title

Date

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

Indicate on the bottom of each page

EXHIBIT A – Page 1 of ?

EXHIBIT C – Page 1 of ?

USE THE ATTACHED EXHIBIT B

Then discard this page

SAMPLE

EXHIBIT B "FEDERAL COMPLIANCE"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FROM: _____
(Prospective Consultant)

TO: City of Northglenn
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 _____ day of _____

Prospective Consultant _____

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:

- 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 the City'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 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

<p>LIST A Documents that Establish Both Identity and Employment Authorization</p>	<p>OR</p>	<p>LIST B Documents that Establish Identity</p>	<p>AND</p>	<p>LIST C Documents that Establish Employment Authorization</p>
<p>1. U.S. Passport or U.S. Passport Card</p>		<p>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</p>		<p>1. A Social Security Account Number card, unless the card includes one of the following restrictions:</p>
<p>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</p>				<p>(1) NOT VALID FOR EMPLOYMENT</p>
<p>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</p>		<p>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</p>		<p>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION</p>
<p>4. Employment Authorization Document that contains a photograph (Form I-766)</p>		<p>3. School ID card with a photograph</p>		<p>2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)</p>
<p>5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:</p> <p>a. Foreign passport; and</p> <p>b. Form I-94 or Form I-94A that has the following:</p> <p>(1) The same name as the passport; and</p> <p>(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.</p>		<p>4. Voter's registration card</p>		<p>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</p>
		<p>5. U.S. Military card or draft record</p>		
		<p>6. Military dependent's ID card</p>		<p>4. Native American tribal document</p>
		<p>7. U.S. Coast Guard Merchant Mariner Card</p>		<p>5. U.S. Citizen ID Card (Form I-197)</p>
		<p>8. Native American tribal document</p>		
		<p>9. Driver's license issued by a Canadian government authority</p>		<p>6. Identification Card for Use of Resident Citizen in the United States (Form I-179)</p>
		<p>For persons under age 18 who are unable to present a document listed above:</p>		
		<p>10. School record or report card</p>		<p>7. Employment authorization document issued by the Department of Homeland Security</p>
<p>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</p>		<p>11. Clinic, doctor, or hospital record</p>		
		<p>12. Day-care or nursery school record</p>		

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.