REQUEST FOR PROPOSAL

FINAL PROPOSAL PACKAGE

PROJECT NAME: DESIGN BUILD SERVICES FOR SANITARY SEWER LIFT STATION SCADA IMPROVEMENTS

RFP NUMBER: 2020-014

Bids Due
Date: May 15, 2020
Time: 10:00 a.m.
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REQUEST FOR PROPOSAL (RFP)
COVER SHEET

PROPOSAL TITLE: Design Build Services for Sanitary Sewer Lift Station SCADA Improvements

SUBMISSION DEADLINE: 10:00 a.m. on 05/15/2020

SUBMIT PROPOSAL TO: City Clerk’s Office
11701 Community Center Dr
Northglenn CO 80233

or
rfp@northglenn.org

or
www.govbids.com

CONTACT: Mike Roman, PE, Civil Engineer II

EMAIL: mroman@northglenn.org

PHONE: 303-450-4079

Bidding instructions and drawings are available at the Rocky Mountain E-Purchasing website at:

MANDATORY PREBID CONFERENCE: Yes- date and time below, or contact PM to arrange a conference.

DATE & TIME: 05/08/2020 at 10:00 a.m.

LOCATION: Northglenn Water Treatment Facility, 2350 W 112th Ave, Northglenn, CO 80234

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: RFP 2020-014

2. PROPOSAL TITLE: Design Build Services for Sanitary Sewer Lift Station SCADA Improvements

3. PURPOSE OF SOLICITATION:
The City of Northglenn is soliciting proposals from qualified engineering and instrumentation and controls consultants to provide complete Design-Build services for improvements to several City owned sanitary sewer lift stations. The lift stations are running on an outdated controls system that is not maintainable and has reached end of life. This project includes new PLCs and related improvements at several Northglenn lift stations.

4. 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.

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<tr>
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5. 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.

6. 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.

7. BIDDER EXPENSES: The City of Northglenn will not be responsible for any expenses incurred by any vendor in preparing and submitting an offer.

8. 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.

9. 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.

10. 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.

11. 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).

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.
18. 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.

19. 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.

20. 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.
PROPOSAL FORM

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

PROPOSAL: Pursuant to the “advertisement for proposal” for the above named project, and being familiar with all contractual requirements therefore, the undersigned bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, transportation, services and all other things necessary for the completion of the contractual work, and perform the work in accordance with the requirements and intent of the contract documents, within the time of completion set forth herein, for, and in consideration of the following prices.

Proposal of ________________________________ (hereinafter called BIDDER) organized and existing under the laws of the State of ________________ doing business as ___________________________. To the CITY OF NORTHGLENN (hereinafter called CITY). In compliance with your advertisement for bids, BIDDER hereby proposes to perform WORK on

Design Build Services for Sanitary Sewer Lift Station SCADA Improvements ___________________ - 2020-014

in strict conformance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in case of a joint bidder each party thereto certifies as to his own organization that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT as indicated in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

________________________________________________________

________________________________________________________

*Insert "a corporation", "a partnership", or "an individual" as applicable.
Sub-contractors (if any): Work they will perform:

1. ___________________________  Email: ___________________________

2. ___________________________  Email: ___________________________

3. ___________________________  Email: ___________________________

Please provide a complete and accurate list of at least three references and contact phone numbers:

1. ___________________________  Phone: ___________________________
   Email: ___________________________

2. ___________________________  Phone: ___________________________
   Email: ___________________________

3. ___________________________  Phone: ___________________________
   Email: ___________________________

Respectfully submitted,

________________________________________
Signature

________________________________________
Address

________________________________________
Title

________________________________________
Attest

________________________________________
Date

________________________________________
License Number
(If Applicable Signature)

________________________________________
Phone Number
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1 GENERAL INFORMATION & REQUIREMENTS

1.1 GENERAL INFORMATION

This Request for Proposal (RFP) is issued by the City of Northglenn (City) to all firms and team of firms (Proposers) for “Design-Build for Lift Station SCADA” located in the State of Colorado, City of Northglenn, at various locations. The City hereby invites such Proposers to submit competitive proposals (Proposals) for Design/Build Services for the Project as more specifically described in this RFP.

The Proposers are required to adhere to all pertinent Federal, State, and Local laws, regulations and/or requirements.

This RFP uses the Term “Design-Build Contractor” when indicating the firm that will provide pre-construction services as Designer and construction services as General Contractor. For more information on Design-Build contracting and the scope of work required for this project, refer to attached Sample Contract and Section 1.7 of this RFP.

1.1.1 The RFP will be a one-step or two-step process for selecting a Design/Build Contractor for the Project. The RFP provides the information necessary to prepare and submit Proposals. The City will rank the Proposals in the order that they provide the “best value” for the City based on the published selection criteria and on the ranking evaluations. While the City expects to develop a short list of Design/Build Contractors to interview, the City reserves the right to make a selection based solely on the response to the RFP.

1.1.2 The City, if electing to utilize a second step, will identity no more than two of the most qualified Proposers to schedule for interviews.

1.2 POINT OF CONTACT

The City designates the following person, as its representative and Point-of-Contact for the RFP. Proposers shall direct all questions regarding the RFP, including questions regarding terms and conditions, to the Point-of-Contact person.

Mike Roman, P.E.
Phone: 303-450-4079
e-mail: mroman@northglenn.org

1.3 DESIGN/BUILD CONTRACTOR

The Design/Build Contractor must identify all trade companies, engineers, system integrators, and other related parties responsible for the completion of all aspects associated with the project. The Design-Build Contractor shall act as the primary firm responsible for the coordination of all engineering/controls consultants and trades associated with the construction of the Lift Station SCADA Improvements.

1.4 PRE-SUBMITTAL CONFERENCE

A mandatory pre-submittal conference will be scheduled with Proposers on May 8th, 2020 at 10:00 AM in the main conference room at the Northglenn Water Treatment Facility, 2350 W 112th Ave, Northglenn, CO 80234. The intent of the conference is to encourage discussion on all aspects of the project and answer any Proposal related questions. A site visit to one or more lift stations may be offered as part of the conference. Consultants
who have previously arranged to have a pre-bid conference are not required to attend this conference. An addendum will be issued covering all questions raised during the pre-submittal conference.

1.5 PUBLIC INFORMATION

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to the Colorado Open Records Act.

1.6 TYPE OF CONTRACT

The Owner’s Standard Design Build Contract, a copy of which is attached to this RFP. The proposed contract sum shall be Cost of Work Plus Design-Builders Fee with a Guaranteed Maximum Price in accordance with the attached sample agreement.

1.7 PROJECT DESCRIPTION AND SCOPE OF SERVICES

Please see Exhibit A for complete project description and scope of services.

1.8 PROJECT PLANNING SCHEDULE

Please find the project schedule under the Proposal Form section.

1.9 DRAWINGS AND SAMPLE DESIGN BUILD CONTRACT

1.9.1 Site drawings identifying the existing lift stations are limited in detail and may be of limited use. Drawings are available by request to the City Project Manager.

1.9.2 A sample Design Build Contract is included with this RFP for reference.

1.10 CLARIFICATIONS AND INTERPRETATIONS

Any clarifications or interpretations of the RFP that materially affect or change its requirements will be issued by the City as an addendum on the City of Northglenn’s web-site, located at www.northglenn.org/bidding and rocky mountain e-purchasing website at http://www.bidnetdirect.com/colorado.

All such addenda issued by the City before the Proposals are due are part of the RFP, and Proposers shall acknowledge receipt of and incorporate each addendum in its Proposal.

1.10.1 Proposers shall consider only those clarifications and interpretations that the City issues by formal addenda.

1.10.2 Interpretations or clarifications in any other form, including oral statements, will not be binding on The City and should not be relied on in preparing proposals.
2 INSTRUCTIONS, CRITERIA AND CONDITIONS

2.1 SUBMISSION OF PROPOSALS:

2.1.1 DEADLINE AND LOCATION:

The Owner will receive RFPs delivered to the City Clerk’s office at the time and location described below.

<table>
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<th>May 15, 2020</th>
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</thead>
<tbody>
<tr>
<td>Time</td>
<td>10:00AM</td>
</tr>
</tbody>
</table>
| Location | City of Northglenn  
            City Clerk’s Office  
            11701 Community Center Drive  
            Northglenn, Colorado 80233 |

Questions pertaining to this RFP must be submitted to the City’s Point-of-Contact person in writing prior to 5:00 PM on May 12, 2020. Email submission of questions is acceptable and preferred.

2.1.2 RFPs must be submitted in accordance with the requirements of Section 3 of this RFP.

2.1.3 Submit three (3) identical hard copies plus one (1) digital PDF copy of the RFP. An original signature by a person with the legal authority to represent the Proposer, must be provided on each hard copy where required on the forms.

2.1.4 Late received RFPs will be returned to the Proposer unopened. It is the responsibility of the Proposer to hand deliver their submittal by the due date and time or allow sufficient time for the submittal to transit through the US Postal Service or other carrier.

2.1.5 The City will not acknowledge or receive Proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

2.1.6 Properly submitted Proposals will not be returned to Proposers.

2.1.7 Proposal materials must be enclosed in a sealed envelope (box or container) addressed to the City Clerks Office; the package must clearly identify the submittal deadline, the RFP number and name, and the name and return address of the Proposer.

2.1.8 Properly submitted Proposals will be opened publicly and the names of the Proposers will be read aloud.

2.2 FORMAT OF PROPOSALS

2.2.1 Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent’s ability to meet the requirements of the RFP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of City’s needs.

2.2.2 Proposals shall be bound as one document and contain a cover letter, table of contents, Proposers’ answers to the questions in Section 3.
• Format the responses by reproducing the “question” or “topic” as a bold heading prior to the written response. This enables the reviewer to easily compare the response to the question or topic. The City reserves the right to reject any proposal not formatted in this manner.

• Include any additional attachments requested at the end of the criteria section from which they are referenced.

2.2.3 Proposals and any other information submitted by Proposers in response to the RFP shall become the property of the City.

2.2.4 The City reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from the RFP when deemed to be in City's best interest.

2.3 EVALUATION OF THE PROPOSALS

The evaluation of the Proposals shall be based on the Proposers’ answers to the questions listed in Section 3. All properly submitted Proposals will be reviewed, evaluated, and ranked by the City’s Selection Committee. If the top ranked Proposer cannot successfully negotiate a Design Build contract, the City may cease that negotiation and proceed to a negotiation with the second ranked proposer and so on.

2.3.1 Evaluation of the Design-Build Contractor will be based on the information requested and provided in the Proposal. The defined categories will be evaluated on a point score. All Proposers understand and accept that the weighted selection criteria are both subjective and objective by nature and that the weight factor of each category is intended to define its relative importance. The final ranking of each firm will be based on a combined evaluation of all applicable criteria. By submitting a Proposal, the proposer acknowledges that the City of Northglenn has sole and absolute discretion in determining the selection criteria and in evaluating the proposer based on the selection criteria in each category.

Final Selection Criteria and Weighting: PLEASE SEE EXHIBIT A.
3 REQUIRED PROPOSAL CONTENT

Proposers shall carefully read the information contained in the following criteria and submit a complete response to all questions in Section 3 (formatted as directed in Section 2). The respondent shall ensure that the wording of all questions is not altered and all that the question numbers remain the same.

3.1 CRITERIA 1: PRE-CONSTRUCTION DESIGN REPORT PHASE

The intent of the “pre-construction” phase for the Design Build contract is to provide for the Lift Station SCADA design at a level of detail sufficient to order products from vendors and start construction.

3.1.1 Explain what experience and value your firm will bring to the City. Include resumes for staff performing work on this project.

3.1.2 Describe what you perceive are the critical Pre-Construction issues for selecting the Lift Station SCADA system components.

3.2 CRITERIA 2: CONSTRUCTION PHASE AND PROJECT EXECUTION

3.2.1 Describe your Construction Management and Execution plan for providing Construction Phase Services required for this Project.

3.2.2 This Project will be physically located at various locations with the Northglenn right-of-way or adjacent to the ROW that will remain in service during construction. Describe your plan to phase construction to minimize impacts to local sewer services and to maintain service as necessary. No water shut offs are anticipated for this project.

3.2.3 Describe your warranty service support philosophy and warranty service implementation plan for this Project over the 2 year warranty period.

3.3 CRITERIA 3: PROJECT COSTS

Having carefully examined all the requirements of this RFP, the proposed form of Agreement, and any attachments to them, the undersigned proposes to furnish Design Build services as required:

3.3.1 COST OF WORK FOR PRE-CONSTRUCTION REPORT PHASE: The Respondent shall identify the Cost of Work as defined in Section 4.4.1 of the Design Build Contract. Cost shall include all pre-construction phase services (meetings, design reviews, site visits, existing conditions verifications, etc.). Include a hourly cost summary by employee type, billing rate, and number of hours.

Cost of Work for Pre-Construction Report Phase $ __________________________

3.3.2 DESIGN BUILDERS FEE: The Respondent shall identify the Design Builders Fee as defined in Section 4.4.2 of the Design Build Contract. The Design Build Fee for this project shall be a percentage of Cost of Work for the Construction Phase only, with the method of adjustment to the Fee as described in section 4.5 of the attached sample contract.

Design Builders Fee (percent) $ __________________________
3.3.3 CONSTRUCTION PHASE: The Respondent shall not be required to complete the cost of the work for the Construction Phase as part of this proposal. The cost of the construction phase will be completed after the City has accepted the Pre-Construction Design Report, and shall be added to this contract by future amendment.

Cost of Work $ TO BE DETERMINED

3.3.4 CONTRACT SUM: The Respondent shall identify the Guaranteed Maximum Price as defined in Section 4.4.3 of the Design Build Contract including the Design Builders Contingency.

Guaranteed Maximum Price $ TO BE DETERMINED
4 ACKNOWLEDGEMENT AND CERTIFICATION

4.1 ADDENDA

By signature hereon, the Proposer acknowledges that the following addenda have been received and incorporated into this proposal. (Note not all addenda numbers below may be applicable).

No. 1 □  No. 2 □  No. 3 □  No. 4 □  No. 5 □  No. 6 □

4.2 AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES

The undersigned agrees to execute the Contract if the Proposer has been identified by the City as the Proposer with the “best value” Proposal, and to commence services on or before the commencement date stated by the City in a Notice to Proceed. The City reserves the right to accept or reject any and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

4.2.1 By signature hereon, Proposer acknowledges and agrees that (1) the RFP is a solicitation to obtain a contract for Design Build services. These fees will (1) be used to create a Design Build contract between the City and Respondent; (2) the City has made no representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (3) Proposer shall bear, as its sole risk and responsibility, any cost which arises from Proposers' preparation of a response to this RFP.

4.2.2 By signature hereon, Proposer offers and agrees to furnish to the City the products and/or services more particularly described in the RFP and associated documents, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

4.2.3 By signature hereon, Proposer affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Qualifications.

4.2.4 By signature hereon, Proposer represents and warrants that:

- Proposer is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
- Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
- Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
- Proposer understands (i) the requirements and specifications set forth in the RFP and (ii) the terms and conditions set forth in the Contract under which Proposer will be required to operate;
- Proposer, if selected by the City, will maintain bonds and insurance as required by the Contract;
- All statements, information and representations prepared and submitted in response to the RFP are current, complete, true and accurate. Proposer acknowledges that the City will rely on such statements, information and representations in selecting the successful Proposer. If selected by the City as the successful Proposer, Proposer will notify the City immediately of any material change in
any matters with regard to which Proposer has made a statement or representation or provided information.

4.2.5 By signature hereon, Proposer certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents to bind the company to any agreements or other contractual arrangements, which may result from the submission of Proposers’.

4.2.6 By signature hereon, Proposer certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Proposer and an employee of the City of Northglenn, or Proposer has not been an employee of the City of Northglenn within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the City entering into any contract with Proposer.

4.2.7 By signature hereon, Proposer affirms that no compensation has been received for participation in the preparation of the specifications for the RFP.

4.2.8 By signature hereon, Proposer signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

4.2.9 By signature hereon, Proposer certifies that no public official of the City of Northglenn has a financial interest, directly or indirectly, in the transaction that is the subject of the contract. The Proposers’ company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Proposer’s Name: __________________________________________

Proposer’s Federal Identification No.: ____________________________

If a Corporation:

Proposer’s State of Incorporation: _______________________________

Proposer’s Charter No: _________________________________________

Identify each person who owns at least 25% of the Respondent’s business entity by name:

________________________________________
(Name)

________________________________________
(Name)

________________________________________
(Name)

________________________________________
(Name)
This proposal is Submitted and Certified By:

<table>
<thead>
<tr>
<th>(Proposer’s Name)</th>
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<td>(Telephone Number)</td>
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<td>(City, State, Zip Code)</td>
<td>(email address)</td>
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<td>(Authorized Signature)</td>
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5 ATTACHMENTS

5.1 PRE-CONSTRUCTION DESIGN REPORT PHASE

Refer to Sections 3.1 for requirements

5.2 CONSTRUCTION PHASE AND PROJECT EXECUTION

Refer to Sections 3.2 for requirements.

5.3 PROJECT COSTS SUPPORTING DOCUMENTS

Refer to Section 3.3 for requirements.

5.4 PROPOSER’S TEAM RESUMES

Provide copies of resumes of all team members listed in the organizational charts.
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 "Consultant").

RECITALS:

A. The City requires professional services.

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

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

I. SCOPE OF SERVICES

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

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

IV. COMPENSATION

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

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.
1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

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

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

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

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

V. COMMENCEMENT AND COMPLETION OF WORK

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

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum 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. 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:
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 and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations 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**

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<tbody>
<tr>
<td>Johanna Small, CMC</td>
<td>Date</td>
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<td>City Clerk</td>
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**APPROVED AS TO FORM:**

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<td>Corey Y. Hoffmann</td>
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<td>City Attorney</td>
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**CONSULTANT:**

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**City’s Project Manager**

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

FROM: ____________________________________________________________

(Prospective Consultant)

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

Project Name ______________________________________________________

Bid Number __________________________ Project No. ______________________

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

Executed this _______ 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:

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

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

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

AND

Documents that Serve to Prove Identification:

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

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

I, __________________________, as a public contractor under contract with the City of Northglenn (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

________________________________________________________________________
Consultant Signature                                      Date

STATE OF COLORADO  )
COUNTY OF _______________  ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of ____________________, 20__, by __________________________ as _________________ of ____________________.

My commission expires:

(S E A L)

Notary Public

_____________________________
# 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.

<table>
<thead>
<tr>
<th>LIST A</th>
<th>Documents that Establish Both Identity and Employment Authorization</th>
<th>LIST B</th>
<th>Documents that Establish Identity</th>
<th>LIST C</th>
<th>Documents that Establish Employment Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. U.S. Passport or U.S. Passport Card</td>
<td></td>
<td>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</td>
<td>1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</td>
<td></td>
<td>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</td>
<td>2. Certification of Birth Abroad issued by the Department of State (Form FS-545)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</td>
<td></td>
<td>3. School ID card with a photograph</td>
<td>3. Certification of Report of Birth issued by the Department of State (Form DS-1350)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Employment Authorization Document that contains a photograph (Form I-766)</td>
<td></td>
<td>4. Voter’s registration card</td>
<td>4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: a. Foreign passport; and 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.</td>
<td></td>
<td>5. U.S. Military card or draft record</td>
<td>5. Native American tribal document</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>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</td>
<td>6. Military dependent’s ID card</td>
<td>6. Native American tribal document</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>7. U.S. Coast Guard Merchant Mariner Card</td>
<td>7. Driver’s license issued by a Canadian government authority</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>8. Native American tribal document</td>
<td>8. Identification Card for Use of Resident Citizen in the United States (Form I-179)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>10. School record or report card</td>
<td>10. Identification Card for Use of Resident Citizen in the United States (Form I-179)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>11. Clinic, doctor, or hospital record</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>12. Day-care or nursery school record</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NOTICE OF AWARD

TO:  
   
   
PROJECT NAME: Design Build Services for Sanitary Sewer Lift Station SCADA Improvements  
PROJECT NUMBER: 2020-014  
PROJECT MANAGER: Mike Roman

The City of Northglenn (CITY) has considered the PROPOSAL submitted by you for the above described work in response to its Request For Proposal dated and Instructions to Bidders.  
You are hereby notified that your PROPOSAL has been accepted for items in the amount of , and two executed Agreements were presented to the Northglenn City .  
You are required by the Instructions to Bidders to furnish the required Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.  
You are required to return an acknowledged copy of this NOTICE OF AWARD to CITY at the attention of the Engineering Department.  
Dated this day of , 20 .

CITY of Northglenn, Colorado  
By  
Name  
Title  

ACCEPTANCE OF NOTICE  
Receipt of the above NOTICE OF AWARD is hereby acknowledged:  
CONSULTANT:

__________________________  
(Name of Firm/Consultant)  
By  
Name  
(Please Type or Print)  
Title  

Consultant:  
Return one signed original to:  
City of Northglenn  
Engineering Division  
11701 Community Center Dr.  
Northglenn, CO 80233
NOTICE TO PROCEED

TO:   DATE:   

   

PROJECT NAME: Design Build Services for Sanitary Sewer Lift Station SCADA Improvements
PROJECT NUMBER: 2020-014   PROJECT MANAGER: 

You are hereby notified to commence WORK in accordance with the Agreement dated 
, 20 , on or before 20 .

CITY of Northglenn, Colorado
By  
Name  
Title  

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE TO PROCEED
is hereby acknowledged this day of 
, 20 .

CONSULTANT:  
(Name of Firm/Consultant)  
Return one signed original Notice To Proceed to:
By  
Name  
Title  
(Please Type or Print)

City of Northglenn
Engineering Division
P.O. Box 330061
Northglenn, CO 80233-8061
EXHIBIT A

PROJECT OVERVIEW, PROPOSAL REQUIREMENTS, AND SCOPE OF SERVICES

I. PROJECT OVERVIEW

The City of Northglenn is soliciting proposals from qualified firms for the Lift Station SCADA Improvements project.

The project delivery shall include, at a minimum, the following services:

A. Pre-construction Design Report

B. Construction Phase- SCADA Installation and Commissioning, including warranty period

The Consultant shall submit a complete proposal for the above-mentioned services as described in more detail below.

II. PROPOSAL REQUIREMENTS

The Consultant shall submit three (3) hardcopies of the proposal along with a flash drive containing the proposal as a PDF file. Each of the required services shall be itemized and specifically addressed in the proposal.

The proposal is not intended to be an expansive or elaborate document, but it should be thoughtfully composed and easy to understand. The proposal shall include a table of contents.

The body of the proposal shall be no longer than fifteen (15) pages, not including the cover letter and appendices such as a current rate sheet, resumes, and other supporting documentation.

The City will award the requested engineering services based on the clarity and responsiveness of the proposal, Consultant’s experience with similar projects, and the Consultant’s approach to due diligence and commitment to managing costs effectively. The final selection will not be based solely on cost. The City may, at its discretion, invite a shortlist of consultants to interview as part of the selection process.

The proposal shall include the following items:

1. Project Team and Executive Summary – Identify all members of the engineering team assigned to this project. Delineate the time commitment and specific role for both the Principal-in-Charge and the Project Manager as they relate to successful completion of this project. Summarize your firm’s area of expertise and experience on similar projects.

2. Project Management – Provide a methodology/work plan to meet the requirements of the scope of services. Include a critical path schedule identifying major phases in the scope of services, suggested workshop dates with City staff/representatives, and deliverables. Explain how your firm will coordinate and communicate with City staff/representatives. Identify your firm’s protocol for managing budget and keeping the City informed of potential scope creep.
3. Project Descriptions and References – *Provide a detailed description of at least two (2) but not more than five (5) similar SCADA installation projects completed within the last seven (7) years, for which your firm performed both design and construction roles.* Provide the original contract price and final contract price, and explain any differences. If the reference project is part of a larger project, clearly identify the monetary value associated only with the SCADA portion of the project. Identify the rated capacity of the lift station or plant at which the improvements were installed. Summarize your firm’s accomplishments on each project, and provide a client reference and contact information. Firms with less than two reference projects need not respond to this RFP.

4. Proposal Fee, Scope of Services, and Rates – The Consultant, at a minimum, shall include a detailed fee estimate in tabular format encompassing all charges (project team members, subconsultants, materials, overhead, and markup) to accomplish the scope of services described herein. At the Consultant’s discretion, value added services may be included in the proposal. If additional services are included in the proposal, the Consultant shall clearly separate those additional services. Include a current 2020 standard hourly rate sheet in an appendix of the proposal.

A copy of the City’s standard professional services agreement is attached for reference. Exceptions to the agreement shall be submitted in writing for review during the question period. The City will address exception requests with shortlisted consultants. The City will not negotiate any further changes to the agreement after the proposal submission due date.
III. SCOPE OF SERVICES

Services to be performed under this task shall include:

A. Pre-Construction Design Report Phase

- The Consultant shall prepare a report summarizing each lift station and the proposed improvements, including all manufacturer’s product literature and proposed methods to integrate the new SCADA assets into the existing lift stations.

- The consultant shall submit plans and proposed sequencing for any traffic control or bypass pumping that will be required. The City will perform any required public notifications.

- The consultant shall assist the City in all required submittals to CDPHE and/or any other regulatory bodies that may be required to obtain approval for the proposed improvements.

- Lift Stations SCADA improvements shall include the following components listed in Table 1:
## Table 1: Summary of Lift Station SCADA Improvements

<table>
<thead>
<tr>
<th>Facility</th>
<th>Location</th>
<th>Improvements Description</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lift Station A</td>
<td>104th Ave. and Irma Drive</td>
<td>Radio, PLC, level controls, motor controls, UPS</td>
<td>This system will operate until approximately mid 2021 or 2022 when the LS-A replacement is completed</td>
</tr>
<tr>
<td>Lift Station B</td>
<td></td>
<td>Radio, PLC, level controls, motor controls, UPS</td>
<td></td>
</tr>
<tr>
<td>Lift Station D</td>
<td></td>
<td>PLC, level controls, motor controls, UPS</td>
<td>No radio at this lift station because it is hard wired to the adjacent WTP</td>
</tr>
<tr>
<td>Lift Station G</td>
<td></td>
<td>Radio, PLC, level controls, motor controls, UPS</td>
<td></td>
</tr>
<tr>
<td>Lift Station F</td>
<td></td>
<td>Radio, PLC, level controls, motor controls, UPS</td>
<td></td>
</tr>
<tr>
<td>Lift Station E</td>
<td></td>
<td>Radio, PLC, level controls, motor controls, UPS</td>
<td></td>
</tr>
<tr>
<td>Fox Run Lift Station</td>
<td></td>
<td>Radio, PLC, level controls, motor controls, UPS</td>
<td></td>
</tr>
<tr>
<td>Northglenn high zone booster pumping area</td>
<td>Install radio repeater</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Northglenn Water Treatment Facility</td>
<td>New radio system, PLC, and work station. This shall also include a cloud based/ cloud hosted SCADA system.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
B. Construction Phase

- The City shall issue separate (verbal) notice to proceed for the construction phase after acceptance of the pre-construction report, including all pricing.

- The Consultant shall schedule the work to install the SCADA improvements at each lift station with Northglenn E&M staff.

- The consultant shall visit each lift station and install the SCADA improvements as described in the pre-construction report.

- The warranty period shall be considered part of the construction phase. This shall include submitting complete record drawings and warranty documents to the City. The warranty period shall be not less than two years and should include a contact person at the consulting firm.
IV. PROJECT ADMINISTRATION

a. Consultant Expectations

- The Consultant shall participate in as-needed conference calls with the City to discuss project status, schedule, and budget. The Consultant shall prepare and submit a brief project status report prior to the conference call.

- The Consultant shall submit monthly billing statements identifying the work being performed under each category in the scope of services.

- The Consultant shall collect and review existing lift station as-built drawings and records, and shall meet with the Northglenn staff to gather information on existing facilities that may not be formally documented. Promptly advise the City in the event that additional information on existing facilities is required.

b. Deliverables


- Construction Phase – all Lift Station SCADA Improvements, complete and in place, including commissioning.

- Warranty period- complete product records and as built diagrams with control narratives, 3 sets of the document plus electronic submittal.
V. EVALUATION OF BIDS
The City, in selecting the successful respondent will consider the following criteria:

- Overall rating of Letter of Introduction/Executive Summary. (Max. 10 points)
- Qualifications of the Project Team. (Max. 20 points)
- Adherence to Statement of Requirements. (Max. 10 points)
- Acceptable work schedule and delivery methodology. (Max. 10 points)
- Overall quality of proposal presented. (Max. 10 points)
- Cost. (Max. 20 points)
- Applicability, relevance, and success of reference projects. (Max. 20 points)

The City reserves the right to award the contract in part or whole, to consider the option of selecting one or no Proposals, and to award the contract to Bidder whose Proposal is, in the City’s discretion, best suited to the City’s needs.
## Reference Project Example Form

Copy this form for each reference project and attach additional material if required.

<table>
<thead>
<tr>
<th>Name of Project:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner:</td>
<td></td>
</tr>
<tr>
<td>Description (include plant or lift station rated capacity):</td>
<td></td>
</tr>
<tr>
<td>Date of Completion:</td>
<td></td>
</tr>
<tr>
<td>Project Duration:</td>
<td></td>
</tr>
<tr>
<td>Owner’s contact person for references:</td>
<td></td>
</tr>
<tr>
<td>Final Construction Amount:</td>
<td></td>
</tr>
<tr>
<td>Final construction amount directly related to SCADA improvements (discuss as necessary):</td>
<td></td>
</tr>
<tr>
<td>Names and titles of your firm’s current employees who worked on this project:</td>
<td></td>
</tr>
<tr>
<td>Total Change Order Amount:</td>
<td></td>
</tr>
<tr>
<td>Description of change order work:</td>
<td></td>
</tr>
</tbody>
</table>
Hereby submits to the City of Northglenn, Colorado, the following proposal items, complete and in place, as specified for the:

**Lift Station SCADA Improvements\(^\text{RFP 2020-XXX}\)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Pre-Construction Design Report</td>
<td>$</td>
</tr>
<tr>
<td>B</td>
<td>Design-Build Fee (percent of Item C)</td>
<td>%</td>
</tr>
<tr>
<td>C</td>
<td>Construction Phase: Lift Station SCADA Improvements</td>
<td>$\text{TO BE DETERMINED}</td>
</tr>
</tbody>
</table>

**TOTAL OF ALL ITEMS** $\text{TO BE DETERMINED}

Respondents shall include an hourly cost summary by employee type for Item A above. All costs shall include all direct and indirect expenses to complete all phases of work listed above.

Total \(\text{\$ TO BE DETERMINED}\)

Total in Words \(\text{\$ TO BE DETERMINED}\)