

REQUEST FOR PROPOSALS

**PROJECT NAME: PILOT AQUIFER STORAGE AND RECOVERY SITE
CONSULTANT AND DESIGN SERVICES
RFP NUMBER: 2021-025**

**Proposals Due
Date: Wednesday, December 29, 2021
Time: 10:00 AM**



**CITY OF NORTHGLENN PUBLIC WORKS DEPARTMENT
11701 Community Center Drive
Northglenn, CO 80233**

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PILOT AQUIFER STORAGE AND RECOVERY SITE PROJECT SCOPE OF WORK

A. General Information

The City of Northglenn ('City' or 'Northglenn') is a Colorado municipality, located in the heart of the Denver Metro Region, encompassing approximately 7.45 square miles in Adams and Weld Counties. The City provides water service to its approximately 38,900 residents. The City must ensure that a reliable and sustainable water supply is available for its residents now and into the future.

B. Project Description

The City is planning the construction and testing of a pilot aquifer storage and recovery (ASR) site at the City's Water Treatment Facility (WTF). Two previously completed rounds of feasibility analysis have determined that ASR is feasible and cost effective for the City and may provide necessary additional water supply storage identified by Northglenn's 2020 Integrated Water Resources Plan. The City plans to construct and test two new wells in the Laramie Fox Hills and Lower Arapahoe Aquifers.

A Consultant Team is being sought to provide the City groundwater consulting services and to be the City's engineer during the procurement of a construction manager, drilling, construction, and testing of the wells. The construction manager will be contracted separately with the City and will be selected based on qualifications and bids received during procurement.

During the final phase of feasibility analysis completed in 2021 a consultant team completed sixty percent (60%) design of a pilot ASR site, drafted permit applications for the Colorado Division of Water Resources and U.S. Environmental Protection Agency, and developed a water quality integration plan which identified no substantial impacts to Northglenn's WTF from the potential integration of ASR into the City's water supply and storage system. A conceptual design of the pilot site is included in this packet. Full site plans, draft permit applications, the water quality integration plan, and all other relevant documents will be made available to the consultant selected for this project but will not be available during the procurement process.

C. Project Background

The City of Northglenn supplies its residents with water sourced from the Berthoud Pass Ditch (transbasin), Clear Creek, and ownership of FRICO-Standley Division shares which it stores in Standley Lake. The City is interested in identifying an alternate storage location for water delivered from Berthoud Pass Ditch which is completely reusable.

D. Consultant Qualifications

The City seeks a qualified consultant that can demonstrate expert experience in civil engineering, water resources, and hydrogeology. Experience with local hydrogeology, Northglenn's water supply system, and regional aquifer storage and recovery projects is highly desirable.

E. Scope of Services

The following scope of services (tasks 1 – 7 below) are currently envisioned for the Pilot ASR Site Project. Tasks are not necessarily presented in order of completion. Consultants are encouraged to recommend modifications to this scope of services in their proposal if, based on experience and expertise, they believe those modifications more appropriately address the purpose of this project. The proposal should specify the reasons for such change.

The Consultant Team's role will be to provide groundwater services and to be the City's engineer during the construction manager procurement, drilling, construction, and testing of the wells. The construction manager will be contracted separately with the City and will be selected based on qualifications and bids received during procurement.

It is expected that this phase of the project may place during multiple years. Proposals should address all of the work necessary to complete this phase of the project which should include, at a minimum, the following tasks:

Task 1 - Construction Manager Procurement Support

The City will publish the construction contractor Request for Bids, and the Consultant Team will provide support during the pre-bid meeting, question period, bid opening, bid review, and contractor selection recommendation. The City will contract directly with the Construction Manager and the Consultant Team will support the City during contract negotiations.

Task 2 - Final Design

The previous phase of the project advanced the design to 60%. The Consultant Team will review previous phases of work and collaborate with the City to identify any additional design considerations. They will finalize the design as a construction contractor bid package.

Task 3 - Permitting

The Consultant Team will complete all permitting necessary for the construction and operation of the ASR system. The previous phase of work included the preparation of draft applications for an EPA Underground Injection Control (UIC) rule authorization and a Colorado Division of Water Resources (DWR) ASR permit. The Consultant Team will finalize these applications and prepare any other permits required for the project. All permit applications will be signed and submitted by the City.

Task 4 - Construction Administration

The Consultant Team will provide Construction Administration services during construction of the ASR System. The Consultant Team will not be responsible for 24/7 construction observation but will be expected to be onsite for observation of key construction and testing activities. The Consultant Team will act as the City Owner's Representative and will coordinate ASR system construction and testing. If desired by the City, the Consultant Team can also provide contract administration services, such as recommendations for payment and handling of construction contract change documents.

Task 5 - Pilot Test Operations

After the ASR System is constructed, the Consultant Team will be responsible for pilot test operations as specified by EPA UIC cycle testing, and as necessary to evaluate the City Water Treatment Facility considerations for adding ASR as a source of supply. The system will be automated to the extent possible for future integration into the City’s existing SCADA system and will coordinate this integration with the City’s SCADA consultants. The Consultant Team will coordinate with City staff during the pilot operations.

Task 6 - ASR Pilot Report

After the construction and pilot testing is complete, the Consultant will prepare a report documenting the ASR system construction and testing. The report will include as-built construction documentation, system operation instructions, and a recommendation as to whether the City should proceed with full-scale ASR operations. Related deliverables will include communication documents and presentations intended for City Council, the City Manager, and other City leadership.

Task 7 - General Groundwater Consulting Services

The Consultant Team will be responsible for supporting the City with groundwater-related water resources planning and management. Services may include water rights support, operations modeling, coordination of water supplies/storage, providing groundwater inputs for ongoing planning, and other general water resources tasks.

F. Project Schedule

Project milestones are tentatively scheduled as follows.

Milestone	Target Date
Request for Proposals (RFP) Issued	December 3, 2021
Mandatory Pre-Bid Meeting	December 16, 2021 at 9:00 a.m.
Last Day for Questions Pertaining to the RFP	December 17, 2021
Addendum Issued with Responses to Questions (if needed)	December 22, 2021
Proposal Submission Deadline	December 29, 2021 at 10:00 a.m.
Interviews Conducted (if needed)	January 5 & 6, 2022
Notice of Award	1Q 2022
Design Finalizations	1Q 2022
Project Construction	2Q – 4Q 2022
Pilot Operations	2023

G. Clarifications and Interpretations

All RFP documentation and any addendums to this RFP will be posted by the City as an addendum on the City Northglenn’s website, located at www.northglenn.org/bidding. It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the City shall be acknowledged by each respondent in its proposal.

Only those clarifications and interpretations that the City issues by addenda prior to the submittal deadline shall be considered by respondents. 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 a proposal.

Questions about the Project or this request for proposal shall be submitted in writing via letter or e-mail to the City's Point-of-Contact Person.

H. Response/Submittal Format

The consultant shall submit one (1) hard copy of the **Request for Proposals (RFP)** submittal and an electronic copy (pdf) on flash drive or CD-ROM. The RFP submittal is not intended to be an expansive or elaborate document, but it should be thoughtfully composed and easy to understand. The body of the response shall be no longer than fifteen (15) pages, not including cover letter, and resumes – included in an appendix. The consultant's general Statement of Qualifications shall also be included as an appendix. The review of the RFP shall be in accordance with Northglenn Municipal Code – Chapter 6/Article 5/Section 8.

The consultant shall address each of the following components:

EXECUTIVE SUMMARY – Identify the name of your firm, and the location of the main office and all branches or satellite offices. Tell us how many years your firm has been in business under the present name and under current ownership. Introduce the members of your project team, including the sub-consultants and/or contractors (if applicable). Provide an overview of your firm's experience that specifically relates to the work being requested.

PROJECT TEAM – Provide an organizational chart of your project team. Delineate the time commitment and specific role for both the Principle-in-Charge and the Staff Liaison (Project Manager).

CLIENT REFERENCES – Provide at least two (2) references for municipalities or utilities who your firm provided project services related to aquifer storage and recovery (preferably in Colorado) within the last five (5) years. Include scope of services performed. Provide a professional reference and contact information for each client selected.

RATE SCHEDULE AND PROJECT COST – Include a fee schedule that will be applicable to all charges (time, material, overhead, and mark-up). Provide an overall project cost including itemized costs for each task in your firm's proposal.

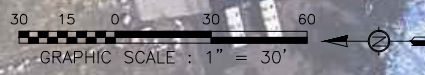
I. Selection Process

Review of Submittals:

Review of submittal will be conducted in accordance with Northglenn Municipal Code Section 6-5-8. Procurement for specialized goods and services as determined by the City Manager in writing shall be eligible for award by a competitive selection process following a request for proposals under the aforementioned Section.

Qualifying Finalists:

RFP submittals will be evaluated qualitatively on responsiveness, professional experience, the reference project(s) and the information gained through project references.



NO.	DATE	REVISION	BY

CITY OF NORTHGLENN
 ASR PILOT WELL IMPROVEMENTS
 GENERAL
 ASR PILOT WELL CONCEPTUAL SITE PLAN

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 XXXXX X. XXXXX
 P.E. NO. XXXXX
 DATE: _____

DESIGNED A. GUDAL
 DRAWN R. PEMBERTON
 CHECKED N. MARTINSON
 REVIEWED _____

Seq. _____ of _____
 Dwg. No. **C-101**

GENERAL NOTES:
 1. THE EXISTING LF-5 WELLHEAD WILL REMAIN IN PLACE AS A MONITORING WELL. TWO NEW WELL BORINGS WILL BE COMPLETED WITHIN 200 FEET OF THE EXISTING WELL AS REPLACEMENT.

V:\Projects\4072\017-01\8 Drawings_Figures\8-1 AOAD\8-1-5 Sheet_Files\8-1-5-3 DWG\C-101.dwg SAVED: 10/14/2021 12:12 PM USER: Gudal, Andrew



PROPOSAL NO _____

ISSUE DATE _____

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

PROPOSAL TITLE: _____

SUBMISSION DEADLINE: _____ on _____

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

CONTACT: _____

EMAIL: _____

PHONE: _____

Bidding instructions and drawings are available at the Rocky Mountain E-Purchasing website or at:
https://www.northglenn.org/government/bids_with_the_city.php

**MANDATORY
PREBID CONFERENCE:** _____

DATE & TIME: _____ at _____

LOCATION: _____

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:** _____

2. **PROPOSAL TITLE:** _____

3. **PURPOSE OF SOLICITATION:**

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.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

_____ - _____

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,

(Seal, if Proposal is by a
Corporation)

Signature

Address

Title

Date

License Number
(If Applicable Signature)

Phone Number

Attest

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 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. WORKER WITHOUT AUTHORIZATION

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 a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 worker without authorization 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 a worker without authorization 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 City 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 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: _____

SAMPLE

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

Indicate on the bottom of each page

EXHIBIT A – Page 1 of ? EXHIBIT B

– Page 1 of ?

Then discard this page

SAMPLE



City of Northglenn
11701 Community Center Dr.
Northglenn, CO 80233

NOTICE OF AWARD

TO: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

PROJECT MANAGER: _____

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



City of Northglenn
11701 Community Center Dr.
Northglenn, CO 80233

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

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)

By _____
Name _____
(Please Type or Print)
Title _____

Return one signed original
Notice To Proceed to:

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