



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](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**

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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**

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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



**Planning & Development**  
11701 Community Center Drive  
Northglenn, CO 80233  
P: 303-450-8739  
F: 303-450-8708  
[northglenn.org](http://northglenn.org)

## **REQUEST FOR PROPOSALS**

### **NORTHGLENN CIVIC CENTER REDEVELOPMENT EPA BROWNFIELDS GRANT APPLICATION RFP 2023-010**

#### **I. EXECUTIVE SUMMARY**

The City of Northglenn is seeking proposals to assist the city in writing a complete grant application for the upcoming 2023 EPA Brownfields Cleanup Grant cycle. The selected firm will need to perform all background information necessary for a complete grant application in coordination with city staff. This will include the required ABCA and any other information necessary to secure a complete grant application.

This specific grant for funding request would be associated with the cleanup of portions of the Northglenn Civic Center (NGCC) site determined to have high levels of lead and arsenic as determined through various environmental reports done on the site. The portion of the site that will require environmental remediate is where the former recreation center and parking lot are located. Attachment A is an aerial vicinity map showing the general location and area for the scope of work.

As part of an effort separate from this RFP, the city will be submitting an application for a Voluntary Clean-Up (VCP) through the Colorado Department of Public Health and Environment in 2023. Based on city discussions with CDPHE, we anticipate needing to solicit grant applications in two separate EPA Brownfields Grant cycles, in 2023 and then another one in 2024.

The City Council adopted the Northglenn Civic Center Master Plan on April 10, 2017. The plan articulates the community's desire and vision for the redevelopment of the NGCC site, located on a 20.7acre site that houses the city's Recreation Center, Senior Center and Theatre as well as City Hall. The proposed redevelopment includes new civic facilities, a safe and inviting street network, signature public spaces, updated utilities and private development opportunities. The clean up outlined in the VCP is necessary for execution of the plan, and the EPA Brownfields Grant is the first step in the process.

#### **II. FUNDING**

The funding associated with the VCP and remediation of the site is part of budgeted funds by the City for the implementation of Phase 3 of the NGCC redevelopment. Phase 3 includes

the environment remediation of the site as identified in the VCP application made to CDPHE on the north portion of the site, where the city's former recreation center currently sits. The scope of this RFP as well as any matching funds required as part of the Brownfields Grant Application will be part of the overall project funding. Based on the amount of remediation necessary for the site, we anticipate breaking the remediation into two separate phases, which would require two separate grant cycles, one in 2023 and the other in 2024. This RFP is specifically for the 2023 EPA Brownfields Grant cycle, however we would like to have an option to the scope of work for the 2024 grant cycle as well.

### **III. NGCC BACKGROUND INFORMATION**

Prior to the development of the Webster Lake Promenade (the retail development south of 120<sup>th</sup> Avenue between I-25 and Grant Street), the City had been actively pursuing the redevelopment/revitalization of approximately 40 acres of land located at the southeast section of the 120<sup>th</sup> Avenue and the I-25 interchange. The city sold off a portion of the land, which led to the development of the Webster Lake Promenade, a restaurant and commercial development between I-25 and Grant Street off 120<sup>th</sup> Avenue.

Following development of the Webster Lake Promenade, the City then evaluated several development proposals from the master developer and conducted a market study to determine the most appropriate development approach for the remaining land to be redeveloped. The City did not pursue any of the recommendations of the developer at that time and decided to focus its efforts on the 20.7 acres that currently house the City Hall and the Recreation Center, Senior Center, and Theatre facility.

In 2016, the City hired a consultant team to commence a thorough public process to develop a community vision for the Civic Center Campus. The process included vigorous public outreach in order to ensure the public had input into the future redevelopment of the Civic Center Campus. The process resulted in the "Northglenn Civic Center Master Plan" that was adopted by City Council in 2017.

Following that effort in 2017, the City began the process of implementation of Phase I of the NGCC site. This included retaining a consultant team to provide an in-depth analysis of current and future recreation amenities and programs in anticipation of a new multi-use facility that includes a recreation center, senior center and theater as well as an in-depth public engagement process to achieve community buy-in on the project.

The implementation of Phase 1 of the NGCC Master Plan was initiated in April 2018 with the design and construction of the new Northglenn Recreation Center, Senior Center and Theatre, as well as the Memorial Parkway and associated infrastructure. This project was completed on October 9, 2021, with its official grand opening to the public. The team for that project was Barker Rinker Seacat Architects for design and engineering, FCI Constructors as general contractor, and Cumming Management Group as owner representative and project manager, along with city staff.

We are currently in the second phase of implementation of the NGCC Master Plan. Phase 2 of the NGCC Master Plan project was formally initiated in January 2021 by commencing the design of the new City Hall facility. Cumming Management Group was selected to continue with project management on the second phase of the project. The city also brought on Anderson Mason Dale Architects for design and engineering services in late 2021. Engineering services will be coordinated with Martin and Martin. Construction of the new City Hall is scheduled to begin in May/June 2023.

The environmental remediation of the site is part of the third phase of redevelopment of the NGCC site, which timing-wise has some overlap with Phase 2. Additionally, demolition of the former recreation center will be part of this phase as well, but under separate procurement. The city anticipates demolition of the building to happen in the fall of 2023. This phase of the project will be administered directly by staff and the Cumming Management Group.

#### **IV. PROJECT MISSION AND VISION**

The overall plan for the campus is to provide guidance for a mixed-use development on the NGCC site, which included civic uses, as well as residential, commercial, and open space. The fundamental basis of the plan was to redevelop this site as the heart of the City of Northglenn and provide uses that will draw people to the site and activate the area.

The Master Plan has been used by the city as a document to guide the redevelopment of the site. The Northglenn City Council re-evaluated the concept plan associated with the redevelopment of the site in early 2022 and modified the plan based on the vision of the City Council. Attachment B includes the revised Conceptual Plan approved by the City Council. Although the plan has been modified from its original form in 2017, the concepts identified in the plan are still at the core of the redevelopment of the NGCC site.

#### **V. SELECTION PROCESS/SCHEDULE**

All firms participating in this Project should have experience in the EPA grant process as well as knowledge of brownfields site remediation. Costs associated with establishing a local presence or in the development of an association are considered the cost of doing business and not otherwise reimbursable. A local presence is necessary to facilitate day-to-day communications and coordination and to ensure timely response to investigate and analyze the Project as well as provide and coordinate the appropriate services once selected.

Included within this RFP is a list of anticipated milestones for the selection process. The provided milestones were developed by the City for informational purposes only to communicate the various aspects of the selection process and may be amended from time to time subject to the posting of an addendum to this RFP.

BROWNFIELDS GRANT WRITING AND SITE REMEDIATION RFP  
NORTHGLENN CIVIC CENTER REDEVELOPMENT

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**RFP/SELECTION PROCESS**

Issue RFP	April 12, 2023
Site Walk (VOLUNTARY)	April 19, 2023 at 10:00 AM MDT <i>11801 Community Center Drive Northglenn, CO 80233 Former Rec Center Parking Lot</i>
Questions from Firms Due	April 21, 2023 – 12:00 PM MDT
Response to Questions Provided	April 26, 2023 – COB
RFP Responses Due	May 9, 2023 – 10:00 AM MDT
Notify Top Ranked Firm	May 12, 2023
Contract Reconciliation	Following Notification
Contract Award either by City Council/Admin	May of 2023
Notice to Proceed/Begin Services	By June 2, 2023 (after Award)

**ANTICIPATED PROJECT SCHEDULE**

EPA Grant Outreach Schedules as Provided by EPA, when released. The city is soliciting this RFP well in advance of the 2023 EPA Brownfields Grant cycle to ensure there is sufficient time to pull together all of the necessary information required by the grant.

**Questions:**

Please submit all questions in writing, via email, utilizing Attachment D – Question and Response form to Eric Ensey, Senior Planner, at [eensey@northglenn.org](mailto:eensey@northglenn.org), no later than 12:00 PM MDT on April 21, 2023.

**VI. EVALUATION OF PROPOSALS**

Evaluation of proposals will be based on the quantitative and qualitative responses to the Proposal Requirements provided herein.

1. TEAM
2. EXPERIENCE
3. APPROACH
4. FEE
5. CONTRACT
6. SCHEDULE/PHASING
7. INSURANCE/BONDING

Review of proposals will be conducted in accordance with Northglenn Municipal Code Section 6-5-9. Procurement for specialized goods and services as determined by the City Manager in writing shall be eligible for award by a competitive selection process.

All proposals shall become the property of the City and will not be returned. Late proposals will not be evaluated, nor shall the City review submittals transmitted via facsimile. Any restriction as to the use of proposal materials must be clearly indicated as proprietary or confidential. The requested limitation or prohibition of use or release shall be identified in

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writing on a cover sheet. Blanket claims of proprietary or confidential proposals will not be honored.

The City reserves the right to reject any or all proposals on the basis of being nonresponsive to this RFP, or for failure to disclose requested information. The City shall not be liable for any costs incurred by respondents in the preparation and submission of proposals, interviews, nor for costs related to any element of the selection and contract negotiation process. The City reserves the right, without invalidating proposal content, to request clarification(s) of respondent information. Proposals shall remain valid for two (2) months from the date of submission or until a contract is executed with the City, whichever is sooner.

## **VII. SELECTION**

### **Selection:**

The selection of the Grant Writing team will be based on best value to the City, and will include overall firm experience, including recent, relevant experience with this process, proposed staff, qualifications, approach and fees. The City will rank the firms and then attempt to negotiate a contract with the highest ranked firm. In the event that the City is unable to finalize contract negotiations with the highest ranked firm, the City may dismiss the top ranked firm and begin negotiations with the next highest ranked design team. Work will not begin until a Contract has been executed. The City reserves the exclusive right to select the firm it deems to be the best interest and best value of the City to accomplish the completion of the Project.

## **VIII. PROPOSAL REQUIREMENTS**

Provide five (5) hard copies of the proposal response with one (1) electronic copy of the response on a Flash Drive.

Please review the following information and prepare a comprehensive proposal response that includes all items within this section. Follow this outline for the response to allow for easy tracking and evaluation of the response. In order to be considered, the proposal must include the following:

- 1) Cover Letter (Maximum 1 double-sided page)**
  - i. Clearly indicate the *single contact* (principal-in-charge), mailing address, and telephone number(s) of your firm. A cover letter signed by an Officer of the firm must include a commitment by the proposing design team to remain committed to pursuit of the Project and that the staff proposed will remain the staff assigned to the Project.
  
- 2) Project Team (Maximum 5 double-sided pages; be concise with relevant experience only, include additional information in an appendix)**
  - a. Confirm that proposed team members will remain unchanged throughout the project.

BROWNFIELDS GRANT WRITING AND SITE REMEDIATION RFP  
NORTHGLENN CIVIC CENTER REDEVELOPMENT

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- b. Information should be included on each member of the team's role in the project, as well as who the primary contact will be.
- c. Clearly state how the City will be assured that the current proposed team structure will assure the highest level of service, quality, efficiency and expertise through the proposed structure. Be very specific.
- d. List all subconsultants including qualifications and relevant experience along with a resume.
- e. State current and projected workload of the team's proposed staff for the duration of this project.

**3) *Prior Experience (Maximum 5 pages, 1 double-sided page per project)***

- a. Provide examples of demonstrated success and experience of the design team and proposed key staff related to relevant projects of similar scope and complexity. At least two relevant projects in the last seven years. Projects shall either be in process or completed (Feasibility studies will not be considered a relevant example). Example projects shall include the following:
  - 1. Three (3) each Public Facing/Municipal Facilities/Client;
  - 2. Project of your choosing that supports your team being the right fit for the project; and
  - 3. Project of your choosing that supports your team being the right fit for the project.
- b. Provide the following information for each project listed:
  - 1. Owner/client references;
  - 2. Schedule of project;
  - 3. Scope of Work;
  - 4. Project Cost - planned and actual;
  - 5. Project challenges.
  - 6. Proposed staff for this RFP that performed work on referenced projects.

**4) *Project Approach (Maximum 4 double sided pages)***

- a. Provide an overview of what your team views as the important factors related to the Project and address any issues that will require specific attention to ensure the Project's success.
- b. Outline your firm's approach to keeping the project cost within the original Approved Budget and/or grant award value.
- c. Provide an overview of your teams approach and services/tasks throughout the project. This should include consideration to both the 2023 EPA Brownfields Grant as well as the optional 2024 EPA Brownfields Grant.

**5) *Fee Proposal***

- a. Provide a fee proposal that outlines the Scope of Services to be provided and the breakout for each specific phase/deliverable. Also include premiums for expedited testing and reports (if/where applicable) along with the anticipated improvement to the schedule.



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- b. Billable Rates: Include hourly billable rates, valid for the entire duration of this Project, for staff by name and title of key individuals and title for support staff. Provide name and title the key individuals of each of the subconsultants (if applicable).
- c. Reimbursable Expenses: Include a not-to-exceed estimate for reimbursable expenses with a clear definition of what is included within these expenses. *(No mark-ups on reimbursable expenses will be allowed).*

**6) Contract Agreement (Unlimited number of pages)**

- a. Attachment E is the standard PSA contract for this contract.
- b. Please review the agreement and identify any modifications to the terms and conditions of the agreement that you would like the City to review and consider. Any and all proposed modifications will need be included as part of your proposal. Modifications after proposals have been accepted will not be accepted.
- c. The City may or may not agree to any of the proposed modifications.

**7) Schedule and Phasing (Maximum 1 double-sided pages)**

- a. Provide a summary of the overall project schedule and the anticipated milestones and durations and how this works with the anticipated timing and duration of your scope of services. Because we are planning a two year approach to this project, including the 2023 grant cycle as a base and the 2024 grant cycle as an option, a break-down of both years should be included.

**8) Insurance and Bonding (Unlimited number of pages)**

- a. Please include a letter from your bonding company that identifies the overall bonding capacity of your company as well as the available bonding capacity during the time period outlined for this project
- b. Please include a sample insurance certificate from your provider that identifies both the policies included and the coverage amounts for each policy.

**9) Appendices**

- a. Appendix 1
  - 1. Staff Resumes

**IX. RFP ATTACHMENTS**

Attachment A – Northglenn Civic Center Campus Overview

Attachment B – Revised Northglenn Civic Center Concept Plan

Attachment C – Preliminary VCP Findings [[https://northglenn-my.sharepoint.com/:b:/g/personal/eensey\\_northglenn\\_org/EY\\_RCfqt-1lm7TjF0Hds5IBPDTCaHt2WFlktVvY71dg?e=QoF7d1](https://northglenn-my.sharepoint.com/:b:/g/personal/eensey_northglenn_org/EY_RCfqt-1lm7TjF0Hds5IBPDTCaHt2WFlktVvY71dg?e=QoF7d1)]

Attachment D – Question and Answer Form

Attachment E – City’s PSA Standard Contract

\*\*\*\*\* End of RFP \*\*\*\*\*

120TH AVE

GRANT ST

**Metro North Building**

**Webster Lake Promenade**

**SCL Hospital**



**Ramada Plaza Northglenn / Denver North**

**Northglenn Old Recreation Center**

**Webster Lake**

**Northglenn Recreation Center & DL Parsons Theater**

MEMORIAL PKWY

**Northglenn City Hall**

**E.B. Rains Jr. Memorial Park**

**Overall Northglenn Civic Center Site**

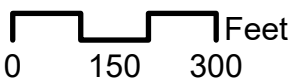
COMMUNITY CENTER DR

**First Parkview Townhomes**

**Stone Mountain Apartment Homes**

Maxar

Site Plan and Surrounding Context









THEATRE & SENIOR CENTER

25

RECREATION CENTER

FESTIVAL LAWN

DETENTION POND

VETERAN'S MEMORIAL PLAZA

EB RAINS JR. MEMORIAL PARK





Preliminary VCP Findings

[https://northglenn-my.sharepoint.com/:b:/g/personal/eensey\\_northglenn\\_org/EY\\_RCfqt-1lm7TjF0Hds5IBPDTCaHt2WFIktVvY71dg?e=QoF7d1](https://northglenn-my.sharepoint.com/:b:/g/personal/eensey_northglenn_org/EY_RCfqt-1lm7TjF0Hds5IBPDTCaHt2WFIktVvY71dg?e=QoF7d1)

**ATTACHMENT D**  
**NORTHGLENN CITY HALL**  
**RFP QUESTION AND RESPONSE FORM**

UPDATED DATE:

ITEM NO.	OWNER ACTION BY	FIRM REQUESTING INFORMATION	DATE OF QUESTION / RESPONSE	QUESTION / RESPONSE	STATUS OPEN / CLOSED
Q-001					
R-001					
Q-002					
R-002					
Q-003					
R-003					
Q-004					
R-004					
Q-005					
R-005					
Q-006					
R-006					
Q-007					
R-007					
Q-008					
R-008					
Q-009					
R-009					
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**NOTES:**

1	CM/GC Firms shall submit questions electronically using this log. <b>All questions are due per the terms of the RFP.</b>
2	CM/GC firms shall provide information in the white cells only (columns 3,4 & 5). <b>Note: The blue cells will be used by the Owner for tracking responses to your questions.</b>
3	Owner will compile each CM/GC firms list into a single report, assign associated question number and provide responses.
4	Responses will be provided back from the Owner, compiled into one report and distributed back to all the CM/GC firms.

5	CM/GC firms to research questions thoroughly before submitting requests.
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**AGREEMENT FOR PROFESSIONAL SERVICES**

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

**RECITALS:**

A. The City requires professional services.

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

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

**I. SCOPE OF SERVICES**

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

**II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

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

**III. OWNERSHIP OF WORK PRODUCT**

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

**IV. COMPENSATION**

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

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

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice



on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

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

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

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

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

## **V. COMMENCEMENT AND COMPLETION OF WORK**

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

## **VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum 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. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

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

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

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

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

## **VIII. INDEMNIFICATION**

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

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

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

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

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the 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).

## **IX. INSURANCE**

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by Contractor pursuant to Section IX. above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX above, by reason of its failure to obtain or maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

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

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

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

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

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

be solely responsible for any deductible losses under any policy required above.

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

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

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

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

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

**X. 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.

**XI. TERMINATION**

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

**XII. CONFLICT OF INTEREST**

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

**XIII. 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.

**XIV. INDEPENDENT CONTRACTOR**

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

**XV. 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.

**XVI. ENTIRE AGREEMENT**

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

**XVII. 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.

**XVII. NOTICE**

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

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

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



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