

Print name

PROPOSAL NO	
ISSUE DATE	

REQUEST FOR PROPOSAL (RFP) COVER SHEET

PROPOSAL TITLE:		_
SUBMISSION DEADLINE:	on	<u>-</u>
SUBMIT PROPOSAL TO:	City Clerk's Office 11701 Community Center Dr Northglenn CO 80233 or rfp@northglenn.org	
CONTACT:		_
EMAIL:		_
PHONE:		-
	drawings are available at the Rocky Nwww.northglenn.org/government/bids	
MANDATORY PREBID CONFERENCE:		
DATE & TIME:		at
LOCATION:		
terms and conditions, require they are familiar with all pravailable in conjunction with have been expressly listed accordance with any terms	ements, and instructions of this bid as covisions of the contract documents a this solicitation and fully understand in their offer, (4) that the offer is	ed agent of the vendor, (2) they have read a stated or implied, (3) the vendor warrants that and technical specifications which were mades and accepts them unless specific variation being submitted on behalf of the vendor is ument, and (5) that the vendor listed on the submitted upon award.
	PRINT OR TYPE YOUR INFOR	RMATION
Company	Fax Num	nber
Address	City, Sta	te Zip
Contact Person	Title	
Email		
Signature		

INSTRUCTIONS TO BIDDERS

l.	PROPOSAL NO:						
2.	PROPOSAL TITLE:						
3.	PURPOSE OF SOLICITATION:						
l.	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, they 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. The City will consider specific recommended changes that clarify the intent of the agreement. The City will not consider contract changes that have not been specifically identified in your proposal response. A general statement suggesting that, if selected you reserve the right to discuss contract issues at a later date will not be accepted and will be grounds for disqualification. 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 their 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 their proposal, using their legal signature and giving their 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 their signature the word, "President", "Secretary", "Agent" or other designation without disclosing their 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 their subcontractors 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 a n d 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 their 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.

	E
	Email:
	Email:
	Email:
e provide a complete and accurate lis	st of at least three references and contact phone numbers:
	Phone:
Email:	
	Phone:
Email:	
	Phone:
Email:	
	Respectfully submitted,
(Seal, if Proposal is by a	Signature
Corporation)	Address
	Title
t	Date
	License Number (If Applicable Signature)

Sub-contractors (if any): Work they will perform:

Phone Number

Northglenn

Planning & Development

11701 Community Center Drive Northglenn, CO 80233 P: 303-450-8739 F: 303-450-8708

northglenn.org

NORTHGLENN CITY HALL **FURNITURE PROPOSAL PACKAGE**

OWNER:

City of Northglenn City Clerk's Office 11701 Community Center Drive Northglenn, CO 80233

ARCHITECTURE & INTERIOR DESIGN FIRM:

Anderson Mason Dale Architects, P.C. 3198 Speer Boulevard Denver, Colorado 80211 (303) 294-9448

DELIVERY ADDRESS: City of Northglenn

PROJECT SCHEDULE

05/01/2023 Proposal Release **Proposal Questions Due** 05/8/2023 05/12/2023 Addendum Issued by

> **Proposals Due** 05/30/2023 - 2:00 pm MDT

Notify Selected Firm 06/01/2023

Anticipated Award June 2023 City Council Approval Date TBD

Contact: Eric Ensey

eensey@northglenn.org

Contact: Stephan Hall shall@amdarchitects.com

July 2024 (Final date: TBD) **Installation Begins Installation Complete** July 2024 (Final date: TBD)

PROPOSALS

- All proposals must be submitted electronically. The Proposer must visit bids@northglenn.org or www.govbids.com and register. Once registered for this complimentary service, the Proposer may download Proposal Documents electronically by selecting the appropriate Proposal Identification. Proposer should utilize RFP attachments for "good, better, best" and basis of design.
- 2. Proposals are due by 2:00 PM on May 30, 2023 emailed to bids@northglenn.org ONLY. It is the Proposer's responsibility to have the Proposal Documents correctly electronically submitted by the submittal deadline. No extensions will be granted, and no late submissions will be accepted. A signed and dated

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proposal along with an Excel copy of the NGCH Furniture Pricing Spreadsheet must be submitted.

- 3. Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded within bids@northglenn.org the bids shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late proposals will not be considered under any circumstances.
- 4. Any submitted proposal may be withdrawn, or a revised proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended, or withdrawn by the proposer after the submittal deadline, unless such alteration, amendment, or withdrawal notice is approved in writing by the Purchasing Manager.
- 5. All prices must reflect the <u>DELIVERED AND INSTALLED</u> cost to The City of Northglenn. Provide unit prices and total price for each "Furniture ID". Provide unit prices complete with freight, delivery, and installation.
- 6. No tax is required; the City of Northglenn is tax exempt. A copy of the tax-exempt certificate will be provided upon placement of order.
- 7. ALL TERMS AND CONDITIONS INCLUDING ANY DEPOSIT REQUIREMENTS MUST BE CLEARLY INDICATED IN PROPOSAL SUBMITTAL. Provide a draft sales agreement including all terms and conditions with your proposal as well as a payment schedule and planned invoice dates. Clearly note any terms or conditions that differ from proposal requirements.
- 8. All proposals submitted shall be binding upon the respondent if accepted by the City of Northglenn within sixty (60) calendar days of the submission date. Negligence upon the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposal.

9. RFP Coordination:

- Refer to "Furniture ID" code in all guestions related to this specification.
- Send all written questions regarding this RFP via email to: Eric Ensey, <u>eensey@northglenn.org</u> and Stephan Hall, <u>shall@amdarchitects.com</u>
- Responses to inquiries which directly affect an interpretation or effect a change to this
 RFP will be issued in writing by addendum posted to City website, bids@northglenn.org
 or www.govbids.com. All such addenda issued by the City prior to the submittal deadline
 shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry
 unless such reply is made by formal written addendum.

- Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal document.
- 10. In the event a model number does not reflect all features and options in the description, the description shall take precedence and a clarification request as described above is welcome for confirmation.
- 11. Include pricing for "quick ship" items where possible and expedited freight as necessary to meet the installation schedule outlined below at no additional cost to the owner.
- 12. Proposers to inform the City of Northglenn of product lead times and any product lead times that extend beyond the outlined installation dates.
- 13. All specified customer's own material (C.O.M.'s) indicated in this RFP packet must be included in Proposal pricing including any specified fabric treatments. All fabrics shall be installed "off the bolt" unless noted otherwise.
- 14. The City of Northglenn reserves the right to accept or reject part or all of any furniture Proposal as it best serves their interests. It is possible that the furniture package specified herein may be split and ordered through more than one dealer.
- 15. Successful Proposer(s) shall meet with the owner to verify all products, finishes, and fabrics prior to placing the project order. Proposer shall be responsible for verifying the accuracy and completeness of the specified product number for the product described and shall notify the owner of any discrepancies prior to placing the product order. Manufacturer and Proposer shall certify that all products, including fabrics, meet all regulations of the jurisdictions in which the project is located and include required stamps, certification, and labeling.
- 16. Dealer shall hold pricing for one (1) year from date of submittal deadline.

REFERENCES

17. At the time of the Proposal, the Proposer shall provide to The City of Northglenn a list of at least four (4) references, preferably located within the Denver Metro area. nclude a description of each of the four projects, company name, location, and contact email and phone number.

PROFESSIONAL SERVICES CONTRACT

18. Attachment C is a sample of the city's standard Professional Services Contract (PSA). All proposals shall either indicate acceptance of the PSA or identify any proposed modifications

to the terms and conditions of the agreement. Any and all proposed modifications will need to be included as part of the proposal. No modifications will be accepted after proposals have been accepted. The city may or may not agree to any proposed modification.

AWARD CRITERIA

- 19. The City of Northglenn, at its sole discretion, shall determine whether or not a particular contractor has the basic qualifications to complete the project. The City of Northglenn will review each proposal based on the following criteria. Deficiency in any of the areas listed below may be adequate cause for Proposal rejection.
 - Purchase price, terms, and discounts
 - Delivery schedule
 - Quality of the Proposer's goods or services
 - Extent to which the Proposer's goods or services meet the design-intent, specifications and needs. The resources, ability, capacity, and skill of the Proposer to perform the contract or provide the service required.
 - The quality of performance of previous contracts or services, either with The City of Northglenn or with other customers.
 - Warranty and/or guarantee, maintenance requirements, and performance data of the product requested.

EXCEPTIONS OR ALTERNATES TO SPECIFICATIONS

- 20. The package provided represents the design-intent for the furniture for City of Northglenn. It is meant to establish both an aesthetic and a quality level for the project. Exceptions or variations to the specifications will only be considered for items with manufacturers listed as N/A. Product brochures, specifications and standard finish selections must be provided with the submitted Proposal. No substitutions or changes in the specifications shall be permitted after award of Proposal without prior written approval by The City of Northglenn's Project Manager.
- 21. The decision of acceptable "equal" items or variations in the specifications will be made solely by The City of Northglenn.
- 22. Finishes that are not listed in these documents will be selected from manufacturers standard product finishes.
- 23. Include a separate section in Proposal indicating the price for (1) of each item purchased individually, including freight, delivery, and installation.

ORDER

- 24. Winning Proposer ("Dealer") is responsible to provide Anderson Mason Dale Architects and the City of Northglenn weekly updates via e-mail of all factory acknowledgements, estimated delivery dates and correspondence after purchase orders have been issued.
- 25. C.O.M. verification of repeat, yardage requirements, reservations, approvals, and orders are the dealer's responsibility.
- 26. All furniture in a single room specified with a single fabric shall be from a single dye lot.
- 27. Dealer is responsible to reserve all C.O.M. fabrics in appropriate quantities no later than five (5) business days after Purchase order is issued. Provide notice of any fabric back order that threatens the delivery dates below within two (2) weeks after purchase orders are issued.
- 28. Dealer is responsible to coordinate any manufacturer required C.O.M. fabric testing upon receipt of purchase orders. Provide notice of any fabric not approved on the designated furniture within ten (10) business days after receipt of purchase orders.
- 29. Provide shop drawings of all custom pieces for designer's approval before proceeding with order.
- 30. All field measurements are the sole responsibility of the dealer. Notify Anderson Mason Dale Architects of any conflicts.
- 31. Verify power/ data and building systems with regards to furniture layouts and notify Anderson Mason Dale Architects of any conflicts.
- 32. Provide a SIDE MARK on all items with FURNITURE ID # as indicated in the basis of design.
- 33. Leave product exposed at the factory for 24 hours minimum prior to packaging/shipping to allow off gassing. Blanket wrap shipping preferred if appropriate. If product is not available or recommended blanket wrapped identify packaging in Proposal.

INSTALLATION

34. Notice of Delays: Whenever the Dealer encounters any difficulty which delays or threatens to delay timely performance, written notice shall be immediately given to the City of Northglenn Project Manager stating all relevant information. Such notice shall not in any way be construed as a waiver by The City of Northglenn of any rights or remedies to which law entitles it. Delays in performance and/or completion may result in cancellation of agreement.

- 35. All material shall be delivered F.O.B. to the address specified at the time of order. Acceptance by The City of Northglenn of any delivery shall not relieve the Dealer of any guarantee or warranty, expressed or implied, nor shall it be considered acceptance of material not in accordance with the specifications thereby waiving The City of Northglenn's right to request replacement of defective material or material not meeting specifications.
- 36. The winning proposer shall be prepared to store product for up to 60 days beyond the installation dates listed above at no additional cost to the owner in the event the installation date is delayed for any reason.
- 37. Dealer is responsible to attend site meetings to coordinate delivery and installation.
- 38. Dealer shall receive, inspect, assemble, and set all furniture items in place as per the furniture plans. Dealer is responsible for all necessary freight claims, building protection, recycling packaging materials, trash removal completely from the job site, wipe down of installed furniture leaving the space vacuumed and ready to occupy.
- 39. Dealer must attend a final furniture punch walk with designer and owner and complete all punch items within 30 days.

CLOSEOUT WARRANTY BINDER

- 40. DEALER GUARANTEE: The dealer must guarantee all work performed and materials furnished against defects in materials and workmanship for a period of two years from the date of final acceptance. THE TWO-YEAR DEALER WARRANTY IN NO WAY CHANGES OR NULLIFIES THE MANUFACTURER WARRANTY.
- 41. Provide Project Manager with an OWNER'S MANUAL including:
 - 1 Complete set of as-built furniture plans
 - 1 Set furniture cut sheets
 - PRODUCT WARRANTIES FOR ALL MANUFACTURERS
 - Fabric and finishes maintenance info; flame spread ratings, cleaning and care instructions from each manufacturer.
- 42. If requested, provide onsite staff training on the use and care of all items provided. Provide two post install walk-throughs to make adjustments at 30 days and 90 days.
- 43. Provide touch up markers for all wood finishes in project.

ATTACHMENTS

- A. NGCH Furniture RFP BOD
- B. NGCH Furniture Pricing Spreadsheet
- C. City's PSA Standard Contract

A SIGNED PROPOSAL SUBMITTED IN RESPONSE TO THIS SPECIFICATION ACCEPTS ALL OF THE ABOVE TERMS AND INCLUDES ALL OF THE ABOVE SERVICES AT NO ADDITIONAL COST TO THE OWNER.

ATTACHMENT A

NGCH Furniture RFP BOD

Generated by Anderson Mason Dale Architects



PLAN LAYOUT + FURNITURE TYPES + DESIGN INTENT IMAGES + ARCHITECTURAL FINISHES

AndersonMasonDale Architects

1 FURNITURE PLAN

Desk	Seating	Tables	Storage
D1A- Window Office Right	S1- Task Chair	T1- 48" Round Conference Table	X1- Credenza
D1B- Window Office Left	S2- Council Chambers Community	T2- 60" Round Conference Table	X2- Credenza
D2- Work Station	Chair	T3- Lounge Coffee/ Side Table	X3- Lockers
D3- H.R. Business Partner	S3- Conference Chair	T4- Lounge Coffee/ Side Table	X4- Lectern
D4- City Manager	S4- Pull Up Chair	T5- Rectangular Laptop Table	X5- Park Storage
D5- Linear Desk	S5- Counter Height Stool	T6- Coffee Table	X6- Plan Storage
D5b- Linear Desk	S6- Dining Chair	T7- 30" Booth Table	X7- Plan Storage
D5c- Linear Desk w/ Modesty Panel	S7- Booth Seating	T8- 42" Round Dining Table	X8- HR Storage
D6- Park Admin Assistant	S8- Lounge Chair	T9- 15' Conference Table	X9- HR Storage
D7- Director's Office	S9- Lounge Chair	T10- Office 36" Round Table	X10- HR Storage
	S10- Break Room Sofa	T11- Coffee Table	X11- Finance Storage
	S11- Open Workspace Sofa	T12- Coffee Table	X12- Lockers
	S12- Open Workspace Sectional	T13- Coffee Table	X13- Executive Storage
	S13- Transaction Sectional	T14- Team Room Table	X14- HR Storage
	S14- City Council Seating	T15- Bar Height Table	
	S15- Lobby Lounge Chair	T16- 11' Conference Table	
	S16- Lobby Lounge Chair	T17- Circular Side Table	
	S17- First Level Sectional	T18- Worktable	
	S18- Community Room Stacking	T19- Meeting Room Table	
	Chair	T20- 9' Conference Table	

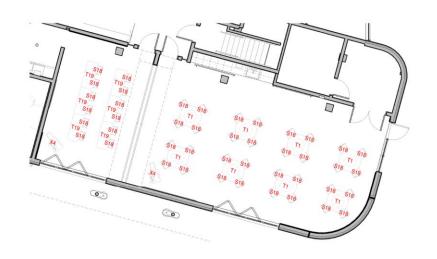
S19- Wellness Chair & Ottoman



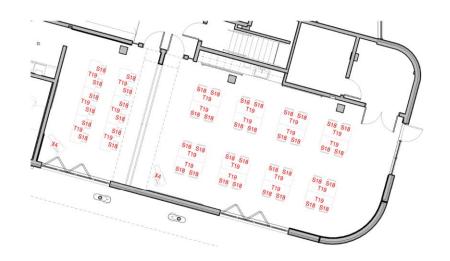








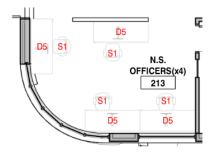
Alternate #1 Layout
Foldable Rectangular Tables & Circular Tables



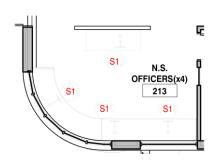
Alternate #2 Layout Foldable Rectangular Tables

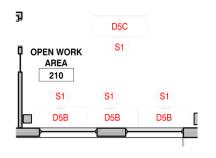


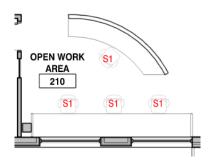
Base Bids -

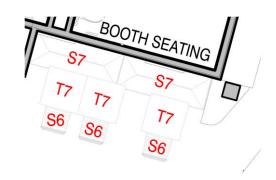


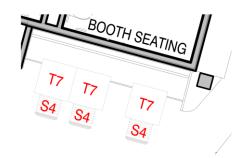
Alternates -







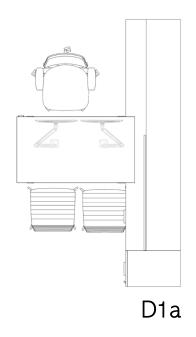


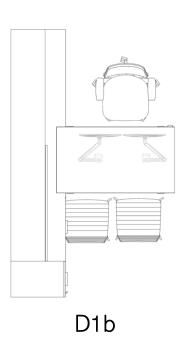


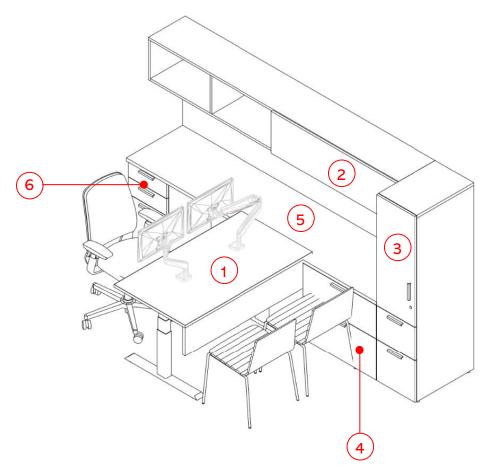


2 FURNITURE TYPES

TYPICAL OFFICES







Item D1a & D2b

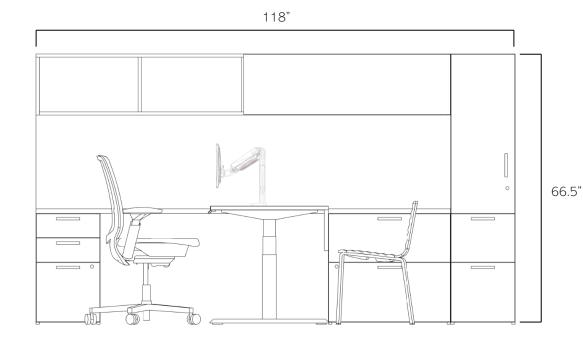
BOD:

- (1) 30"x52" ADJUSTABLE HEIGHT WORKSURFACE W/ MODESTY PANEL
- (2) 102"L OVERHEAD SHELF W/ SLIDER DOOR AND UNDER SHELF LIGHTING
- (3) WARDROBE WITH MIRROR + COAT ROD + COAT HOOK
- (4) 30"W LATERAL FILE DRAWER
- (5) 102"L x 24"D WORKSURFACE
- (6) FIXED PEDESTAL

TACKBOARD PANEL- GRADE 7

WOOD GRAIN LAMINATE

TYPICAL OFFICE FURNITURE AXO



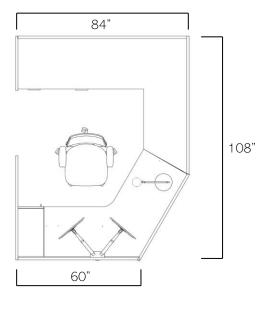
BOD:

- (1) 30"x52" ADJUSTABLE HEIGHT WORKSURFACE W/ MODESTY PANEL
- (2) 102"L OVERHEAD SHELF W/ SLIDER DOOR AND UNDER SHELF LIGHTING
- (3) WARDROBE WITH MIRROR + COAT ROD + COAT HOOK
- (4) 30"W LATERAL FILE DRAWER
- (5) 102"L x 24"D WORKSURFACE
- (6) FIXED PEDESTAL

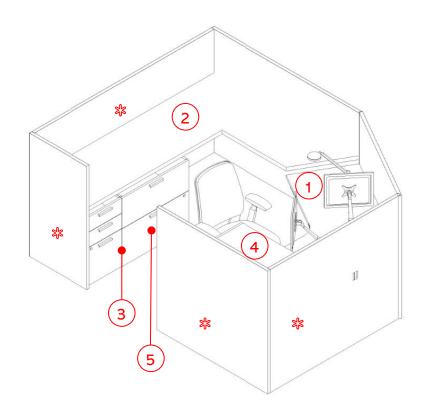
TACKBOARD PANEL- GRADE 7

WOOD GRAIN LAMINATE

WORKSTATION



D2



BOD PER STATION:

- (1) 36" x 72" ADJUSTABLE HEIGHT120 DEGREE WORKSURFACE
- (2) 24"x60" WORKSURFACE WITH A 42" L RETURN
- (3) 15 3/4" W FIXED PED
- (4) 12.5" W WARDROBE WITH MIRROR + COAT ROD + COAT HOOK
- (5) 30" W LATERAL FILE DRAWER

WOOD GRAIN LAMINATE

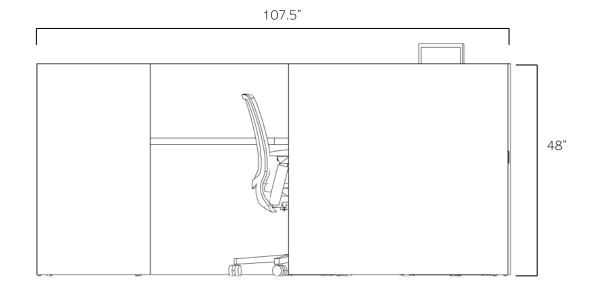
GRADE 7 FABRIC WRAPPED PANEL



GALLERY PANEL

Item D2

WORKSTATION AXO



BOD PER STATION:

- (1) 36" x 72" ADJUSTABLE HEIGHT120 DEGREE WORKSURFACE
- (2) 24"x60" WORKSURFACE WITH A 42" L RETURN
- (3) 15 ¾" W FIXED PED
- (4) 12.5" W WARDROBE WITH MIRROR + COAT ROD + COAT HOOK
- (5) 30" W LATERAL FILE DRAWER

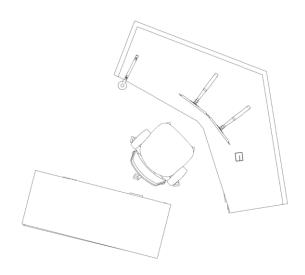
WOOD GRAIN LAMINATE

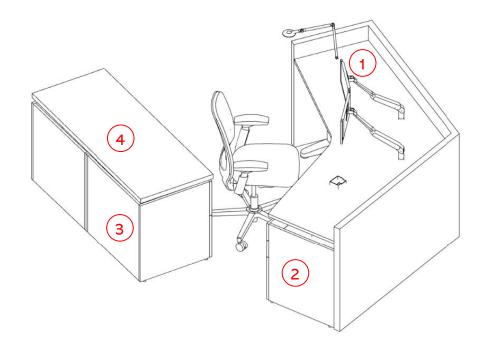
GRADE 7 FABRIC WRAPPED PANEL

Item D2

WORKSTATION ELEVATION

H.R. BUSINESS PARTNER





BOD:

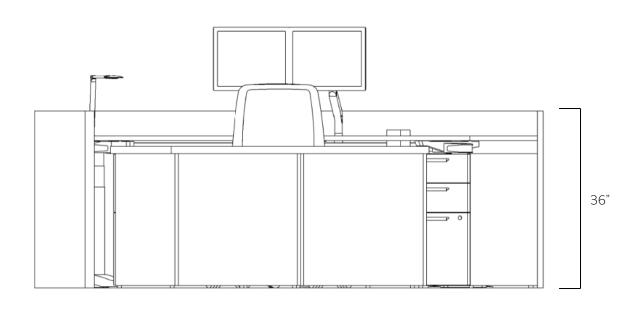
- (1) 23"x58" ADJUSTABLE HEIGHT120 DEGREE WORKSURFACE
- (2) MOBILE PEDESTAL W/ CUSHION TOP
- (3) 2 30" W LATERAL FILE DRAWERS
- (4) 24" x 60" WORKSURFACE

WOOD GRAIN LAMINATE

GRADE 7 FABRIC WRAPPED PANEL

Item D3

H.R. BUSINESS PARTNER AXO



BOD:

- (1) 23"x58" ADJUSTABLE HEIGHT120 DEGREE WORKSURFACE
- (2) MOBILE PEDESTAL W/ CUSHION TOP
- (3) 2 30" W LATERAL FILE DRAWERS
- (4) 24" x 60" WORKSURFACE

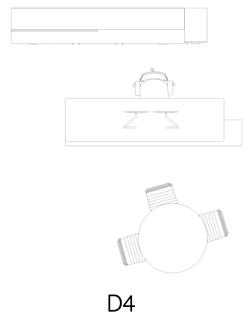
WOOD GRAIN LAMINATE

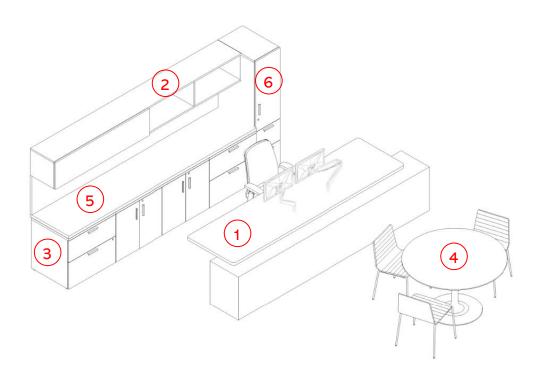
GRADE 7 FABRIC WRAPPED PANEL

Item D3

H.R. BUSINESS PARTNER ELEVATION

CITY MANAGER





BOD:

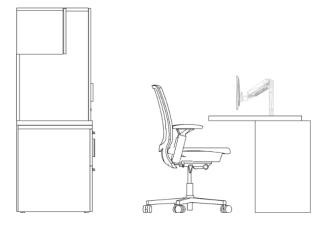
- (1) 102" X 159" ADJUSTABLE HEIGHT WORKSURFACE 30" DEEP
- (2) 120"L PARTIALLY OPEN SHELF WITH UNDER SHELF LIGHTING
- (3) 30" W LATERAL FILE DRAWER
- (4) 24"R TABLE
- (5) 156"L X 24"D WORKSURFACE
- (6) WARDROBE WITH MIRROR + COAT ROD + COAT HOOK

TACKBOARD PANEL- GRADE 7

WOOD GRAIN LAMINATE

Item D4

CITY MANAGER FURNITURE AXO





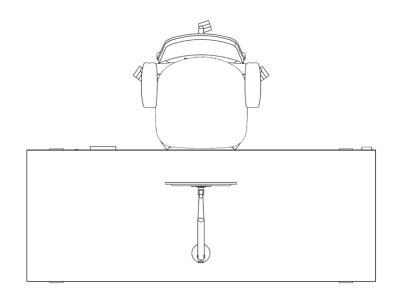
BOD:

- (1) 101" X 159" ADJUSTABLE HEIGHT WORKSURFACE 30" DEEP
- (2) 156"L PARTIALLY OPEN SHELF WITH UNDER SHELF LIGHTING
- (3) 15 3/4"W FIXED PED
- (4) 24"R TABLE
- (5) 156"L WORKSURFACE

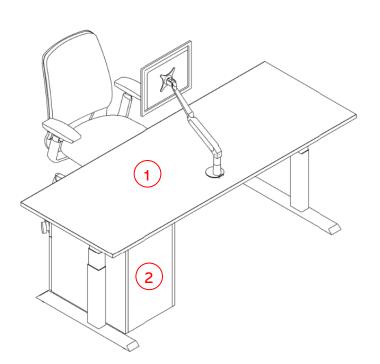
TACKBOARD PANEL- GRADE 7

QUARTERED SLICED VENEER, HORIZONTAL

LINEAR TOUCH DESK



D5 (b & c)



BOD:

- (1) 29"x77" ADJUSTABLE HEIGHT WORKSURFACE
- (2) MOBILE PEDESTAL W/ CUSHION TOP

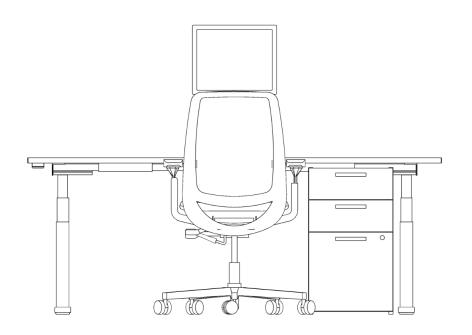
WOOD GRAIN LAMINATE

Item D5

D5b-29"x72" Adjustable Height Worksurface

D5c - Provide Modesty Panel

LINEAR TOUCH TESK FURNITURE AXO



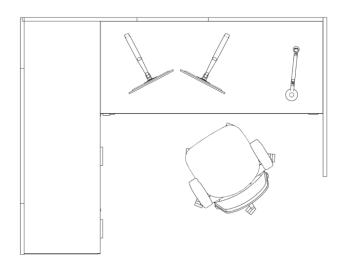
- (1) 29"x77" ADJUSTABLE HEIGHT WORKSURFACE
- (2) MOBILE PEDESTAL W/ CUSHION TOP

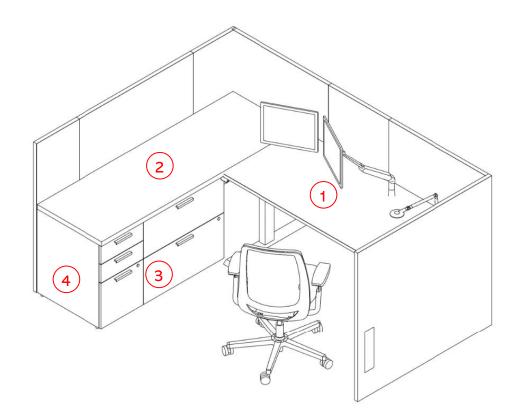
WOOD GRAIN LAMINATE

D5b – 29"x72" Adjustable Height Worksurface

D5c - Provide Modesty Panel

PARK ADMIN ASST.

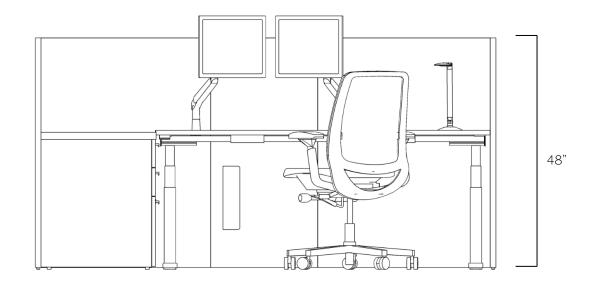




- (1) 30"W x 70"L ADJUSTABLE HEIGHT WORKSURFACE
- (2) 24"W x 72"L WORKSURFACE
- (3) 30" W LATERAL FILE DRAWER
- (4) 15 3/4"W FIXED PED

GRADE 7 FABRIC WRAPPED PANEL

WOOD GRAIN LAMINATE

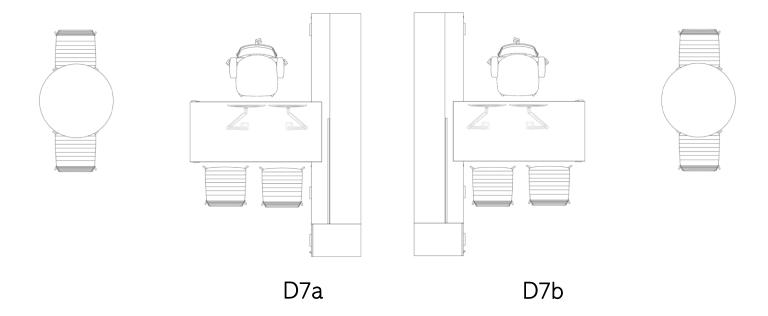


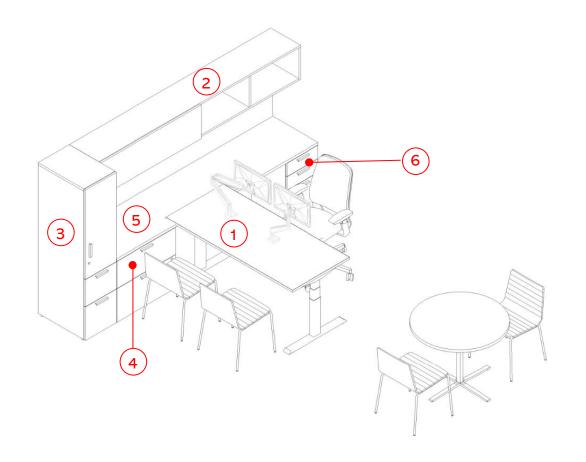
- (1) 30"W x 70"L ADJUSTABLE HEIGHT WORKSURFACE
- (2) 24"W x 72"L WORKSURFACE
- (3) 30" W LATERAL FILE DRAWER
- (4) 15 3/4"W FIXED PED

GRADE 7 FABRIC WRAPPED PANEL

WOOD GRAIN LAMINATE

DIRECTOR'S OFFICES





- (1) 30"x64" ADJUSTABLE HEIGHT WORKSURFACE W/ MODESTY PANEL
- (2) 102"L OVERHEAD SHELF W/ SLIDER DOOR AND UNDER SHELF LIGHTING
- (3) WARDROBE WITH MIRROR + COAT ROD + COAT HOOK
- (4) 30"W LATERAL FILE DRAWER
- (5) 102"L x 24"D WORKSURFACE
- (6) FIXED PEDESTAL

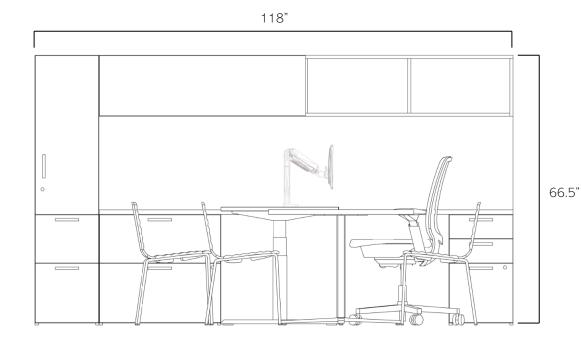
TACKBOARD PANEL- GRADE 7

WOOD GRAIN LAMINATE

30" GUEST TABLE

Item D7a & D7b

DIRECTOR'S OFFICE FURNITURE AXO



- (1) 30"x64" ADJUSTABLE HEIGHT WORKSURFACE W/ MODESTY PANEL
- (2) 102"L OVERHEAD SHELF W/ SLIDER DOOR AND UNDER SHELF LIGHTING
- (3) WARDROBE WITH MIRROR + COAT ROD + COAT HOOK
- (4) 30"W LATERAL FILE DRAWER
- (5) 102"L x 24"D WORKSURFACE
- (6) FIXED PEDESTAL

TACKBOARD PANEL- GRADE 7

WOOD GRAIN LAMINATE

30" GUEST TABLE

3 ANCILLARY FURNITURE

SEATING







- Fully adjustable arms
- Adjustable lumbar support
- Medium size
- Carpet casters
- Mesh back and seat
- Chrome base

Item S1 Task Chair BOD







- Armless
- Four post leg
- Upholstered seat and back
- Grade 5 upholstery

Council Chambers Community Chair BOD





- Fixed arms
- Low back
- Fixed height
- Carpet casters
- Polished chrome frame and base
- Grade 7 upholstery

Item S3

Conference Room Chair BOD

- Fixed arms
- Four post leg
- Grade 5 upholstery



Item S4

Pull Up Chair BOD

- Seat back
- No arms
- Grade 5 upholstery





swivels





swivels

Item S5

Counter Height Stool BOD

- Wood veneer
- 4 post leg
- Grade 5 upholstery



Item S6

Dining Chair BOD

- Grade 6 upholstery



Item S7

Booth Seating BOD





Item S8 & 9





BOD:

- Grade 5 leather upholstery



Lounge Chair BOD





BOD:

- Grade 5 upholstery



Item S10 & 11



Open Workspace/ Break Room Sofa BOD



- Grade 5 upholstery









Open Workspace Sectional BOD





BOD:

- Grade 5 upholstery



Item S13

Transaction Lobby Sectional BOD







- Fixed arms
- High back
- Fixed height
- Carpet casters
- Polished chrome frame and base
- Grade 7 upholstery

Item S14

City Council Chairs BOD

- Grade 5 upholstery





Item S15 & S16

Lobby Lounge Chair BOD

Anderson Mason Dale Architects



- Grade 5 upholstery





Item S17

First Level Sectional BOD









BOD: - Arms

- Mesh back and upholstered seat

Item S18

Community Room Stacking Chair BOD









Item S19

Wellness Chair & Ottoman BOD

TABLES

- Integrated power/data/AV connection
- Wood grain laminate top







Item T1

48" Round Conference Table BOD

- Integrated power/data/AV connection
- Wood grain laminate top







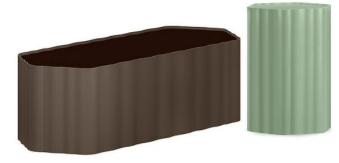
Item T2

60" Round Conference Table BOD









Item T3 & T4

Lounge Coffee/Side Table BOD

- Wood grain laminate top



Item T5

Rectangular Laptop Table BOD













Coffee Table BOD

- Wood grain laminate top
- Painted metal base



Item T7

30" Booth Table BOD

- Wood grain laminate top
- Painted metal base





Item T8

42" Round Dining Table BOD



- Intgrated power/data/AV connection
- Quarter sliced veneer horizontal



Item T9



15' Conference Table BOD

- Wood grain laminate top





Item T10

Office 36" Round Table BOD



- Wood grain laminate top



Item T12 & T13

Coffee Table BOD

- Integrated power/data/AV connection
- Wood grain laminate top







Item T14

Team Room Table BOD



- Wood grain laminate top



Item T15

Bar Height Table BOD



- Intgrated power/data/AV connection
- Quarter sliced veneer horizontal



Item T16



11' Conference Table BOD



Item T17

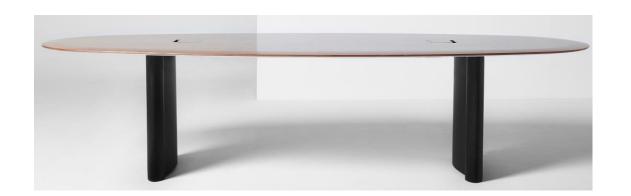
Circular Side Table BOD

- Modesty panel
- Flip top
- Ganging clips
- Locking casters
- Laminate top
- Chrome base





Item T18 Worktable BOD



- Integrated power/data/AV connection
- Wood grain laminate







Item T19

Meeting Room Table BOD



- Intgrated power/data/AV connection
- Quarter sliced veneer horizontal



Item T20



9' Conference Table BOD

Anderson Mason Dale Architects

STORAGE



- Wood Grain Laminate



Item X1

Open Office Credenza BOD

- Wood Grain Laminate
- Trash/ recycle drawers
- Integrated Refrigerator









Item X2

Conference Room Credenza BOD



BOD

- 18"W x 21"D x 84"H
- 8 Lockers
- Wood Grain Laminate
- Base Bid Do Not Provide (Included in GC Contract)
- Add Alternate to Provide as part of FFE Package

Item X3 Lockers BOD







- 45" high
- Wood grain laminate

Lectern BOD





Item X5

BOD:

- 36"W x 24"D x 84"H per Unit
- Wood Grain Laminate
- Double Doors
- Lockable

Park Storage BOD





Item X6

BOD:

- 48"W x 24"D x 96"H per Unit
- Wood Grain Laminate
- Double Doors
- Lockable

Plan Storage BOD

- 108"W x 24"D x 32"H
- Wood Grain Laminate
- Provide Laminate Counter on Top





Item X7

Plan Storage BOD





Item X8

BOD:

- 36"W x 18"D x 66"H per Unit
- 5 Drawers
- Painted Metal
- Lockable

HR Storage BOD





Item X9

BOD:

- 48"W x 24"D x 66"H per Unit
- 5 Drawers
- Painted Metal
- Lockable

HR Storage BOD



- 36"W x 24"D x 84"H per Unit
- Painted Metal
- Double Doors
- Lockable

Item X10 HR Storage BOD







- 48"W x 24"D x 72"H per Unit
- Wood Grain Laminate
- Double Doors
- Lockable

Finance Storage BOD



BOD

- 18"W x 18"D x 48"H
- 10 Lockers Double Stacked
- Wood Grain Laminate
- Base Bid Do Not Provide (Included in GC Contract)
- Add Alternate to Provide as part of FFE Package

Item X12 Lockers BOD

- 108"W x 18"D x 32"H
- Wood Grain Laminate
- Provide Laminate Counter on Top





Item X13

Executive Storage BOD





- 2 30" Wide Lateral Files
- Provide Wood Grain Laminate Counter on Top

Item X14

HR Storage BOD

Anderson Mason Dale Architects

ATTACHMENT B

NGCH Furniture Pricing Spreadsheet
Generated by Anderson Mason Dale Architects

VENDOR NAME



SECTION 9 | BHFS DENVER | FURNITURE RFP

Code Lette	er Description	Location	Picture / Visual	Manufacturer (Basis of Design)	Product name	Dimensions (w x d x h) Nominal	Comments	Finish	Lead Time	Notes	Individual Unit (including freight, delivery, and installation)	Item List Price	Qty.	Subtotal
DESK														
D1a	WINDOW OFFICE RIGHT	THROUGHOUT, UNO				SEE NOTES		WOOD GRAIN LAMINATE		30"x52" ADJUSTABLE HEIGHT WORKSURFACE WI MODESTY PANEL, 102"L OVERHEAD SHELF WI SLIDER DOOR AND UNDER SHELF LIGHTING, LOACKABLE WARDROBE WITH MIRROR + COAT ROD + COAT HOOK, LOCKABLE 30"W LATERAL FILE DRAWER, 102"L x 24"L WORKSURFACE, LOACKABLE FIXED PEDESTAL, TACKBOARD PANEL- GRADE 7		\$0.00	19	\$0.00
D1b	WINDOW OFFICE LEFT	THROUGHOUT, UNO				SEE NOTES		WOOD GRAIN LAMINATE		30"x52" ADJUSTABLE HEIGHT WORKSURFACE W/ MODESTY PANEL, 102"L OVERHEAD SHELF W/ SLIDER DOOR AND UNDER SHELF LIGHTING, LOCKABLE WARDROBE WITH MIRROR + COAT ROD + COAT HOOK, LOCKABLE 30"W LATERAL FILE DRAWER, 102"L x 24"L WORKSURFACE, LOCKABLE FIXED PEDESTAL, TACKBOARD PANEL- GRADE 7		\$0.00	17	\$0.00
D2	WORK STATION	THROUGHOUT, UNO				SEE NOTES		WOOD GRAIN LAMINATE, FABRIC WRAPPED		36" x 72" ADJUSTABLE HEIGHT120 DEGREE WORKSURFACE, 24"x60" WORKSURFACE WITH A 42" L RETURN, LOCKABLE 15 %" W FIXED PED, LOCKABLE 12.5" W WARDROBE WITH MIRROF + COAT ROD + COAT HOOK, LOCKABLE 30" W LATERAL FILE DRAWER, GALLERY PANEL		\$0.00	5	\$0.00

D3	H.R. BUSINESS PARTNER	AS NOTED ON PLAN	SEE NOTES	WOOD GRAIN LAMINATE, FABRIC WRAPPED	23"x58" ADJUSTABLE HEIGHT120 DEGREE WORKSURFACE, LOCKABLE MOBILE PEDESTAL W/ CUSHION TOP, 2 LOCKABLE 30" W LATERAL FILE DRAWERS, 24"X60" WORKSURFACE	\$0.00	\$0.00
D4	CITY MANAGER	AS NOTED ON PLAN	SEE NOTES	WOOD GRAIN LAMINATE	102" X 159" ADJUSTABLE HEIGHT WORKSURFACE 30" DEEP, 120"L PARTIALLY OPEN SHELF WITH UNDER SHELF LIGHTING, LOCKABLE 30" W LATERAL FILE DRAWER, 24"R TABLE, 156"L X 24"D WORKSURFACE, LOCKABLE WARDROBE WITH MIRROR + COAT ROD + COAT HOOK, TACKBOARD PANEL- GRADE 7	\$0.00 1	\$0.00
D5	LINEAR DESK	THROUGHOUT, UNO	SEE NOTES	WOOD GRAIN LAMINATE	29°x77" ADJUSTABLE HEIGHT WORKSURFACE, LOCKABLE MOBILE PEDESTAL W/ CUSHION TOP	\$0.00	\$0.00
D5b	LINEAR DESK	THROUGHOUT, UNO	SEE NOTES	WOOD GRAIN LAMINATE	29"x72" ADJUSTABLE HEIGHT WORKSURFACE, LOCKABLE MOBILE PEDESTAL W/ CUSHION TOP	\$0.00 3	\$0.00
D5c	LINEAR DESK	THROUGHOUT, UNO	SEE NOTES	WOOD GRAIN LAMINATE	29"x77" ADJUSTABLE HEIGHT WORKSURFACE, MODESTY PANEL, LOCKABLE MOBILE PEDESTAL W/ CUSHION TOP	\$0.00 1	\$0.00
D6	PARK ADMIN ASSISTANT	AS NOTED ON PLAN	SEE NOTES	WOOD GRAIN LAMINATE, FABRIC WRAPPED	30"W x 70"L ADJUSTABLE HEIGHT WORKSURFACE, 24"W x 72"L WORKSURFACE, LOCKABLE 30" W LATERAL FILE DRAWER, 15 3/4"W FIXED PED	\$0.00 1	\$0.00

D7a	DIRECTOR'S OFFICE RIGHT	DIRECTOR'S OFFICES	SEE NOTES	WOOD GRAIN LAMI	HEIGHT W W/ MODES OVERHEA SLIDER DI SHELF LIG LOACKABI WITH MIR ROD + CO LOCKABLE FILE DRAI WORKSUE LOACKABI PEDESTAI	JORKSURFACE STY PANEL, 102"L D SHELF W/ DOR AND UNDER SHITING, LE WARDROBE ROR + COAT AT HOOK, E 30"W LATERAL WER, 102"L x 24"D RFACE, LE FIXED L, TACKBOARD RADE 7, 30" D	\$0.00	\$0.00
D7b	DIRECTOR'S OFFICE LEFT	DIRECTOR'S OFFICES	SEE NOTES	WOOD GRAIN LAMI	HEIGHT W W/ MODES OVERHEA SLIDER DO SHELF LIG LOACKABI WITH MIR ROD + CO LOCKABLE FILE DRAL WORKSUE LOACKABI PEDESTAI	/ORKSURFACE STRY PANEL, 102"L D SHELF W/ OOR AND UNDER SHITING, LE WARDROBE ROR + COAT AT HOOK, E 30"W LATERAL WER, 102"L x 24"D RFACE, LE FIXED L, TACKBOARD RADE 7, 30" D	\$0.00 5	\$0.00
SEATING								
S1		ALL OFFICES,					\$0.00 68	
		WORKSTATIONS, AND DESKS			SUPPORT CARPET C	CASTERS CK AND SEAT		
S2	COUNCIL CHAMBERS COMMUNITY CHAIR	COUNCIL CHAMBERS			BACK		\$0.00 77	\$0.00
S3	CONFERENCE CHAIR	CONFERENCE ROOMS			FRAME & I	GHT K XASTERS CHROME	\$0.00 50	\$0.00
S4	PULL UP CHAIR	AS NOTED ON PLAN			FIXED ARI FOUR POS GRADE 5 I	MS ST LEG UPHOLSTERY	\$0.00 112	\$0.00
S5	COUNTER HEIGHT STOOL	BREAK ROOMS			SEAT BAC NO ARMS GRADE 5 (UPHOLSTERY	\$0.00	\$0.00

S6	DINING CHAIR	BREAK ROOMS		WOOD VENEER FOUR POST LEG GRADE 5 UPHOLSTERY	\$0.00	18 \$0.00
S7	BOOTH SEATING	SECOND LEVEL BREAK ROOM		GRADE 6 UPHOLSTERY	\$0.00	4 \$0.00
S8	LOUNGE CHAIR	AS NOTED ON PLAN		GRADE 5 LEATHER UPHOLSTERY	\$0.00	7 \$0.00
S9		AS NOTED ON PLAN		GRADE 5 LEATHER UPHOLSTERY	\$0.00	2 \$0.00
S10	OPEN WORKSPACE SOFA	SECOND LEVEL OPEN WORKSPACE		GRADE 5 UPHOLSTERY	\$0.00	1 \$0.00
S11	BREAK ROOM SOFA	SECOND LEVEL BREAK ROOM		GRADE 5 UPHOLSTERY	\$0.00	1 \$0.00
S12	OPEN WORKSPACE SECTIONAL	SECOND LEVEL OPEN WORKSPACE		GRADE 5 UPHOLSTERY	\$0.00	1 \$0.00
S13	TRANSACTION LOBBY SECTIONAL	TRANSACTION LOBBY		GRADE 5 UPHOLSTERY	\$0.00	1 \$0.00
S14	CITY COUNCIL CHAIRS	COUNCIL CHAMBERS		FIXED ARMS HIGH BACK FIXED HEIGHT CARPET CASTERS POLISHED CHROME FRAME & BASE GRADE 7 UPHOLSTERY	\$0.00	14 \$0.00
S15	LOBBY LOUNGE CHAIR	RLOBBY		GRADE 5 UPHOLSTERY	\$0.00	2 \$0.00

S16	LOBBY LOUNGE CHAIF	RLOBBY		GRADE 5 UPHOLSTERY	\$0.00	2 \$0.00
S17	FIRST LEVEL SECTIONAL	AS NOTED ON PLAN		GRADE 5 UPHOLSTERY	\$0.00	1 \$0.00
S18	COMMUNITY ROOM STACKING CHAIR	COMMUNITY ROOMS		ARMS MESH BACK & UPHOLSTERED SEAT EITHER STACKING OR NESTING GRADE 5 UPHOLSTERY	\$0.00	\$0.00
S19	CONFERENCE STOOLS	CONFERENCE ROOMS		ARMS CARPET CASTERS MESH BACK & UPHOLSTERED SEAT ADJUSTABLE HEIGHT GRADE 5 UPHOLSTERY	\$0.00	6 \$0.00
S20	WELLNESS CHAIR & OTTOMAN	AS NOTED ON PLAN		GRADE 5 UPHOLSTERY	\$0.00	2 \$0.00
T1	48" ROUND CONFERENCE TABLE	AS NOTED ON PLANS		INTEGRATED POWER/ DATA/ AV CONNECTION WOOD GRAIN LAMINATE TOP	\$0.00	3 \$0.00
T2	60" ROUND CONFERENCE TABLE	AS NOTED ON PLANS		INTEGRATED POWER/ DATA/ AV CONNECTION WOOD GRAIN LAMINATE TOP	\$0.00	1 \$0.00
Т3	LOUNGE COFFEE/ SIDE TABLE	AS NOTED ON PLANS			\$0.00	1 \$0.00
T4	LOUNGE COFFEE/ SIDE TABLE	AS NOTED ON PLANS			\$0.00	1 \$0.00
T5	RECTANGULAR LAPTOP TABLE	AS NOTED ON PLANS		WOOD GRAIN LAMINATE TOP	\$0.00	5 \$0.00
			1			

T6	COFFEE TABLE	AS NOTED ON PLANS				\$0.00	1 \$	0.00
T7	30" BOOTH TABLE	BREAK ROOMS			WOOD GRAIN LAMINATE	\$0.00	4	0.00
					PAINTED METAL BASE			
					TAINTED WEITE BAGE			
	42" ROUND DINING	SECOND LEVEL BREAK			WOOD GRAIN LAMINATE	¢0.00	2	20.00
Т8	TABLE	ROOM			TOP	\$0.00	2	0.00
	171322				PAINTED METAL BASE			
TO	15' CONFERENCE	AS NOTED ON PLANS			INTEGRATED POWER/	\$0.00	1 \$	60.00
Т9	15' CONFERENCE TABLE				INTEGRATED POWER/ DATA/ AV CONNECTION	\$3.00	'	
					QUARTER SLICED VENEER			
					HORIZONTAL			
T10	OFFICE 36" ROUND	DIRECTOR'S OFFICES			WOOD GRAIN LAMINATE	\$0.00	7	0.00
110	TABLE				TOP			
T11	COFFEE TABLE	AS NOTED ON PLANS				\$0.00	1 \$	0.00
' ' '						1		
T12								
	COFFEE TABLE	AS NOTED ON PLANS			WOOD GRAIN LAMINATE	\$0.00	1 \$	60.00
	COFFEE TABLE	AS NOTED ON PLANS			WOOD GRAIN LAMINATE TOP	\$0.00	1 \$	60.00
	COFFEE TABLE	AS NOTED ON PLANS			WOOD GRAIN LAMINATE TOP	\$0.00	1 \$	60.00
	COFFEE TABLE	AS NOTED ON PLANS			WOOD GRAIN LAMINATE TOP	\$0.00	1 \$	\$0.00
	COFFEE TABLE	AS NOTED ON PLANS			WOOD GRAIN LAMINATE TOP	\$0.00	1 \$	\$0.00
	COFFEE TABLE	AS NOTED ON PLANS			WOOD GRAIN LAMINATE TOP	\$0.00	1 \$	\$0.00
					TOP			
T13		AS NOTED ON PLANS AS NOTED ON PLANS			TOP WOOD GRAIN LAMINATE	\$0.00		50.00
T13					TOP			
T13					TOP WOOD GRAIN LAMINATE			
T13					TOP WOOD GRAIN LAMINATE			
T13					TOP WOOD GRAIN LAMINATE			
T13					TOP WOOD GRAIN LAMINATE			
	COFFEE TABLE	AS NOTED ON PLANS			WOOD GRAIN LAMINATE	\$0.00	1 \$	\$0.00
T13		AS NOTED ON PLANS			WOOD GRAIN LAMINATE TOP INTEGRATED POWER/		1 \$	
	COFFEE TABLE	AS NOTED ON PLANS			WOOD GRAIN LAMINATE TOP INTEGRATED POWER/ DATA/ AV CONNECTION	\$0.00	1 \$	\$0.00
	COFFEE TABLE	AS NOTED ON PLANS			WOOD GRAIN LAMINATE TOP INTEGRATED POWER/	\$0.00	1 \$	\$0.00
	COFFEE TABLE	AS NOTED ON PLANS			WOOD GRAIN LAMINATE TOP INTEGRATED POWER/ DATA/ AV CONNECTION WOOD GRAIN LAMINATE	\$0.00	1 \$	\$0.00
	COFFEE TABLE	AS NOTED ON PLANS			WOOD GRAIN LAMINATE TOP INTEGRATED POWER/ DATA/ AV CONNECTION WOOD GRAIN LAMINATE	\$0.00	1 \$	\$0.00
	COFFEE TABLE	AS NOTED ON PLANS			WOOD GRAIN LAMINATE TOP INTEGRATED POWER/ DATA/ AV CONNECTION WOOD GRAIN LAMINATE	\$0.00	1 \$	\$0.00
T14	COFFEE TABLE TEAM ROOM TABLE	AS NOTED ON PLANS TEAM ROOM			WOOD GRAIN LAMINATE TOP INTEGRATED POWER/ DATA/ AV CONNECTION WOOD GRAIN LAMINATE TOP	\$0.00	1 \$	50.00
	COFFEE TABLE TEAM ROOM TABLE BAR HEIGHT BREAK	AS NOTED ON PLANS TEAM ROOM			WOOD GRAIN LAMINATE TOP INTEGRATED POWER/ DATA/ AV CONNECTION WOOD GRAIN LAMINATE TOP WOOD GRAIN LAMINATE	\$0.00	1 \$	\$0.00
T14	COFFEE TABLE TEAM ROOM TABLE	AS NOTED ON PLANS TEAM ROOM			WOOD GRAIN LAMINATE TOP INTEGRATED POWER/ DATA/ AV CONNECTION WOOD GRAIN LAMINATE TOP	\$0.00	1 \$	50.00
T14	COFFEE TABLE TEAM ROOM TABLE BAR HEIGHT BREAK	AS NOTED ON PLANS TEAM ROOM			WOOD GRAIN LAMINATE TOP INTEGRATED POWER/ DATA/ AV CONNECTION WOOD GRAIN LAMINATE TOP WOOD GRAIN LAMINATE	\$0.00	1 \$	50.00
T14	COFFEE TABLE TEAM ROOM TABLE BAR HEIGHT BREAK	AS NOTED ON PLANS TEAM ROOM			WOOD GRAIN LAMINATE TOP INTEGRATED POWER/ DATA/ AV CONNECTION WOOD GRAIN LAMINATE TOP WOOD GRAIN LAMINATE	\$0.00	1 \$	50.00
T14	COFFEE TABLE TEAM ROOM TABLE BAR HEIGHT BREAK	AS NOTED ON PLANS TEAM ROOM			WOOD GRAIN LAMINATE TOP INTEGRATED POWER/ DATA/ AV CONNECTION WOOD GRAIN LAMINATE TOP WOOD GRAIN LAMINATE	\$0.00	1 \$	50.00
T14	COFFEE TABLE TEAM ROOM TABLE BAR HEIGHT BREAK	AS NOTED ON PLANS TEAM ROOM			WOOD GRAIN LAMINATE TOP INTEGRATED POWER/ DATA/ AV CONNECTION WOOD GRAIN LAMINATE TOP WOOD GRAIN LAMINATE	\$0.00	1 \$	50.00
T14	COFFEE TABLE TEAM ROOM TABLE BAR HEIGHT BREAK	AS NOTED ON PLANS TEAM ROOM			WOOD GRAIN LAMINATE TOP INTEGRATED POWER/ DATA/ AV CONNECTION WOOD GRAIN LAMINATE TOP WOOD GRAIN LAMINATE	\$0.00	1 \$	50.00

T16	11' CONFERENCE TABLE	AS NOTED ON PLANS]	NTEGRATED POWER/ DATA/ AV CONNECTION QUARTER SLICED VENEER HORIZONTAL	\$0.00	1	\$0.00
T17	CIRCULAR SIDE TABLE	AS NOTED ON PLANS					\$0.00	4	\$0.00
1									
	WORKTARIE	001414111111111111111111111111111111111				AODEOTY DANIEL	0.00	0.5	
T18	WORKTABLE	COMMUNITY ROOMS				MODESTY PANEL FLIP TOP	\$0.00	25	\$0.00
						NTEGRATED POWER/			
						DATA/ AV CONNECTION			
						WOOD GRAIN LAMINATE			
						CHROME BASE			
T19	MEETING ROOM	CONFERENCE ROOMS			1	NTEGRATED POWER/	\$0.00	2	\$0.00
113	TABLE]	DATA/ AV CONNECTION			
						WOOD GRAIN LAMINATE			
						OF .			
T16	9' CONFERENCE	AS NOTED ON PLANS				NTEGRATED POWER/	\$0.00	1	\$0.00
	TABLE					DATA/ AV CONNECTION QUARTER SLICED VENEER			
					l li	HORIZONTAL			
X1	CREDENZA	AS NOTED ON PLANS				WOOD GRAIN LAMINATE	\$0.00	3	\$0.00
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \									
	005051/34	AO NOTED ON BLANC					20.00		
X2	CREDENZA	AS NOTED ON PLANS				WOOD GRAIN LAMINATE,	\$0.00	3	\$0.00
X2	CREDENZA	AS NOTED ON PLANS				WOOD GRAIN LAMINATE, IRASH/RECYCLE JRAWERS	\$0.00	3	\$0.00
X2	CREDENZA	AS NOTED ON PLANS				TRASH/RECYCLE	\$0.00	3	\$0.00
X2	CREDENZA	AS NOTED ON PLANS				TRASH/RECYCLE	\$0.00	3	\$0.00
X2	CREDENZA	AS NOTED ON PLANS				TRASH/RECYCLE	\$0.00	3	\$0.00
X2	CREDENZA	AS NOTED ON PLANS				TRASH/RECYCLE	\$0.00	3	\$0.00
		AS NOTED ON PLANS AS NOTED ON PLANS				IRASH/RECYCLE DRAWERS 18"WX18"DX48"H, WO	\$0.00		\$0.00 \$0.00
						RASH/RECYCLE)RAWERS 8"WX18"DX48"H, WO .OCKERS DOUBLE			
						RASH/RECYCLE DRAWERS 8"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN			
						RASH/RECYCLE)RAWERS 8"WX18"DX48"H, WO .OCKERS DOUBLE			
X2 X3						RASH/RECYCLE DRAWERS 8"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN			
						RASH/RECYCLE DRAWERS 8"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN			
Х3	LOCKERS	AS NOTED ON PLANS				IRASH/RECYCLE DRAWERS 18"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN AMINATE	\$0.00	10	\$0.00
Х3						IRASH/RECYCLE PRAWERS 18"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN AMINATE			
Х3	LOCKERS	AS NOTED ON PLANS				IRASH/RECYCLE DRAWERS 18"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN AMINATE	\$0.00	10	\$0.00
Х3	LOCKERS	AS NOTED ON PLANS				IRASH/RECYCLE PRAWERS 18"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN AMINATE	\$0.00	10	\$0.00
Х3	LOCKERS	AS NOTED ON PLANS				IRASH/RECYCLE PRAWERS 18"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN AMINATE	\$0.00	10	\$0.00
	LOCKERS	AS NOTED ON PLANS				IRASH/RECYCLE PRAWERS 18"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN AMINATE	\$0.00	10	\$0.00
Х3	LOCKERS	AS NOTED ON PLANS				IRASH/RECYCLE PRAWERS 18"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN AMINATE	\$0.00	10	\$0.00
X3	LOCKERS	AS NOTED ON PLANS				IRASH/RECYCLE PRAWERS 18"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN AMINATE	\$0.00	10	\$0.00
X3	LOCKERS	AS NOTED ON PLANS AS NOTED ON PLANS				IRASH/RECYCLE JRAWERS 18"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN AMINATE 15"H, WOOD GRAIN AMINATE	\$0.00	3	\$0.00 \$0.00
X3	LOCKERS	AS NOTED ON PLANS AS NOTED ON PLANS				IRASH/RECYCLE JRAWERS 18"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN LAMINATE 15"H, WOOD GRAIN LAMINATE 16"WX24"DX84"H PER JRIT, WOOD GRAIN LAMINATE, DOUBLE	\$0.00	3	\$0.00 \$0.00
X3	LOCKERS	AS NOTED ON PLANS AS NOTED ON PLANS				IRASH/RECYCLE JRAWERS 18"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN AMINATE 15"H, WOOD GRAIN AMINATE	\$0.00	3	\$0.00 \$0.00
Х3	LOCKERS	AS NOTED ON PLANS AS NOTED ON PLANS				IRASH/RECYCLE JRAWERS 18"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN LAMINATE 15"H, WOOD GRAIN LAMINATE 16"WX24"DX84"H PER JRIT, WOOD GRAIN LAMINATE, DOUBLE	\$0.00	3	\$0.00 \$0.00
X3	LOCKERS	AS NOTED ON PLANS AS NOTED ON PLANS				IRASH/RECYCLE JRAWERS 18"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN LAMINATE 15"H, WOOD GRAIN LAMINATE 16"WX24"DX84"H PER JRIT, WOOD GRAIN LAMINATE, DOUBLE	\$0.00	3	\$0.00 \$0.00
X3	LOCKERS	AS NOTED ON PLANS AS NOTED ON PLANS				IRASH/RECYCLE JRAWERS 18"WX18"DX48"H, WO OCKERS DOUBLE STACKED, WOOD GRAIN LAMINATE 15"H, WOOD GRAIN LAMINATE 16"WX24"DX84"H PER JRIT, WOOD GRAIN LAMINATE, DOUBLE	\$0.00	3	\$0.00 \$0.00

X6	PLAN STORAGE	AS NOTED ON PLANS			48"WX24'DX96"H PER UNIT, WOOD GRAIN LAMINATE, DOUBLE DOORS, LOCKABLE	\$0.00	3 \$0.00
X7	PLAN STORAGE	AS NOTED ON PLANS			108"WX24"DX32"H, WOOD GRAIN LAMINATE, PROVIDE LAMINATE COUNTER ON TOP	\$0.00	3 \$0.00
X8	HR STORAGE	AS NOTED ON PLANS			36"WX18"DX66"H PER UNIT, 5 DRAWERS, PAINTED METAL, LOCKABLE	\$0.00	6 \$0.00
Х9	HR STORAGE	AS NOTED ON PLANS			48"WX24"DX66"H PER UNIT, 5 DRAWERS, PAINTED METAL, LOCKABLE	\$0.00	4 \$0.00
X10	HR STORAGE	AS NOTED ON PLANS			36"WX24'DX84"H PER UNIT, PAINTED METAL, DOUBLE DOORS, LOCKABLE	\$0.00	1 \$0.00
X11	FINANCE STORAGE	AS NOTED ON PLANS			48"WX24"DX72"H PER UNIT, WOOD GRAIN LAMINATE, DOUBLE DOORS, LOCKABLE	\$0.00	3 \$0.00
X12	LOCKERS	AS NOTED ON PLANS			18"WX18"DX48"H, 10 LOCKERS DOUBLE STACKED, WOOD GRAIN LAMINATE	\$0.00	10 \$0.00
X13	EXECUTIVE STORAGE	AS NOTED ON PLANS			108"WX18"DX32"H, WOOD GRAIN LAMINATE, PROVIDE LAMINATE COUNTER ON TOP	\$0.00	3 \$0.00
X14	HR STORAGE	AS NOTED ON PLANS			2 30"W LATERAL FILES, PROVIDE WOOD GRAIN LAMINATE COUNTER ON TOP	\$0.00	3 \$0.00
						ELIDAUTURE (NUDTOTAL #DEEL
						DEAL ERSHID	SUBTOTAL #REF! DISCOUNT \$0.00
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						DELIVERY & INST	ALLATION \$0.00
						FIIRNITII	TAX \$0.00 RE TOTAL #REF!
						I OKINI O	TO THE WILL!



AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS:

- A. The City requires professional services.
- B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.
- NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

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

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

IV. COMPENSATION

- A. In consideration for the completion of the services specified herein by Contractor, the City shall pay Contractor an amount not to exceed (\$). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Contractor in performing all services hereunder.
- B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.
 - 1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice

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

- 2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.
- C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.
- D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.
- E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

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

VI. CHANGES IN SCOPE OF SERVICES

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

VII. PROFESSIONAL RESPONSIBILITY

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

- C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.
- D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. <u>INDEMNIFICATION</u>

- 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. <u>INSURANCE</u>

- 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. <u>VENUE</u>

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. <u>NO WAIVER</u>

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:	

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

CITY OF NORTHGLENN, COLORADO

		By:	
ATTEST:		·	
		Print Name	
		Title	
Johanna Small, CMC City Clerk	Date		
APPROVED AS TO FORM:			
Corey Y. Hoffmann City Attorney	Date		
		CONTRACTOR:	
		Ву:	
ATTEST:		Print Name	
By:		Title	Date
Print Name			
Title Date	9		

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

