

REQUEST FOR PROPOSAL

PROJECT NAME: AQUIFER STORAGE AND RECOVERY FEASIBILITY STUDY

RFP NUMBER: 2019-002

Bids Due
Date: March 15, 2019
Time: 10:00 a.m. MST



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

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AQUIFER STORAGE AND RECOVERY FEASIBILITY STUDY

SCOPE OF WORK

A. General Information

The City of Northglenn ('City' or 'Northglenn') is a small Colorado municipality, located in the heart of the Denver Metro Region, encompassing approximately 7.45 square miles in Adams and Weld Counties. The City provides water service to its approximately 37,000 residents. The City must ensure that a reliable and sustainable water supply is available for its residents now and into the future.

B. Project Description

Water supply planning for the City of Northglenn has revealed the need for additional water supply storage as well as a need to increase operational flexibility by diversifying water supply storage locations. In order to achieve both goals, the City intends to investigate the viability of injecting, storing, and recovering treated or untreated water (known as aquifer storage and recovery or 'ASR') into the Denver Basin Aquifer(s) which lie under the City of Northglenn. If proven feasible and cost effective, the City plans to use a future ASR program to store river water either from the Berthoud Pass Ditch, Clear Creek, or the South Platte River.

This Request for Proposals pertains to an ASR feasibility study which aims to examine:

- The feasibility and effectiveness of ASR for the City's water supply system given regional and local hydrogeology.
- Water quality factors which may impact the feasibility or operational requirements of an ASR program.
- The permitting and regulatory process for an ASR pilot study as well as an ongoing ASR program.
- Estimated capital and maintenance costs.
- Potential well testing sites to be considered for a future pilot study phase of the City's ASR program.
- Any additional factors which may facilitate or challenge the development of an ASR program for the City of Northglenn.

Determining the viability of utilizing an ASR program to meet water storage needs is a time-sensitive priority for the City of Northglenn. Following the initial feasibility study, if proven viable and cost effective, the City will rapidly proceed with an ASR Pilot Study.

C. Project Background

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

The City is interested in pursuing ASR to increase water supply storage as aquifer storage can be cheaper than constructing new surface storage, regulatory compliance can be easier with fewer environmental impacts, and underground storage eliminates water loss due to evaporation.

D. Consultant Qualifications

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

E. Scope of Services

The following scope of services (tasks 1 – 9 below) are currently envisioned for the ASR Feasibility Study. Tasks are not necessarily presented in order of completion. Consultants are encouraged to recommend modifications to this scope of services in their proposal if, based on experience and expertise, they believe those modifications more appropriately address the purpose of this project. The proposal should specify the reasons for such change.

1. Work Plan

As the start of the project, the consultant will develop a written work plan for how the final scope of services will be implemented. Task sequence, project meetings with Northglenn staff, consulting firm staffing, and project schedule should be included in the work plan.

Project Meetings

Project meetings that include Northglenn staff members who may be involved in the planning and ultimate operation of an ASR system should be included in the consultant's work plan.

- *Kickoff Meeting* – A kickoff meeting will be held at the beginning of the project to identify key issues, familiarize the consultant with City personnel, and to discuss the consultant's work plan.
- *Collaboration Meetings* – As needed.
- *Project Progress Meetings* – Project progress meetings will be held monthly throughout the project to identify action items and keep the project on schedule. Additional calls can be scheduled as needed during the project.
- *Review Meetings* – After the completion of each task and comments from Northglenn staff are consolidated, a meeting will be conducted to review results and clarify comments. Project progress meetings and review meetings can be combined.

Deliverable: Work plan in electronic report format. A draft must be submitted to Northglenn staff for approval prior to submission of final work plan.

2. **Regional and Local Hydrology Study**

The consultant will conduct a systematic data review and study to gather information about regional and local hydrology and geology, and assess whether these conditions are conducive for the successful implementation of an ASR program.

Deliverable: Technical report in electronic format which will include a thorough discussion of the data reviewed, and the consultant’s assessment of the feasibility for Northglenn to continue pursuing an ASR program given local geologic and hydrogeologic conditions.

3. **Assessment of Water Quality Impacts and Limitations**

The consultant will identify water quality factors which may impact an ASR program in Northglenn.

In particular, one site that should be considered for an ASR well site lies on City of Northglenn property adjacent to Northglenn’s Water Treatment Plant where there is an existing deep groundwater well. The consultant will gather information from Northglenn water operations staff to identify any known groundwater quality concerns and assess feasibility of utilizing that site for an ASR Pilot Study well.

Deliverable: Technical report in electronic format that discusses water quality impacts and limitations that may impact an ASR program. This report should also discuss potential solutions to any identified challenges. Finally, the report must describe the feasibility and benefits/drawbacks of storing treated vs. untreated water in an ASR system.

4. **Permitting and Regulatory Analysis**

The consultant will identify all regulatory processes, permits, water rights applications, and other approvals that will be required to drill and operate an ASR well and specify the information and actions that will be necessary in applying for such permits and obtaining approvals. This includes working with Northglenn’s water resources staff in identifying any necessary water rights applications.

Deliverable: Technical memorandum with list and explanation of all permits and approvals needed for the ASR pilot study.

5. **Siting Study**

The consultant will conduct a study that results in a conceptual level list and map of the sites representing long-term potential capability for ASR in the City of Northglenn. From this list the consultant will create a prioritized list of two to three sites within the City that would be appropriate for installing the ASR Pilot Well Facility for comprehensive testing of injection, storage, and recovery of Northglenn’s water supply to and from the Denver Basin Aquifer(s). The consultant will work with City of Northglenn staff to develop criteria for site selection. Criteria may include availability of land for facilities, compatibility of land use, proximity to Northglenn’s water treatment plant, distribution system, water quality, aquifer characteristics

and surrounding wells and uses, general estimates of capital and operating costs, etc. The consultant will assemble the necessary information for site selection, analyze the data, evaluate the degree to which each site meets the criteria, and work collaboratively with Northglenn staff to develop recommendations for appropriate sites for the ASR Pilot Well Facility.

Deliverable: Electronic copy of a technical report describing the criteria and process for selection of the recommended sites, the rationale for the priority given to each site, and the risks associated with each site.

6. **Capital and Maintenance Cost Estimates**

Using the range of conditions found at the recommended sites, the consultant will prepare a preliminary design and cost estimate for the ASR Pilot Well Facility including both capital and operational components. The cost estimate should be presented as a range with a midpoint representing the best estimate.

Deliverable: Technical memorandum in electronic format containing cost estimates including a detailed itemization of materials and activities and the associated unit costs. Design, labor, overhead, mobilization and other relevant costs should be included.

7. **Integrated Resource Plan Compatibility**

While Northglenn works with a selected consulting firm on the ASR Feasibility Study, the City will simultaneously be working with a separate consulting firm to update Northglenn's Integrated Resources Plan (IRP) to plan for future water supply and demand. Because the feasibility of aquifer storage and recovery may play a key role in the integrated resources planning process it is imperative that staff working on both of these projects communicate about the progress and findings of each investigation. In order to ensure that the findings of the ASR Feasibility Study are effectively incorporated in Northglenn's IRP the firm selected to perform the ASR Feasibility Study will need to regularly update and communicate with the firm selected to update Northglenn's IRP.

Deliverable: Ongoing communication with consulting firm selected to perform Northglenn's IRP throughout the duration of the feasibility study. Memorandum in electronic format describing how aquifer storage and recovery could be incorporated in Northglenn's integrated resource planning.

8. **Pilot Study – Scope of Work**

If by the conclusion of tasks 1 – 7, an ASR program is deemed feasible and cost effective by Northglenn staff, the final component of this project will be to develop a scope of work to begin an ASR Pilot Study. The scope of work should be designed so that upon completion of the outlined ASR Pilot Study, construction and implementation of an ASR program could be initiated. Steps currently envisioned for a pilot study include:

- Water quality testing
- Operational procedures and maintenance program design

- Site selection and/or acquisition
- Permitting and other approvals
- Well design and construction
- Initial well operation, testing, and monitoring

Deliverable: Technical report in electronic format describing the scope of work for an ASR Pilot Study.

Project Schedule

Project milestones are tentatively scheduled as follows.

- May 2019 – Completion of Work Plan (Task 1)
- September 2019 – Completion of Tasks 2 – 8
- November 2019 – Completion of Pilot Study Scope of Work (Task 9) and Feasibility Study

F. Response/Submittal Format

The consultant shall submit three (3) hard copies of the **Request for Proposals (RFP)** submittal and an electronic copy (pdf) on flash drive or CD-ROM. The RFP submittal is not intended to be an expansive or elaborate document, but it should be thoughtfully composed and easy to understand. The body of the response shall be no longer than fifteen (15) pages, not including cover letter, and resumes – included in an appendix. The consultant’s general Statement of Qualifications shall also be included as an appendix. The review of the RFP shall be in accordance with Northglenn Municipal Code – Chapter 6/Article 5/Section 8.

The consultant shall address each of the following components:

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

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

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

RATE SCHEDULE – Include a 2018 fee schedule that will be applicable to all charges (time, material, overhead, and mark-up).

G. Selection Process

Review of Submittals:

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

Qualifying Finalists:

RFP submittals will be evaluated qualitatively on responsiveness, professional experience, the reference project and the information gained through project reference, resource availability.



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
or
www.govbids.com

CONTACT: _____

EMAIL: _____

PHONE: _____

Bidding instructions and drawings are available at the Rocky Mountain E-Purchasing website at: <http://govbids.com/scripts/co1/public/home1.asp>.

**MANDATORY
PREBID CONFERENCE:** _____

DATE & TIME: _____ at _____

LOCATION: _____

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions, requirements, and instructions of this bid as stated or implied, (3) the vendor warrants that he/she is familiar with all provisions of the contract documents and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (4) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (5) that the vendor listed on the bid submission must match all contract and insurance documents submitted upon award.

PRINT OR TYPE YOUR INFORMATION

Company _____ Fax Number _____

Address _____ City, State Zip _____

Contact Person _____ Title _____

Email _____ Phone _____

Signature _____

Print name _____

INSTRUCTIONS TO BIDDERS

1. **PROPOSAL NO:** _____

2. **PROPOSAL TITLE:** _____

3. **PURPOSE OF SOLICITATION:**

4. **SCHEDULE OF ACTIVITIES:** The following schedule of activities delineates the timing of the solicitation and the estimated project schedule. These dates may be subject to change at the City's discretion.

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

5. **INTERPRETATION OF DOCUMENTS AND SPECIFICATIONS:** Wherever the word "contract" appears, it shall be held to include all the documents as listed. No less than all of the parts of the contract documents shall constitute the formal contract. If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of specifications, schedules, or information sheets or the proposed contract documents, he may submit to the project manager a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by an addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any explanation or interpretation of such documents which anyone presumes to make on behalf of the City.

6. **TERMS AND CONDITIONS:** As set forth in the contract agreements and any supplemental, the following terms and conditions will apply to this Request for Proposal, each vendor's proposal and to the negotiations, if any, of any said contract. Submission of a proposal in response to this RFP indicates the vendor's acceptance of the terms and conditions contained in this document and the contract.

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

8. **WITHDRAWAL:** A vendor may withdraw his proposal at any time prior to the expiration of the final date and

time set for receipt of bids. Withdrawal notification must be in written form, and must be received in the Offices of the City Clerk prior to the closing date and time.

9. IRREVOCABILITY: Following the time of closing, all bids will become irrevocable offers to the City and will remain as such until 90 days from date of submission. By submission of a bid, the vendor agrees to enter into a contract. In addition all quoted prices will be firm and valid up to 90 days from date of submission. The City may, in its sole discretion, release any proposal and return any bonds if applicable prior to the 90 days.

10. LATE PROPOSALS: Any proposal received after the Final date and time for receipt of proposal will not be accepted and will be unopened and discarded without being considered.

11. SIGNATURES OF VENDORS: Each vendor shall sign his proposal, using his legal signature and giving his full business address. The person signing the proposal must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A proposal by a person who affixes to his signature the word, "President", "Secretary", "Agent" or other designation without disclosing his principal, may be held to be a proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Bids submitted electronically are to be typed in lieu of written signature (see the cover letter).

12. OPEN RECORDS ACT: Notwithstanding any language contained in a proposal to the contrary, all proposals submitted to the City become the property of the City. Any information considered proprietary should be marked by the vendor and as such and will be kept confidential to the extent provided by law.

13. SALES TAX: Vendors shall not include federal, state, or local excise, sales or use taxes in prices offered, as the City is exempt from payment of such taxes.

14. MISTAKES IN BIDDING INSTRUCTIONS: If the City makes a mistake in drafting the bidding instructions or any other contract documents, the City reserves the right to reject any or all bids, or to require that vendors submit an alternate proposal with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the vendor has already been selected and has started performing work under the contract, and the City then discovers a mistake in the contract documents for which the City is responsible, the City may opt to reform the contract. If the mistake causes the vendor to receive compensation for materials not used in the work or for labor that would not be required for the work, the contract price shall be decreased proportionally. If the mistake causes the vendor to fail to bid on work which must be performed in order to properly complete the contract, the City may increase the contract price to equal the proportionate increase in the cost of required materials and labor caused to the vendor. In the alternative, the City may solicit bids for such additional work, or the City may reassign such additional work to another vendor, as the City deems appropriate. Nothing in this provision shall apply to mistakes made by the vendor in completing the proposal form or in performing the contract.

15. ACCEPTANCE OF PROPOSAL: It is expressly understood and agreed that the City reserves the right to reject any or all bids, to waive formalities, and accept the proposal which appears to be in the City's best interest.

16. APPEAL OF AWARD: Solicitations will be awarded based on multiple criteria, price being just one of the conditions. Vendors can review the solicitation's special terms and conditions for information on evaluation criteria. Vendors may appeal the award decision by submitting, in writing, to the City of Northglenn, a request for reconsideration within 7 calendar days after the posting of the Notice of Intent to Award, provided that the appeal is sought by the vendor prior to the City finalizing a contract with the selected vendor. Vendors who were deemed non-responsive are ineligible to participate in the appeal process.

- 17. DEFENSE OF SUITS:** In case any action at law or suit in equity is brought against the City, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the vendor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of the contract, the vendor shall indemnify and save harmless the City, officers, employees, and agents of the City, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.
- 18. CONTRACT NEGOTIATIONS:** If the City decides to proceed and to negotiate a contract, the City intends to provide written notification to the vendor whose proposal is deemed by the City to be in the best interests of the City and the City will attempt to negotiate a contract with the selected vendor(s) on terms and conditions stated in this RFP or in the successful vendor's bid, but shall also include terms and conditions later negotiated. If the City and the successful vendor are unable to execute a contract and the vendor has been notified that it is the successful vendor then the City may cease all discussions with the (first) successful vendor without any further obligation to that vendor and select another (second) vendor as the successful vendor. If the (second) vendor is rejected, as per the terms above, then the City, without any further obligation to that vendor, may select another (third) vendor as the successful vendor and so on, or the City reserves the right to reject all proposals and re-bid.
- 19. OPENING OF PROPOSALS:** The City reserves the right to open Proposals received in response to this RFP, privately and unannounced, after the closing date and time.
- 20. EXTENSION OF TIME:** No time extensions are being considered at this time; however, should the City extend this proposal, all vendors will be given the same considerations.

PROPOSAL FORM

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

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

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

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

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

BIDDER hereby agrees to commence **WORK** under this contract on or before a date to be specified in the

NOTICE TO PROCEED and to fully complete the **PROJECT** as indicated in the General Conditions.

BIDDER acknowledges receipt of the following **ADDENDUM:**

*Insert "a corporation", "a partnership", or "an individual" as applicable.

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

1. _____ Email: _____

2. _____ Email: _____

3. _____ Email: _____

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

1. _____ Phone: _____

Email: _____

2. _____ Phone: _____

Email: _____

3. _____ Phone: _____

Email: _____

Respectfully
submitted,

(Seal, if Proposal is by a
Corporation)

Signature

Address

Title

Date

License Number
(If Applicable Signature)

Phone Number

Attest

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS:

A. The City requires professional services.

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

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

I. SCOPE OF SERVICES

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

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

IV. COMPENSATION

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

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

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

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

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

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

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

V. COMMENCEMENT AND COMPLETION OF WORK

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

VI. CHANGES IN SCOPE OF SERVICES

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

VII. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VIII. ILLEGAL ALIENS

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

B. Prohibited Acts. Consultant shall not:

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

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

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

- b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that

Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

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

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

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

IX. INDEMNIFICATION

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

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

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

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

alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

X. INSURANCE

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

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

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

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

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

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

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

City of Northglenn
Attn:

11701 Community Center Drive
Northglenn, Colorado 80233-8061

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

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

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

XI. NON-ASSIGNABILITY

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

XII. TERMINATION

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

XIII. CONFLICT OF INTEREST

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

XIV. VENUE

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

XV. INDEPENDENT CONTRACTOR

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

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

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

XVIII. SUBJECT TO ANNUAL APPROPRIATION

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

XIX. NOTICE

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

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

Consultant: _____

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

CITY OF NORTHGLENN, COLORADO

By: _____

ATTEST:

Print Name

Johanna Small, CMC
City Clerk

Date

Title

Date

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

Date

CONSULTANT:

By: _____

ATTEST:

Print Name

By: _____

Title

Date

Print Name

Title

Date

City's Project Manager

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

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

FROM: _____
(Prospective *Consultant*)

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

Project Name _____

Bid Number _____ Project No. _____

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

Executed this _____ day of _____, _____.

Prospective Consultant _____

By: _____

Title: _____

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am an owner/member/shareholder of _____, a _____ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, _____, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- o A valid Colorado Driver's license or a Colorado identification card*
- o A United States military card or a military dependent's identification card*
- o A United States Coast Guard Merchant Mariner card*
- o A Native American tribal document or*
- o In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- o Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the consultant's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Signature

Date

**ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION for
the NO EMPLOYEE AFFIDAVIT**

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

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

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

AND

Documents that Serve to Prove Identification:

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

LISTS OF ACCEPTABLE DOCUMENTS
All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> 1. U.S. Passport or U.S. Passport Card 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 4. Employment Authorization Document that contains a photograph (Form I-766) 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <ol style="list-style-type: none"> a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: <ol style="list-style-type: none"> (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI 	OR	<ol style="list-style-type: none"> 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority <p align="center">For persons under age 18 who are unable to present a document listed above:</p> <ol style="list-style-type: none"> 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record 	AND	<ol style="list-style-type: none"> 1. A Social Security Account Number card, unless the card includes one of the following restrictions: <ol style="list-style-type: none"> (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION 2. Certification of Birth Abroad issued by the Department of State (Form FS-545) 3. Certification of Report of Birth issued by the Department of State (Form DS-1350) 4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal 5. Native American tribal document 6. U.S. Citizen ID Card (Form I-197) 7. Identification Card for Use of Resident Citizen in the United States (Form I-179) 8. Employment authorization document issued by the Department of Homeland Security

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274).

Refer to Section 2 of the instructions, titled "Employer or Authorized Representative Review and Verification," for more information about acceptable receipts.



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

NOTICE OF AWARD

TO: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

PROJECT MANAGER: _____

The **City of Northglenn (CITY)** has considered the PROPOSAL submitted by you for the above described work in response to its Request For Proposal dated _____ and Instructions to Bidders.

You are hereby notified that your PROPOSAL has been accepted for items in the amount of _____, and two executed Agreements were presented to the Northglenn City _____.

You are required by the Instructions to Bidders to furnish the required Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

You are required to return an acknowledged copy of this NOTICE OF AWARD to CITY at the attention of the Engineering Department.

Dated this _____ day of _____, 20____.

CITY of Northglenn, Colorado

By _____

Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged:

CONSULTANT:

(Name of Firm/Consultant)

By _____

Name _____
(Please Type or Print)

Title _____

Consultant:

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



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

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

PROJECT MANAGER: _____

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

CITY of Northglenn, Colorado

By _____

Name _____

Title _____

ACCEPTANCE OF NOTICE

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

CONSULTANT:

(Name of Firm/Consultant)

By _____

Name _____
(Please Type or Print)

Title _____

Return one signed original
Notice To Proceed to:

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