



**REQUEST FOR QUALIFICATIONS**

**RFQ-JN-15-25**

**Submittal Due Date: THURSDAY, OCTOBER 1, 2015 BY 4:00 PM our clock**

**PROSPECT PARK RENOVATION:  
DESIGN DEVELOPMENT SERVICES**

**SEALED SUBMITTALS MUST BE MAILED OR DELIVERED TO:**

City of Wheat Ridge Municipal Building  
Attention: Jennifer Nellis, CPPB  
**BID** - Purchasing & Contracting Division  
7500 W 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033  
Phone: 303-235-2811 Fax: 303-234-5924

**DOCUMENTS PREPARED BY:**  
PARKS & RECREATION DEPARTMENT  
Parks, Forestry and Open Space Division  
PURCHASING & CONTRACTING DIVISION

**IMPORTANT: PLEASE READ ENTIRE DOCUMENT**  
Per the attached specifications, terms and conditions.

**PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT**

**CITY OF WHEAT RIDGE  
ADVERTISEMENT  
RFQ-JN-15-25  
PROSPECT PARK RENOVATION:  
DESIGN DEVELOPMENT SERVICES**

**Project Overview/Scope:** The City of Wheat Ridge Parks & Recreation Department seeks a qualified landscape architecture firm to provide professional design services for the preparation of park renovation plans for Prospect Park located at 11300 West 44<sup>th</sup> Avenue, a 27 acre community park. Scope of Work shall include concept/master plan, schematic design, design development, construction budget and construction documents.

**Point of Contact:** Jennifer Nellis, Purchasing Agent, [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us) or phone 303-235-2811. Do not contact the requesting department or the evaluation committee.

**Due Date for Questions:** Noon, September 24, 2015 by email to [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us)

**Minimum Requirements:** Awarded design professional must have a valid City of Wheat Ridge Business/Use Tax license(s) prior to starting the project. This project requires compliance with the "Illegal Alien" Provisions of CRS8-17.5-101, as well as insurance coverage. Minimum requirements for this project include management and execution of projects of similar scope and complexity, including ability to complete a CLOMR and LOMR, if required, as portions of the site are located in the flood plain. Interested firms shall have been in business in the Denver area for a minimum of two (2) years.

**Disadvantaged Business Enterprises:** Disadvantaged business enterprises are afforded full opportunity to submit qualifications and will not be discriminated against on the grounds of race, color or national origin in consideration for award.

**Qualification Submittals Due:** THURSDAY, OCTOBER 1, 2015 BY 4:00 PM OUR CLOCK. THERE IS NO PUBLIC OPENING. It is the responsibility of the proposer to ensure the qualifications submittal is received in the Purchasing Office on or before the due date and time.

**Submit to:** City of Wheat Ridge Municipal Building, **BID** - Purchasing & Contracting Division  
Attn: Jennifer Nellis, CPPB  
7500 W 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033

**The City only accepts submittals in hard copy format. Fax, email or other electronic means are not acceptable.** Sealed submittals must include: (1) marked "Original" and (4) copies for a total of 5 complete sets.

**Mark Envelopes:** RFQ-JN-15-25 PROSPECT PARK RENOVATION: DESIGN DEVELOPMENT SERVICES

**Comments:** All submittals must be sealed and shall be validated. No submittals will be accepted after the due date and time, regardless of postmark. Submittals received after the due opening time will be filed unopened. The City of Wheat Ridge reserves the right to shortlist firms that it deems are in the best interest of the City based solely on qualifications.

**RFQ Documents:** Available on the RMEPS a division of BIDNET [www.govbids.com](http://www.govbids.com) or call 1-800-677-1997 x 214 or visit the City Website for project documents and updates: [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us)

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Jennifer Nellis, Purchasing Agent

**Publish Dates:**

Daily Journal    September 14 & 21, 2015

RMEPS/City website    September 14, 2015

**RFQ-JN-15-25**  
**PROPOSAL REQUIREMENTS/SELECTION CRITERIA**  
**PROSPECT PARK RENOVATION**  
**DESIGN DEVELOPMENT SERVICES**

**I. INTRODUCTION**

**A. General**

The City of Wheat Ridge (the "City") is located in the northwest area of Denver metropolitan area just west of downtown Denver. The City's area consists of about nine square miles of rolling land adjacent to Interstate 70 transportation corridor between Denver and the Rocky Mountains. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 31,000 residents. The City is a home-rule municipality with eight council members, city manager, and mayor form of government.

**B. Background**

Prospect Park, a 27 acre community park located at 11300 West 44<sup>th</sup> Avenue, is a heavily used facility within the City's park system. The park is adjacent to the Wheat Ridge Greenbelt and Clear Creek Trail. Current amenities on site include a single tennis court, two softballs fields, a football field, lake, large picnic shelter, playground and trailhead parking. There is an additional area to the west of the lake that is not included in the scope of the renovation.

The Prospect Park renovation project will allow for improvement to the park, its amenities and utilities, including the addition of pickle-ball courts, little league storage buildings, a new pavilion, improved athletic fields, improved drainage, new irrigation system and addition of a playing field on a site that is adjacent to the park and is currently a vacant lot referred to as the Lovejoy Property. The Lovejoy property project will create a new full size football or soccer field with the entire property to be irrigated blue grass. This configuration will eliminate overlapping usage of fields, increase playability, reduce usage scheduling conflicts and minimize field downtime due to maintenance. Portions of the site are located in the flood plain.

The project impacts are large as the construction timing will affect the scheduling of all the baseball games at Prospect Park occurring in the fall of 2016. The Parks and Recreation Department has requested approval of up to a \$700,000 construction budget, including contingencies, for 2016.

**C. Objectives**

The purpose of this RFQ is to contract with one qualified firm with experience in designing parks, particularly in a retrofit environment, with expertise in flood plain issues related to landscape architecture. Ability to complete a CLOMR and LOMR may be required. The awarded firm shall provide professional services related to the preparation of renovation concept plans and construction documents for this project. The City anticipates making an award of a performance based design contract in mid-late October 2015. Design development work shall begin immediately in the fall of 2015.

**II. STATEMENT OF WORK**

**PRIORITY OF SCOPE-**

Due to the existing heavy usage at Prospect Park and the current field/drainage conditions we feel the renovation of the existing athletic fields should be a first priority. This renovation will result in higher quality fields; guaranty the continued use of Prospect Park play fields at current and possibly increased usage levels and at the same time reducing maintenance and field down time to repair wet turf/low spot damage. During the Lovejoy first phase all undergrounding and utilities will need to be installed on the Prospect side to allow for the future integration of the Lovejoy property into Prospect Park and the field construction.

The second priority would be the conversion of Lovejoy to a football field. Moving the football field off of Prospect to Lovejoy would permit for single use of fields eliminating over usage, usage conflicts caused by seasonal overlaps and field specific maintenance. This will also give Athletics/Parks an option to rotate field usage if needed.

The final priority would include the renovation of the 44<sup>th</sup> Ave. frontage of the park upper restroom and a new pavilion located at the south parking area. The demolition of the Berbert House will resolve the usage issue of the building and trigger the addition of new little league storage buildings. As part of this renovation to enhance the Park new landscaping, a new shelter, existing restroom and restroom renovation could be done to update the facilities and increase ADA compliance. Demolition of the Berbert House must first be approved by a super majority vote by City Council.

### **SCOPE OF WORK- (See additional pdf images for flood plain and aerial views, Exhibits 1 and 2)**

#### **PROSPECT PARK RENOVATION-**

Any renovations to either property are to be designed and constructed in accordance with flood plain regulations and coordination with the City of Wheat Ridge Engineering Division. CLOMR and/or LOMR may be required.

1. Grade entire area to eliminate low spots and standing water. Grade to drain water off fields to South and or East.
2. Install new drainage system for North and South Prospect Softball fields. Existing grass areas are specifically the major problem with wet areas and standing water.
3. Sod with approved blue grass sod.
4. New complete irrigation system on athletic fields including-
  - Rainbird two inch scrubber valves
  - Hunter I-40 rotor heads
  - Heads along infield to be rated for dirt/ sand contact.
  - Rainbird quick coupler valves
  - Hunter brand controllers with remote control operation. Replace all existing controllers.
  - New Rainbird remote control (2 Units) controllers
5. Install six foot chain-link outfield fence with protective top cap on north field.
6. Install 6 foot chain-link along Prospect south third base to help delineate crusher fine path from Prospect parking to Lovejoy.
7. Renovate North and South backstops and dugouts to achieve ADA access/ usage to both dugouts and fields.
8. The Flood Plain will dictate construction within its boundaries including but not limited to: Fencing, goals, retaining walls, structures and any grading especially fill grading.

#### **LOVEJOY PROPERTY/ NEW ATHLETIC FIELD**

Any renovations to either property are to be designed and constructed in accordance with flood plain regulations and coordination with the City of Wheat Ridge Engineering Division. CLOMR and/or LOMR may be required.

- Project to include all demolition, haul off, grubbing, earthwork and disposal of dirt/material
- New irrigation system at Lovejoy expansion to be tied to Prospect new system and connection made to new Prospect controllers.
- Field to drain to the South to include underground passive drainage system to reduce surface water.
- Between softball fields Install 10 foot wide stabilized crusher fine granite path(s) from Prospect Park lower parking lot into Lovejoy. Concrete is also an option.
  1. Sleeves installed under all paths/walkways for all irrigation and drains.
- Renovate the existing maintenance entrance on 43<sup>rd</sup> to include fence, gate striping and no parking/maintenance entrance only signage.

- Replacement the existing 4 foot tall wire fence on the east side of the property with new fencing as per flood plain regulations.
- Underground of existing ditch in Lovejoy. Install of 24" PVC, tie into to existing Parkside Place ditch, minimum of three cleanouts/boxes in existing ditch lateral and extend to area south of property allowing pipe to daylight in Greenbelt.
- The install of new goal posts and goal post net/poles with removable nets specify type on North and South end along with lockable heavy duty on site storage for nets.
- Fine grading, fertilizing and install of specified bluegrass sod on entire property. Transition into existing private properties to the North and East. Leaving existing North fence intact.

## DEMOLITION OF BERBERT HOUSE AND SITE RENOVATION

- Demolish Berbert House (subject to super majority approval by City Council)
  1. Utilities cap or relocation as needed.
  2. Restore area to existing grade and landscape

## GENERAL RENOVATION OF PARK AND AMENITIES

- Renovate 44<sup>th</sup> Ave. frontage/ former Berbert House area to open park and encourage access to and from 44<sup>th</sup> Ave. to include:
  1. ADA accessible shelter -match shelter to bathroom and garage
  2. Irrigation/landscape
  3. Tables
  4. Grill
  5. Flatwork
  6. Sidewalks
  7. Plantings tree and flower/shrub bed
  8. ADA parking spaces and signage
- Renovate or replace existing restroom bring to ADA compliance, optimize storage and unused space
  1. Interior walls, doors, stalls
  2. Toilets and sinks
  3. Exterior doors and closers
  4. Lighting
  5. Renovate inside storage
  6. Exterior facade update to match shelter and garage
  7. Confirm viability of existing sewer and water
  8. Possible addition of full time portable restroom shelter
- Repair all poor quality asphalt parking and drive areas asphalt and crack seal
- Replace all existing wood estate fence with new off the shelf material estate fence or another type of fence as per flood plain regulations
- Renovate existing Berbert garage
  1. Interior stairs/framing
  2. Lighting
  3. New garage door with exterior access and remotes
  4. Possible heat- run gas from Berbert House
  5. Insulation of exterior/attic if heated
  6. Exterior façade to match upper restroom and shelter
  7. Upgrade power to garage from Berbert House
- Add little league storage building(s)
  1. Add power from Berbert House to light/power for storage buildings

2. Incorporate location into front of Park or possibly in batting cage area
  3. If located in batting cage area, remove and restore area with fines and install electrical
  4. Possible concrete flatwork under storage buildings if by Park Side drainage issues.
  5. Match facade to restroom, new shelter and garage.
- Renovate existing player dugouts to current ADA standards
    1. Improve/change access to (4) dugouts
    2. Improve dugouts (4) including interior ADA movement and seating, entrances/exits and fencing
  - Determine batting cage usage and renovate
    1. Renovate batting cage.
    2. Renovate batting cage in a lesser version and or remove
    3. Possibly add little league storage building in this area with power and lights
  - Renovation of unused land west of tennis court to Pickleball courts
    1. Build up to four pickle ball court with nets and regulation surface to include perimeter fence 10' and separation court 6' fencing
    2. Possible small picnic and or bench area with small shade shelter
    3. ADA parking spot(s) and ADA access to Pickleball area
    4. Renovate remaining area possible landscaped with sod and new irrigation.
    5. Pickleball signage
    6. Lighting of all courts including tennis court
    7. Renovate and tie existing tennis court into all courts
  - Replacement of existing pavilion
    1. Include in design ADA access and interior movement
    2. Incorporate in design ADA and goose proof accesses
    3. Incorporate in design of Pavilion bird/swallow nesting resistance
    4. Incorporate in design upgraded power system including pavilion lighting
    5. Discuss smaller Pavilion option and impact on usage
    6. Improve access to and from pavilion to restroom ADA
    7. Improvements to adjacent landscape and irrigation due to pavilion construction
    8. Information Kiosk addition
    9. New pavilion in same general area but located away from parking area and placed into grass area with ADA access
  - Possible renovation of existing concrete and goals (multi use basketball court)

## PROPOSED SCHEDULE

Award full design development contract to vendor in the fall of 2015.

Concept / master plan, survey and schematic design, budget, design development and construction documents (deliverables) completed and accepted by May 1, 2016. Preliminary schedule for this work is required with qualification submittals.

Construction contract bidding and award in May / June of 2016.

Construction begins July 1, 2016.

## III. SELECTION PROCESS AND EVALUATION CRITERIA

The selection committee may make a selection based on the qualification submittals received or may choose to "short list" prospective firms for further negotiations. The selection process may involve two stages:

- 1) written submittals will be evaluated and scored,
- 2) oral interviews with the highest-ranking firms, if requested, and considering preliminary schedules.

The City will attempt to negotiate a contract with the highest ranked firm following the interview stage.

Elements that will be considered by the panel when scoring your submittal:

## **A. Submittal Requirements**

### **Submittal Due Date: October 1, 2015 by 4:00 PM (Local Time)**

Firms are scored on their past experience for the type of work involved and their ability to address issues critical to the success of the project requirements. **Firms are not to submit fee proposals in their initial submittal.**

Submittals should be formatted to correspond exactly to the following information requirements. Clear and concise responses are appreciated. The total all-inclusive page limit is 75 pages letter size.

If you would like to incorporate the City marketing logo or City seal on your information, please contact Jayme McRimmon via email: [jmcrimmo@ci.wheatridge.co.us](mailto:jmcrimmo@ci.wheatridge.co.us).

The awarded firm must be willing to enter into an Agreement with the City of Wheat Ridge substantially in the form as attached. Submitting firms must indicate any exceptions they take to the schedule and any terms and conditions in the Sample Agreement, including the General, or Supplementary Conditions in their Request for Qualifications submittal. The City, at their sole option, may accept or reject any proposed changes to the terms and conditions and also reserves the right to negotiate final contract terms and conditions which may differ from those contained in the Sample Agreement, General, or Supplementary Conditions.

Submit the following information in your proposal in this order, and follow the evaluation criteria listed below:

#### **Signature Page, Forms, Insurance Requirements**

- a Complete and sign, "Proposer Information and Addendum Acknowledgement" aka Signature Page
- b Illegal Alien Form
- c Non-Discrimination Assurance Form
- d Provide a statement agreeing to provide and maintain insurance per the agreement requirements

## **B. Selection Process**

1. Screening Panel/Short List: Written submittals will be reviewed and scored and a short-list may be developed. Firms are not to submit fee proposals in their initial submittal.

### **A. Qualifications of the Firm (25%)**

- A.1 Include information on firm size, number of employees, years in business, location of working office and assurance of your financial stability.
- A.2 References: Include the name, current phone number and email of the owner's project manager for each project you have listed of similar size and scope. Provide total dollar amount, a brief summary of the work and dates of work performed. List any sub-consultants you may have used.
- A.3 Include any supplemental references or supplemental qualifications that may attest to your firm's current ability to provide the required services.
- A.4 Demonstrate experience in overseeing and coordinating multiple concurrent projects.
- A.5 Describe experience with projects for public clients. State your familiarity with governmental decision-making and review process.
- A.6 Indicate familiarity with the project area and local construction market.
- A.7 Provide a "Litigation Statement" of: No, Yes, or Pending litigation on any projects in the last five (5) years. If yes, explain.
- A.8 Provide a statement agreeing to provide and maintain insurance per the agreement requirements.

### **B. Experience of Staff and Team (30%)**

- B.1 Identify the proposed project manager, key staff, and any sub-consultants; and their roles.
- B.2 Present a brief discussion regarding the experience and qualifications of the team working on similar projects together.
- B.3 Unique knowledge of key team members relating to this project.

- B.4 Describe individual experiences with the City or other government agencies.
- B.5 Describe experience and qualifications of staff responsible for CLOMR and LOMR. Site specific examples.

**C. Approach (30%)**

- C.1 Submit a preliminary schedule documenting proposed deliverable objectives.
- C.2 Detail your approach to manage the work to meet deadlines or an expedited schedule.
- C.3 Identify any foreseeable problems in the implementation of the reconstruction project.
- C.4 Describe how the objectives identified will be achieved.
- C.5 Demonstrate your understanding of the technical requirements.
- C.6 Provide a list of what portion of the work, if any, will be subcontracted.
- C.7 Provide samples of items similar to those requested in this RFQ, produced by the proposing firm.
- C.8 Describe your customer service philosophy and approach towards client communication and reporting.
- C.9 Discuss quality control methodology: adhere to state and local procedures, construction documentation coordination and completion, and ensure construction quality.
- C.10 Discuss cost control methodology:
  - estimates of probable cost within owner's established budget
  - coordination of value engineering activities

**D. Current Workload and Location (15%)**

- D.1 Provide information on current and projected workload for 2015 and 2016 and how this project will be accomplished.
- D.2 Demonstrate ability to manage the required work to meet the anticipated schedule and final construction documents accepted by May 1, 2016.
- D.3 Describe where the program manager and any key team members will do the key work elements of this project (proximity of firm's offices may affect coordination with City's project manager and the project location).

- 2. Oral Interviews: The City reserves the option to enter negotiations with the top-ranked firm/team following the qualifications submittal review, without conducting interviews, if in the best interest of the City. However, it is anticipated that oral interviews will be conducted with no more than three firms on October 10, 2015.

Firms will be notified in writing of the short list. Key personnel from the firm who will be directly involved with the project should attend the interview. The interview panel will, in particular, be interested in knowing more about previous experiences, meeting deadlines, project approach, and in conversing with the individuals who will act as the primary contacts. Be prepared to present and leave behind a preliminary project schedule. The short-listed firms will be ranked after interviews are conducted; the preliminary schedule will be included in the evaluation criteria. (See below.)

**Qualifications (20%)**

**Experience (25%)**

**Approach, Timelines and Current Workload (30%)**

**Preliminary Schedule and Location (20%)**

**Miscellaneous (5%)**

- 3. Scope and Fee Proposals and Final Selection: At the time of the Oral Interviews, the City requests a detailed scope and fee proposal in a sealed envelope from the firms that have been short listed and will attempt to negotiate a contract with the number one ranked firm following the interview stage. If an agreement is not successfully negotiated with the highest ranked firm, the second ranked firm will be contacted, and the negotiation process will continue in such manner until an award is made or the negotiations are terminated. We do recognize the tight timeline between the interview and potential negotiation stages.

**V. ANTICIPATED SCHEDULE OF EVENTS**

All times are local and by our clock.

RFQ Issued & Advertised	September 14, 2015
Questions Due	By Noon, September 24, 2015
Final Addendum	September 28, 2015
Submittal Due Date and Time	Thursday, October 1, 2015 by 4 PM our clock
Short List	October 6, 2015
Interviews, Detailed Scope and Fee Proposal	October 9, 2015
Negotiation of Contract	Before October 16, 2015
Council Approval	October 26, 2015

**VI. ADMINISTRATIVE AND OFFEROR INFORMATION**

**1. SUBMITTAL OPENING, EVALUATION AND AWARD**

Only the names of each proposer will be read at the opening. Submittals will be examined after opening. Submittals will be evaluated on the basis of the evaluation criteria. The firm selected for the award will be chosen on the basis of qualifications and the apparent greatest benefit to the City and not necessarily on the basis of lowest price. The City reserves the right to make multiple awards if deemed in the best interest of the City. No submittal may be withdrawn for a period of ninety (90) calendar days of the RFQ opening date.

**2. SALES & USE TAXES**

Do not include sales or use taxes in your bid. Please contact the Sales Tax Division for current status related to sales and use taxes for City projects.

**3. PROPOSER QUALIFICATIONS**

No submittal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the City of Wheat Ridge, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City or that is deemed irresponsible or unreliable by the City. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid upon and that they have the necessary financial resources to provide the proposed supply/service called for as described in the attached Section II, Statement of Work.

**4. RIGHT TO INVESTIGATE**

The City reserves the right to investigate and confirm the proposer's financial responsibility. This may include financial statements, bank references and interviews with past consultants, employees and creditors. Unfavorable responses to these investigations are grounds for rejection of the submittal.

**5. NO COMMITMENT BY CITY OF WHEAT RIDGE**

This Request for Qualifications does not commit the City of Wheat Ridge to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a submittal to this Request, or to procure or contract for services or supplies. In acceptance of submittals, the City of Wheat Ridge reserves the right to negotiate further with one or more of the proposers as to any features of their submittals and to accept modifications of the work and price when such action will be in the best interest of the City. This includes solicitation of a best and final offer from one or more of the qualified proposers.

**6. PROPOSAL REPRESENTATION**

Each Proposer must sign the submittal with their usual signature and shall give their full business address on the form provided in this RFQ. Submittals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Submittals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

**7. ANTI COLLUSION CLAUSE**

No officer or employee of the City of Wheat Ridge, and no other public official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above

compliance request will be part of all City of Wheat Ridge contracts for this Service.

8. **INSURANCE**

The successful Proposer shall, during the term of this Agreement and until completion thereof, provide and maintain the following types and minimum insurance coverage as follows:

<u>Type of Insurance</u>	<u>Minimum Limits of Liability</u>
Standard Workers' Compensation Including Occupational Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado
Employer's Liability	\$500,000 each person; \$500,000 each accident; \$500,000 each disease
Comprehensive General Liability Insurance	\$250,000 each person; \$1,000,000 each occurrence
Professional Liability, Errors and Omissions	\$1,000,000 each occurrence

The successful Proposer shall affect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under this Agreement, successful Proposer shall deliver, to the City, Certificates of Insurance issued by the insurance company, and/or its duly authorized agents pertaining to the aforementioned insurance, and certifying that the policies stipulated above are in full force and effect.

All policies and/or Certificates of Insurance shall include the City of Wheat Ridge as an additional named insured, except for Workers Compensation and Professional Liability, Errors and Omissions.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

Workers' Compensation Insurance - The contractor shall provide workers' compensation insurance coverage for all persons employed to perform the work to be done under the contract and assure that all workers will receive the compensation for compensable injuries. A copy of the workers compensation policy is required to be submitted to the City as part of this Proposal.

Professional Liability Insurance - Evidence of Professional Liability Insurance will be required upon award of the project.

9. **LAWS AND REGULATIONS**

All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations shall apply to the award throughout and herein incorporated here by reference.

10. **SUBCONTRACTING**

No portion of this Work may be subcontracted without the prior written approval by the City.

11. **SALES PROHIBITED / CONFLICT OF INTEREST**

No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Wheat Ridge is prohibited.

12. **MODIFICATION OF AGREEMENT**

No modification of award shall be binding upon the City unless made in writing and signed by authorized

agents of both parties.

13. **CANCELLATION**

Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

14. **TERMINATION OF AWARD FOR CAUSE**

If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Proposer shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Agency, become its property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished.

Notwithstanding the above, the successful Proposer shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Proposer and the City may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the City from the successful Proposer is determined.

15. **TERMINATION OF AWARD FOR CONVENIENCE**

The City may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.

16. **EQUAL OPPORTUNITY**

The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

It shall be a condition that any company, firm or corporation supplying goods or services, must be in compliance with the appropriate areas of the Americans With Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans With Disabilities Act may be required, upon request, by the City.

17. **DISADVANTAGED BUSINESS ENTERPRISES**

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. As a recipient of Federal funds, subject to United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, the City of Wheat Ridge and its responsible agents, contractors and consultants assure that no person shall on the grounds of race, color or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21.

18. **COMMON LANGUAGE**

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender. The word "firm/bidder/proposer" means any person, partnership, corporation or other entity.

19. **PROPRIETARY INFORMATION**

The evaluation committee will hold information provided by Proposers during the RFQ process in confidence until the date of an award. After that date, submittals will become public record. Proposers may request parts of their submittals to remain confidential and shall indicate in the submittal and on the appropriate proprietary or financial pages. All information included in any submittal that is of a proprietary nature must be **clearly** marked as such. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the submitting firm.

20. **COMPETITIVENESS AND INTEGRITY**

The Purchasing Office maintains control of its internal and third party communications during the procurement process to prevent biased evaluations and compromises of confidential information and to preserve the competitiveness and integrity of such procurement efforts. Proposers should not disclose their pricing to any employees of the City other than the contact representative. Attempts by proposers to establish informal communication channels regarding this procurement will be viewed negatively and shall result in rejection of the offending firm's offer.

21. **SUBMITTAL FORMAT**

All responses to this Request For Qualifications shall use the respondent's format except for those pages, which have blanks to be filled in by the respondent or those pages marked for return with the submittal. A submittal can be rejected by the City if the firm fails to completely fill in all blanks for evaluation of the submittal or fails to answer all questions. Submittal should be prepared initially on the most favorable terms. All submittals shall be prepared in a comprehensive manner as to content; however, no necessity exists for expensive binders or promotional material. All costs, including travel and expenses incurred in the preparation of this submittal, shall be borne solely by the respondent.

22. **SUBMITTAL REJECTION AND/OR PARTIAL ACCEPTANCE**

The City reserves the right to:

- reject any and all submittals
- accept other than the lowest price
- waive minor defects or technicalities, formalities and informalities
- accept in whole or in part such submittal where it is deemed advisable
- make an award on the basis of the apparent greatest benefit to the City
- alter the scope of work reasonably and RFQ documents until a contract is executed

23. **GOVERNING LAW**

The laws of the State of Colorado shall govern any contract executed between the successful respondent and the City. Further, the place of performance and transaction of business shall be deemed to be in the County of Jefferson, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, Jefferson County, Colorado.

24. **TAXES AND LICENSES BY THE AWARDED CONTRACTOR/CONSULTANT**

Contractor/Consultant shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to work which it performs under this agreement and shall take out and keep current all required municipal, county, state or federal licenses required to perform this work. Contractor/Consultant shall furnish the City upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Contractor/Consultant shall promptly pay, when due, all bills, debts and obligations it incurs performing work under this agreement and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by the City.

25. **PROMPT PAYMENT DISCOUNTS**

In determining the most responsive priced fee proposal(s), the City will consider all acceptable proposals on a basis of the net price to be paid after deduction of the discount specified in the respective proposals. Prompt payment discounts allowing less than 10 days for the discount to apply shall not be considered as a cost factor in the evaluation of proposals. In connection with any prompt payment discount offered, time will be computed from date of receipt of a correct invoice to include the receipt and acceptance of performance.

26. **OWNERSHIP OF CONTRACT PRODUCTS**

All products produced from the awarded contract shall be the sole property of the City.

27. **FUNDING**

There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The Contractor/Consultant is specifically advised of this Section 2-4 of the Code of Laws. This Contract is specifically subject to the provisions of said Code Section. Funding of this contract for any time period after January 1 of the year succeeding the date of entry of this contract is expressly contingent upon appropriations being made by the City Council of the City of Wheat Ridge, Colorado. No promise, expressed or implied, is made that such funding will be approved by the City Council, acting in its legislative discretion.

28. **INDEMNIFICATION**

The Contractor/Consultant agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Contractor/Consultant to provide services pursuant to the terms of this Agreement.

29. **INDEPENDENT CONTRACTOR**

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

30. **DUE DILIGENCE**

Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. However the responsibility for determining the full extent to the exposure and the verification of all information shall rest solely with the respondent. The City is not responsible for any errors or omissions in the specification or for the failure on the part of the respondent in determining the full extent of exposure.

31. **DEBRIEFING**

Respondents not selected or placed on a short list may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's submittal upon receipt of notification that their firm was not selected or short listed. Firms that were on the short list but not selected may request a debriefing after they have been notified that another firm was selected. A debriefing may be scheduled with the Purchasing Agent.

32. **SECURITY ACCESS CARDS**

The City may issue security access cards to assigned workers. It will be the discretion of the City if the access cards are issued specifically for each worker or a guest card may be issued.

33. **SAMPLE AGREEMENT**

A sample agreement is provided for your review if your firm is awarded. Do not complete nor enclose with your submittal. It is for information only.

***THANK YOU FOR YOUR INTEREST IN DOING BUSINESS WITH THE CITY OF WHEAT RIDGE***

**CITY OF WHEAT RIDGE  
RFQ-JN-15-25  
PROSPECT PARK RENOVATION:  
DESIGN DEVELOPMENT SERVICES**

**PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT**

FEIN/SSN (Required) \_\_\_\_\_  
Federal I.D. Number

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_  
This is required. Must be in ink.

TYPED/PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_ EMAIL \_\_\_\_\_

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDUMS

**ACKNOWLEDGE ADDENDUM:** Bidder is responsible for confirming receipt of each addendum, please initial.

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_

INITIAL YOU REVIEWED EACH ADDENDUM FOR THIS PROJECT \_\_\_\_\_

VISA IS THE PREFERRED PAYMENT METHOD.

DO YOU ACCEPT VISA WITHOUT EXTRA FEES? \_\_\_\_\_

**POINT OF CONTACT:** Jennifer Nellis, Purchasing Agent, [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us) or fax 303-234-5924.

**DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE.**

Signature acknowledges that Proposer: 1) has read the bid documents thoroughly before submitting a proposal 2) will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions 3) is capable of performing quality work to achieve the City objectives and 4) is submitting without collusion with any other firm. You must submit a proposal with an authorized signature.

***Bidder must complete and SUBMIT this form with your bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.***

**CITY OF WHEAT RIDGE, CO  
CERTIFICATION STATEMENT FOR  
ILLEGAL ALIENS, COMPLIANCE TO HB 1343**

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq.
2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
3. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BID NUMBER: \_\_\_\_\_

FIRM: \_\_\_\_\_  
(Print Full Legal Name)

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ Date: \_\_\_\_\_

Attestation: (A corporate attestation is required.)

BY: \_\_\_\_\_  
Corporate Secretary or Equivalent

Place corporate seal here, if applicable

*Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.*

**CITY OF WHEAT RIDGE, CO**  
**NON-DISCRIMINATION ASSURANCE FORM**  
**TITLE VI REGULATIONS AT 49 CFR PART 21**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

The bidder, whose name and signature appear below, certifies and agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: \_\_\_\_\_  
(Print full legal name of company)

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date Certified and Agreed: \_\_\_\_\_

Attestation: (A corporate attestation is required)

Place corporate seal below:

BY: \_\_\_\_\_  
Corporate Secretary or Equivalent

***Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.***



**RFQ-JN-15-25  
PROSPECT PARK RENOVATION:  
DESIGN DEVELOPMENT SERVICES  
SAMPLE AGREEMENT, FOR YOUR REVIEW ONLY**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and **FIRM, CITY, STATE**, hereinafter referred to as the "Consultant or Contractor".

**WITNESSETH**, that the City of Wheat Ridge and the Consultant agree as follows:

**ARTICLE 1 – SERVICES**

The Consultant shall serve as the City's Contractor and provide as a minimum all of the professional services required as per **RFQ-JN-15-25 PROSPECT PARK RENOVATION – DESIGN DEVELOPMENT SERVICES**, as more fully described in the Request for Qualifications and Consultant's response to the RFQ (Exhibit I) (attached hereto and) incorporated herein by reference.

**ARTICLE 2 – TERM**

The work to be performed under this Agreement shall commence promptly after receipt of a fully executed copy of this Agreement to the extent that the Consultant has been authorized to proceed by the City.

Completion shall be within \_\_\_\_\_ ( ) **CALENDAR DAYS** or by \_\_\_\_\_.

The City may upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Consultant, if needed.

The City hereby agrees to pay the Consultant the amounts required for additional work as deemed necessary at the unit prices set forth in the Consultant's proposal, with a total contract amount not to exceed \_\_\_\_\_, (\$\_\_\_\_\_), in accordance to the provisions and subject to the conditions as set forth in this Agreement and the documents referred to above.

**ARTICLE 3 – PAYMENT AND FEE SCHEDULE**

It is understood and agreed by and between the parties hereto, that the City shall pay the Consultant for services rendered.

A. Invoices by Task

Invoices may be submitted monthly by the Consultant for services performed and expenses incurred pursuant to this Agreement during the prior month. The payment will be expedited by the User Department and processed as a VISA transaction within 2 business days of the City approval or the City may elect the alternative method of payment by the Treasurer's Office through proper accounting procedures. Payment is then made to the Contractor within thirty (30) days of the receipt. A check is mailed.

B. Funding

There is in effect within the City of Wheat Ridge, Colorado, a provision of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The contractor is specifically advised of the provisions of this portion of the Code of Laws of the City of Wheat Ridge, which was enacted pursuant to Ordinance 787, Series of 1989, and expressly incorporated herein. This contract is specifically subject to the provisions of said Ordinance and adopted Code Section.

**ARTICLE 4 – INDEPENDENT CONTRACTOR**

In performing the work under this Agreement, the Consultant acts as an independent contractor and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well as errors and omissions insurance. The Consultant, as an independent contractor, is obligated to pay federal and state income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents or servants of the City because of the performance of any work by this agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the Contractor, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE 5 – INSURANCE**

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the City and received approval thereof, a certificate of insurance showing compliance with the following minimum types and coverage of insurance.

Type of Insurance	Minimum Limits of Liability
Standard Workers' Compensation Including Occupational Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado
Employer's Liability	\$500,000 each person; \$500,000 each accident; \$500,000 each disease
Comprehensive General Liability Insurance	\$250,000 each person; \$1,000,000 each occurrence
Professional Liability, Errors and Omissions	\$1,000,000 each occurrence

All policies and/or Certificates of Insurance shall include the City of Wheat Ridge as an additional named insured, except for Workers Compensation and Professional Liability, Errors and Omissions.

Nothing herein shall be deemed or construed as a waiver of any of the protections to, which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

**ARTICLE 6 – INDEMNIFICATION**

The Contractor agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Contractor to provide services pursuant to the terms of this Agreement.

**ARTICLE 7 – CHANGE ORDERS OR EXTENSIONS**

The City may, from time to time, require changes in the scope of services of the Contractor to be performed herein. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the City and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the Request for Qualifications, or if no provision exists, pursuant to the terms of the Change Order.

**ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their age, race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship., The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 9 – CHARTER, LAWS AND ORDINANCES**

The Contractor at all times during the performance of this Agreement, agrees to strictly adhere to all applicable Federal, State and Local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this Agreement.

**ARTICLE 10 – LAW AND VENUE**

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

**ARTICLE 11 – TERMINATION**

The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions including but not limited to re-procurement costs, insufficient or improper work.

The City and the Contractor agree that this Agreement may be canceled for cause, by either party with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.

The City may terminate the Agreement for its convenience upon thirty (30) days written notice. In the event of such termination, the Contractor will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior to payment for services rendered.

**ARTICLE 12 – NOTICES**

	City	Contractor
Contact Name		
Phone		
Cell		
Email address		
Address		
City, State, Zip		

**ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS**

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the

requirements of this Agreement, and the Contractor is responsible for all subcontracting arrangements and the delivery of services as set forth in this Agreement. The Contractor shall be responsible for the performance of any sub-contractor.

#### **ARTICLE 14 – SEVERABILITY**

To the extent that the Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term or the same term upon subsequent breach.

#### **ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS**

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the Contractor.

#### **ARTICLE 16 – PROHIBITION ON EMPLOYING OR CONTRACTING WITH ILLEGAL ALIENS**

- A. The Contractor hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the "Programs") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. The Contractor has confirmed 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 or the Department Program.
- D. The Contractor is prohibited from using the Program's procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor 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.
- F. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

#### **ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES**

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Consultants shall insert this provision in all sub-contracts for any work covered by this Agreement, so that it shall be binding upon each sub-

consultant or sub-contractor providing labor or services.

**ARTICLE 18 – AUTHORIZATION**

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein and to perform the duties and obligations described herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in **two (2)** copies, each of which shall be deemed an original on the day and year first written above.

**ATTEST:**

**OWNER**

\_\_\_\_\_  
JANELLE SHAVER, CITY CLERK

CITY OF WHEAT RIDGE  
7500 W 29<sup>TH</sup> AVENUE  
WHEAT RIDGE, CO 80033  
303-234-5900

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JOYCE JAY, MAYOR

(Seal)

**CONTRACTOR**

**APPROVED AS TO FORM:**

FIRM  
ADDRESS  
CITY STATE

\_\_\_\_\_  
GERALD DAHL, CITY ATTORNEY

\_\_\_\_\_  
AUTHORIZED SIGNATURE

**ATTEST TO CONTRACTOR:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



