



**REQUEST FOR QUALIFICATIONS**

**RFQ-JN-18-27**

**Submittal Due Date: THURSDAY, DECEMBER 20, 2018  
BY 4:00 PM our clock**

**ENGINEERING CONSULTING SERVICES FOR  
38<sup>TH</sup> AVE. AND KIPLING INTERSECTION IMPROVEMENTS**

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

City of Wheat Ridge Municipal Building  
Attention: Jennifer Nellis, CPPB  
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:  
PUBLIC WORKS DEPARTMENT  
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-18-27  
38<sup>TH</sup> AVE. AND KIPLING INTERSECTION IMPROVEMENTS  
ENGINEERING CONSULTING SERVICES**

**Project Overview/Scope:** The City of Wheat Ridge Public Works Department seeks a qualified firm to provide professional engineering services for the preparation of construction plans to improve the capacity at the W 38<sup>th</sup> Avenue and Kipling Street Intersection. Scope of work shall include topographic survey, street, streetscape, and traffic signal design, storm sewer modifications, preparation of 60%, 90%, and 100% plans, bidding assistance, and preparation of estimated costs. The services are estimated to be between \$50,000 and \$100,000.

**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.

**Mandatory Pre-RFQ Meeting:** Friday, December 7, 2018 9:30 AM at the Municipal Building, 7500 W. 29<sup>th</sup> Ave., Wheat Ridge, CO 80033, PD Training Room on the second floor.

**Due Date for Questions:** Noon, Tuesday, December 11, 2018 by email to [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us)

**Minimum Requirements:** Awarded professional firm must have a valid City Business/Use Tax license(s) prior to starting the project. This project requires compliance with the "Illegal Alien" Provisions of CRS 8-17.5-101, as well as insurance coverage. Minimum requirements include management and execution of projects of similar scope and complexity with a minimum of 5 years experience. Interested firms shall have been in business in the Denver area for a minimum of two (2) years. The Consultant must be on CDOT's list of pre-qualified consultants prior to submitting the qualifications. For any questions regarding pre-qualification, call CDOT, 303-757-9354. Consultant and sub-consultants shall not be debarred from receiving Federal funds, as confirmed on [www.sam.gov](http://www.sam.gov).

**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, DECEMBER 20, 2018 BY 4:00 PM OUR CLOCK. THERE IS NO PUBLIC OPENING.** It is the responsibility of the offeror 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 (6) copies for a total of (7) complete sets.

**Mark Envelopes:** RFQ-JN-18-27 PROFESSIONAL CONSULTING SERVICES FOR 38<sup>TH</sup> AND KIPLING INTERSECTION IMPROVEMENTS

**Comments:** All submittals must be sealed and shall be validated. No submittals will be accepted after the due time, regardless of postmark. Submittals received after the due time will be filed unopened.

**RFQ Documents:** Available on the RMEPS a division of BIDNET [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com) or visit the City Website for project documents and updates: [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us).

**Publish Dates:**

Daily Journal                      November 26, 2018  
December 3, 2018

\_\_\_\_\_  
Jennifer Nellis, Purchasing Agent

RMEPS/City Website      November 26, 2018

**RFQ-JN-18-27**  
**SCOPE OF WORK AND SERVICES REQUIRED**  
**38<sup>TH</sup> AVE. AND KIPLING INTERSECTION IMPROVEMENTS**  
**ENGINEERING CONSULTING SERVICES**

**I. INTRODUCTION**

**A. General**

The City of Wheat Ridge (the “City”) is located in the northwest area of the Denver metropolitan area just west of downtown Denver. The City’s area consists of about nine square miles adjacent to the 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. Our governing body consists of eight Council members, Mayor, and City Manager.

**B. Background**

Recent and proposed redevelopment along W 38<sup>th</sup> Avenue on both sides of Kipling Street has changed the travel and access patterns near this intersection. Converting the eastbound and westbound single left turn lanes into double left turn lanes to shorten the queue lengths has been conceptually designed and evaluated in order to reduce potential conflicts at driveways on both sides of the intersection. The traffic signal will likely need to be replaced based on the proposed geometry

**C. Objective**

The purpose of this RFQ is to contract with one qualified firm experienced in designing streets, streetscape, traffic signals, drainage, and multi-modal infrastructure to provide engineering services to prepare construction documents. The firm needs to have expertise in transportation, urban design, and landscape architecture. The City anticipates making an award of a performance based contract in late February 2019.

**II. STATEMENT OF WORK**

The following professional services are anticipated to be required:

- A. Topographic Survey** – Collect field topography, existing surface features, and existing underground infrastructure of the project area including streets, side street approaches, sidewalks, lighting, traffic control devices, trees, landscaping, other miscellaneous structures, public and private utilities, and readily identifiable property corners.
- B. Geotechnical Analysis** – Collect geotechnical information to determine the existing pavement depth and to provide recommendations on pavement design.
- C. Construction Documents**
  - 1. Construction plans – Prepare construction plans based on conceptual designs previously prepared by the City. The construction plans will include the following elements:
    - a. Alignment – The alignment of the streets is not expected to significantly change from the conceptual streets design.
    - b. Profiles and cross-sections – The profiles and cross-sections will be set based on the existing elevations along the limits of construction since changes in those elevations are not expected prior to the project.
    - c. Storm sewer system – Modifications to the existing storm sewer system will need to be evaluated and designed, if modifications are necessary.
    - d. Utilities relocations – Coordinate utility relocations based on information provided by utility companies and marked in the field due to any impacts of the street reconstruction. Includes coordinating relocations with utility companies.
    - e. Signing and striping – Prepare signing and striping plans.
    - f. Streetscape elements – Prepare streetscape plans based on the guidance provided in the City’s Streetscape Design Manual and City details and standards.
    - g. Traffic Signal – Prepare traffic signal plans based on the CDOT standards.
    - h. Stormwater pollution management plan – A project specific SWMP will need to be developed.
    - i. Traffic control plans – Traffic control and construction phasing plans will need to be developed to maintain access to properties, both business and residential, throughout construction.
  - 2. Technical specifications – Prepare technical specifications based on the City’s project special provisions that modify the CDOT Standard Specifications.

3. Estimated Quantities – Obtain quantities and unit costs for the various project elements to assist City staff in preparation of cost estimates.
- D. Document Submittal** – This includes the preparation, submittal, and response to comments of the following review sets:
1. 60% review sets to the City and CDOT for preliminary review at an FIR meeting.
  2. 90% review sets to the City and CDOT for final review at an FOR meeting.
  3. 100% review sets to the City and CDOT to obtain clearances and include in the bid package.
- E. Permit Assistance** – Assist City staff in preparing applications for all required permits, including obtaining an environmental categorical exclusion.
- F. Bidding Assistance** – Limited bidding assistance will be required including the following:
1. Production of the electronic and paper copies of the plans and specifications for bidding purposes. The City will maintain and provide a plan holders’ list, prepare the advertisement for bids, submit to the required outlets, and distribute plans to prospective bidders.
  2. Respond to requests for information from bidders.
  3. Prepare documents for any addenda, if required. The City will distribute any addenda, if required.
- G. Public involvement** – Prepare documents and exhibits to support City staff in meeting with City Council and the public.
- H. Project Schedule** – Once the 60% review has been completed for each improvement, an aggressive schedule will be necessary to complete the plans and start construction. The City has a very unique provision in its Charter that requires City Council to designate the width of City streets. So whenever the width of street is proposed to change, the City Council must vote to designate the new street width. Construction must be started within one year of the new designation.
- I. Engineering Services During Construction** – Assist City staff with the following items:
1. Attend preconstruction conference.
  2. Prepare documents for change orders and other written directives, including responses to requests for information. City staff will issue the change orders and other written directives.
  3. Approve shop drawings, material list reports, and all information on material to be used for construction in accordance with the plans and specifications.
- J. Project Close-Out**
1. Obtain record information from field representatives.
  2. Prepare record drawings.

### III. General Requirements

The following general requirements will be necessary to provide the services required for these projects:

#### A. Document Format Requirements and Document Control

All documentation prepared by the Consultant shall be in written text to include, but not be limited to, reports, manuals, plans, correspondence, drawings, graphs, charts, illustrations, etc. The deliverable media shall be standard 8 ½ x 11 inch bound text documents, standard 22 x 34-inch drawings and half size 11 x 17-inch drawings. All drawings shall be to scale in standard and half-size formats. All documentation shall be done to industry standards, indexed, complete, accurate, legible, and subject to review and approval by the City.

The Consultant shall be required to provide complete security and confidentiality for all data and information. Data and information shall not be released without specific City authorization. Requests for release of any public information shall be referred to the City.

All information and documentation prepared by the Consultant shall be owned by the City for full City use and shall be surrendered to the City when requested.

#### B Standard Computer Applications

All documents submitted by the Consultant shall also be provided in an electronic format acceptable to the City. The Consultant shall maintain compatibility with City applications and operating systems, use a logical electronic filing system, and provide electronic files of all documents produced to the City, when requested.

Currently the City has recognized the following applications as standard for City work and submissions:

Operating Environment	Microsoft Windows 10
Word Processing	Microsoft Word 2016
Spreadsheet	Microsoft Excel 2016
Database	Microsoft Access 2016

Project Management	Microsoft Project 2016
Presentations	Microsoft PowerPoint 2016
GIS	ArcGIS Version 10.6.1
Drafting	AutoCAD 2016 / Civil 3D
Electronic Files	Adobe Acrobat 2015

The City may upgrade these applications throughout the term of the Agreement and the Consultant will be required to be compatible with City applications at all times at no additional charge to the City. The City will provide the Consultant with sufficient prior notice of upgrades to allow the Consultant to become compatible when required. Reformatting of documents previously delivered to the City will not be required unless Consultant is paid for such reformatting.

**C. Office Space**

The Consultant will not be provided office space at City Facilities for Services under this Agreement.

**D. Terms and Conditions**

The attached Sample Agreement contains the City's standard terms, conditions, and other information that will be used for this project. Minor changes to this Sample Agreement may occur depending upon the final negotiations with the Consultant.

**E. Supplementary Conditions**

The management and inspection work under this Agreement shall be compatible with the requirements of CDOT where applicable. Depending on specific permit language between the City and CDOT for the portion of the project on Kipling Street, the consultant shall make available services as requested by CDOT to evaluate the resolution of problems that may arise during the construction of the project.

The consultant shall review the Construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the contract documents in connection with this work. CDOT, in its sole discretion, may review construction plans, special provisions, and estimates and may require the City to make such changes therein as CDOT determines necessary to comply with CDOT requirements.

**IV. 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 evaluation. The selection process may involve two stages:

- 1) written submittals will be evaluated and scored,
- 2) oral interviews with the short-listed firms, if requested.

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: December 20, 2018 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. 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 the City seal on your information, please contact Allison Menard via email: [amenard@ci.wheatridge.co.us](mailto:amenard@ci.wheatridge.co.us).

The awarded firm must be willing to enter into an Agreement with the City 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 or all submittals; or 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.
- e. Non-Collusion Form.
- d. Provide a statement agreeing to provide and maintain insurance per the agreement requirements.
- e. Provide a statement regarding debarment status with the federal government.

**A. Selection Process**

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.

**Qualifications of the Firm (40% of Total Score)**

Provide the following information to demonstrate the Consultant's qualifications to perform the work:

1. Present a brief discussion regarding the experience and qualifications of the Consultant, including sub-consultants, working on similar projects together.
2. Qualifications, relevant experience, and unique knowledge of individuals. Submit resumes.
3. Submit evidence of CDOT pre-qualification.

**Project Approach (20% of Total Score)**

Provide the following information to demonstrate the Consultant's approach to perform the work:

1. Delineate your understanding of the project, approach to successful completion, specialized skills, special considerations, and possible difficulties in completion.
2. Describe what items you normally anticipate providing in the required submittals.
3. Quality Control Methodology.
  - a. Ensure Federal, State, and local procedures are followed.
  - b. Ensure documents are complete and well-coordinated.
  - c. Ensure quality with all required submittals.
4. Project Communication Protocol
  - a. Approach toward client communication, documentation, and reporting.
  - b. Progress report to ensure the Consultant is informed with up to date information.
  - c. Documentation of critical decision making, project changes.

**Professional Services – Experience of Staff and Team (40% of Total Score)**

Provide the following information to demonstrate the Consultant's ability to furnish professional services to perform the work:

1. Provide a matrix of in-house personnel: Include years of experience, area of expertise, how long with the Consultant.
2. Experience with projects for public clients. State familiarity with local and state governmental decision-making and review process.
3. Provide a list of sub-consultants and describe the work they will perform. Also, include their years of experience and years working together as part of a team.
4. Consultant's familiarity with the project area and local construction market.
5. Capability to deliver electronic files, CD, 11 x 17 formats, CAD files, etc.
6. Provide a "Litigation Statement" of No, Yes, or Pending litigation on any projects in the last five (5) years. If yes, explain.

**Final Selection Evaluation Factors**

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 January 10, 2019.

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.

During the oral interviews, Consultant's will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the implementation of the project requirements outlined in this RFQ document. A presentation can be made to address Consultant's abilities. The following evaluation factors will be considered by the interview panel when scoring your presentation:

### **Personnel (25% of Total Score)**

Provide the following information to provide the ability of the Consultant's personnel to perform the work:

1. Experience of the project manager, key staff, and any sub-consultants on similar projects in the same capacity.
2. Provide references for the project manager: Include project name, owner, design fee, original design and actual completion dates, construction costs, and construction completion date.

### **Past Performance (25% Total Score)**

Provide the following information to provide the Consultant's past performance on similar projects:

1. List up to five similar projects, prepared by the Consultant, which have been completed within the past (5) five years. Include information regarding any sub-consultants that will be used for this project. Include: project name, owner, fees earned, projected completion date, actual completion date, over/under budget %, and summary of work.
2. Experience with projects for public clients. State your familiarity with local, state, and federal governmental decision-making and review process.

### **Schedule and Budget (20% of Total Score)**

Provide the following information to provide the ability of the Consultant's personnel to manage the schedule and budget that will be established with each tack order:

1. Schedule – Manage the required work to meet the anticipated workload.
2. Budget and Cost Control Methodology
  - a. Verify anticipated fees within approved budget.
  - b. Coordinate reconciliation of budget with staff.
  - c. Coordinate value engineering activities.

### **Location (5% of Total Score)**

Provide the following information on the location of the Consultant's personnel:

1. Provide address of the consultant's office where the majority of the work will be performed.
2. Specify other office locations where any part of the work will be performed.
3. Provide location of any sub-consultant's offices.

### **Workload (10% of Total Score)**

Provide the following information on the workload of the Consultant's personnel:

1. Current workload for the next twenty four (24) months.
2. Projected workload for the next twenty four (24) months.

### **Contract Volume (10% of Total Score)**

Provide the following information on the Consultant's volume of previously awarded contracts with State and City projects:

1. State projects without Federal funding
2. City projects

### **Miscellaneous (5% of Total Score)**

The highest ranked Consultant, based on the response to this RFQ and the optional oral interview stage if deemed necessary, will be requested to submit a detailed scope and fee proposal. The scope and fee proposal should include a staff plan that coincides with that staff information provided under the Selection Process – Experience of Staff and Team listed above. Also include a detailed estimate of reimbursable expenses. Reimbursable, allowable expenses should be assumed to be billed at cost, without markup.

The method of payment for this project will be Time and Materials with a Not to Exceed amount. An hourly rate schedule is required to be submitted with the fee proposal.

The City will verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 2 CFR 200.

**V. ANTICIPATED SCHEDULE OF EVENTS**

All times are local and by our clock.

RFQ Issued & Advertised	November 26 and December 3, 2018
MANDATORY Pre-RFQ Meeting	December 7, 2018 at 9:30 am (City Hall)
Questions Due	December 11, 2018 by Noon
Final Addendum	December 14, 2018
Proposal Due Date and Time	Thursday, December 20, 2018 by 4:00 pm
Short List	January 4, 2019
Interviews	January 11, 2019
Negotiation of Scope and Fee	By March 8, 2019
Council Action Form Due	March 15, 2019
Council Approval	March 25, 2019
Issue Notice to Proceed	April 19, 2019

**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 evaluation criteria determined by the City. The firm or firms selected for award will be chosen on the basis of qualifications and the apparent greatest benefit to the City and not necessarily on the basis of price. 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, 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.

The Consultant and sub-consultants shall also allow access by the Colorado Department of Transportation (CDOT), the City of Wheat Ridge, Federal Highway Authority (FHWA), the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to the contract(s) awarded as a result of this Request for Qualifications for the purpose of making audit, examination, excerpts, and transcriptions.

The Consultant and sub-consultants shall retain all required records for not less than 3 years after the contracting agency makes final payment and all other pending matters are closed.

**5. NO COMMITMENT BY THE CITY**

This Request for Qualifications does not commit the City 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 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, 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 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 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.

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 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.

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.

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. If the entire submittal is identified as confidential, the submittal will be disqualified as non-responsive.

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, 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. 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, and in all cases will not be held until the City has awarded a contract for this project, or cancelled the RFQ entirely.

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-18-27  
38<sup>TH</sup> AND KIPLING INTERSECTION IMPROVEMENTS  
ENGINEERING CONSULTING SERVICES**

**PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT**

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

**NON-COLLUSION AFFIDAVIT**  
**RFQ-JN-18-27**  
**38<sup>TH</sup> AND KIPLING INTERSECTION IMPROVEMENTS**  
**ENGINEERING CONSULTING SERVICES**

COMPANY SUBMITTING PROPOSAL \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_ of lawful age, being duly sworn, on oath says that (s)he is the agent authorized by the proposer to submit the attached proposal. Affidavit further states that the proposer has not been a party of any collusion among respondents in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity, quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

My Commission Expires:

***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.***





**RFQ-JN-18-27**  
**38<sup>TH</sup> AND KIPLING INTERSECTION IMPROVEMENTS**  
**ENGINEERING CONSULTING SERVICES**  
**SAMPLE AGREEMENT, FOR YOUR REVIEW ONLY**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2019, 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-18-27 38<sup>TH</sup> AND KIPLING INTERSECTION IMPROVEMENTS ENGINEERING CONSULTING 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.

**ARTICLE 3 – PAYMENT AND FEE SCHEDULE**

The City hereby agrees to pay the Consultant the amounts required for 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.

**Method of Payment**

The method of payment for this project will be Cost Plus Fixed Fee. All fees and expenses are limited to those costs allowable under the cost principles of 2 CFR 200 Uniform Guidance.

**Invoices**

Invoices will be submitted by the Consultant, on the City’s payment form, monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. The processing of payment will be expedited by the Treasurer’s Office through proper accounting procedures. Payment will be made to the Consultant within thirty (30) days of the receipt of the approved invoices for services rendered. The City’s payment form is attached. In addition, all billings shall comply with CDOT’s standardized billing format.

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, 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, 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 bonafide 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 and CDOT 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/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.

#### **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**

	<b>City</b>	<b>Contractor</b>
<b>Contact Name</b>		
<b>Phone</b>		
<b>Cell</b>		
<b>Email address</b>		
<b>Address</b>		
<b>City, State, Zip</b>		

**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

\_\_\_\_\_  
BUD STARKER, 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



# PROFESSIONAL SERVICES BILLING

Date \_\_\_\_\_

Company Name \_\_\_\_\_  
Payment Address \_\_\_\_\_

SUBMIT TO:  
  
ACCOUNTS PAYABLE  
CITY OF WHEAT RIDGE  
7500 W. 29<sup>th</sup> Avenue  
Wheat Ridge CO 80033

Phone \_\_\_\_\_

Invoice # \_\_\_\_\_ PO # \_\_\_\_\_  
Consultant's Project # \_\_\_\_\_  
Consultant's Project Mgr. \_\_\_\_\_

City Project Name and # \_\_\_\_\_

City Contact Name or Department \_\_\_\_\_

Period of Service \_\_\_\_\_ thru \_\_\_\_\_

Summary below (see attached reports for further details)

### BASIC SERVICE

Task	Fee Amount	% Complete	Fee Earned	Prior Billing
<b>TOTAL</b>				

Fee Earned \$ \_\_\_\_\_

Less amount previously billed \$ \_\_\_\_\_

Amount Due \$ \_\_\_\_\_

### ADDITIONAL SERVICES

Amount Due \$ \_\_\_\_\_

**TOTAL AMOUNT DUE** \$ \_\_\_\_\_

Vendor's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_ Title \_\_\_\_\_

\*\*\*\*\*

City Department Approval \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_