



PROPOSAL NO _____

ISSUE DATE _____

**REQUEST FOR PROPOSAL (RFP)
COVER SHEET**

PROPOSAL TITLE: _____

SUBMISSION DEADLINE: _____ on _____

SUBMIT PROPOSAL TO: **City Clerk's Office**
11701 Community Center Dr
Northglenn CO 80233
or
rfp@northglenn.org

CONTACT: _____

EMAIL: _____

PHONE: _____

Bidding instructions and drawings are available at the Rocky Mountain E-Purchasing website or at:
https://www.northglenn.org/government/bids_with_the_city.php

**MANDATORY
PREBID CONFERENCE:** _____

DATE & TIME: _____ at _____

LOCATION: _____

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

PRINT OR TYPE YOUR INFORMATION

Company _____ Fax Number _____

Address _____ City, State Zip _____

Contact Person _____ Title _____

Email _____ Phone _____

Signature _____

Print name _____

INSTRUCTIONS TO BIDDERS

1. **PROPOSAL NO:** _____

2. **PROPOSAL TITLE:** _____

3. **PURPOSE OF SOLICITATION:**

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

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

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

6. **TERMS AND CONDITIONS:** As set forth in the contract agreements and any supplemental, the following terms and conditions will apply to this Request for Proposal, each vendor's proposal and to the negotiations, if any, of any said contract. The City will consider specific recommended changes that clarify the intent of the agreement. **The City will not consider contract changes that have not been specifically identified in your proposal response.** A general statement suggesting that, if selected you reserve the right to discuss contract issues at a later date will not be accepted and will be grounds for disqualification. Submission of a proposal in response to this RFP indicates the vendor's acceptance of the terms and conditions contained in this document and the contract.

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

8. **WITHDRAWAL:** A vendor may withdraw their proposal at any time prior to the expiration of the final date and time set for receipt of bids. Withdrawal notification must be in written form, and must be received in the Offices of the City Clerk prior to the closing date and time.
9. **IRREVOCABILITY:** Following the time of closing, all bids will become irrevocable offers to the City and will remain as such until 90 days from date of submission. By submission of a bid, the vendor agrees to enter into a contract. In addition all quoted prices will be firm and valid up to 90 days from date of submission. The City may, in its sole discretion, release any proposal and return any bonds if applicable prior to the 90 days.
10. **LATE PROPOSALS:** Any proposal received after the Final date and time for receipt of proposal will not be accepted and will be unopened and discarded without being considered.
11. **SIGNATURES OF VENDORS:** Each vendor shall sign their proposal, using their legal signature and giving their full business address. The person signing the proposal must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A proposal by a person who affixes to their signature the word, "President", "Secretary", "Agent" or other designation without disclosing their principal, may be held to be a proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Bids submitted electronically are to be typed in lieu of written signature (see the cover letter).
12. **OPEN RECORDS ACT:** Notwithstanding any language contained in a proposal to the contrary, all proposals submitted to the City become the property of the City. Any information considered proprietary should be marked by the vendor and as such and will be kept confidential to the extent provided by law.
13. **SALES TAX:** Vendors shall not include federal, state, or local excise, sales or use taxes in prices offered, as the City is exempt from payment of such taxes.
14. **MISTAKES IN BIDDING INSTRUCTIONS:** If the City makes a mistake in drafting the bidding instructions or any other contract documents, the City reserves the right to reject any or all bids, or to require that vendors submit an alternate proposal with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the vendor has already been selected and has started performing work under the contract, and the City then discovers a mistake in the contract documents for which the City is responsible, the City may opt to reform the contract. If the mistake causes the vendor to receive compensation for materials not used in the work or for labor that would not be required for the work, the contract price shall be decreased proportionally. If the mistake causes the vendor to fail to bid on work which must be performed in order to properly complete the contract, the City may increase the contract price to equal the proportionate increase in the cost of required materials and labor caused to the vendor. In the alternative, the City may solicit bids for such additional work, or the City may reassign such additional work to another vendor, as the City deems appropriate. Nothing in this provision shall apply to mistakes made by the vendor in completing the proposal form or in performing the contract.
15. **ACCEPTANCE OF PROPOSAL:** It is expressly understood and agreed that the City reserves the right to reject any or all bids, to waive formalities, and accept the proposal which appears to be in the City's best interest.
16. **APPEAL OF AWARD:** Solicitations will be awarded based on multiple criteria, price being just one of the conditions. Vendors can review the solicitation's special terms and conditions for information on evaluation criteria. Vendors may appeal the award decision by submitting, in writing, to the City of Northglenn, a request for reconsideration within 7 calendar days after the posting of the Notice of Intent to Award, provided that the appeal is sought by the vendor prior to the City finalizing a contract with the selected vendor. Vendors who were deemed non-responsive are ineligible to participate in the appeal process.

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

PROPOSAL FORM

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

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

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

_____ - _____

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

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

BIDDER hereby agrees to commence **WORK** under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the **PROJECT** as indicated in the General Conditions.

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

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

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

1. _____ Email: _____

2. _____ Email: _____

3. _____ Email: _____

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

1. _____ Phone: _____

Email: _____

2. _____ Phone: _____

Email: _____

3. _____ Phone: _____

Email: _____

Respectfully
submitted,

(Seal, if Proposal is by a
Corporation)

Signature

Address

Title

Date

License Number
(If Applicable Signature)

Phone Number

Attest

NORTHGLENN EVENT CENTER
REQUEST FOR PROPOSALS

A. GENERAL INFORMATION

Northglenn (the “City”) is a small Colorado City, located in the heart of the Denver Metro Region, encompassing approximately 7.45 square miles. The urbanized area of the city is located within Adams County (6.45 square miles), with the remaining 1 square mile located 7 miles north in Weld County. The City is a suburban community with approximately 39,000 residents.

B. PROJECT OVERVIEW AND SCHEDULE

The City is requesting proposals from qualified consultants to assist in the creation of a feasibility study for an event center at the Stonehocker Historic Site. The site was originally utilized as farm land and includes a historic house and garage, a privy, chicken coop, boxcar, rose garden, community garden, a lift station, and a portion of Dry Creek. The site is currently 9.9 acres. The project will consist primarily of a fiscal and market analysis, site evaluation, and public engagement. The process for completing the study is divided into three parts to allow for evaluation of each component. This will allow for assessment of whether the study should move forward. The length of the project is dependent on the information and analysis in each part, but the City expects it to take no longer than 9 to 12 months. The expected kick off for the project is July 2023.

COMMUNITY CONTEXT

Northglenn is strategically positioned in the center of the growing northern portion of the Denver metro region, where access to all lifestyle elements (jobs, shopping, air travel, downtown Denver) is within a 30-minute drive. Additionally, the undeveloped portion of the city, in Weld County, provides unique opportunities for growth and development in the future.

C. SCOPE OF WORK

The Respondent(s) will have overall responsibility for the creation of a feasibility study for an event center. All work shall be completed in accordance with applicable City standards and within the agreed-upon timeline. This includes, but is not limited to, preparing and maintaining a detailed project timeline, and document creation. While creative design is encouraged, all documents related to the assessment shall be consistent with the City’s branding standards and will be owned by the City.

The scope outlined below is divided into three major tasks. At the completion of each task, it will be assessed if the project should move forward based on the information and analysis provided. Staff will carry forward the outcome of each task to City Council to deem if moving forward is in the best interest of the city.

A. Kickoff and Fiscal and Market Analysis

The Respondent is expected to gather baseline information on the basic needs of the proposed event center and conduct a market analysis to determine if an event center would be supported. From this information, develop a fiscal analysis of an event center on the proposed site should be conducted prior to moving forward to future tasks in the scope. This task should generally encompass the following components.

- Engage the Northglenn Historic Preservation Foundation to determine the scope of the event center – space needs analysis. Define the mission and objective for the facility.
- Information gathered should include, at minimum:
 - Maximum capacity of an event
 - Basic space and uses programming
 - Kitchen
 - Storage
 - Bathrooms
 - AV & Lighting Systems
 - Parking program
- Complete a market demand analysis, based on the space needs analysis, to determine if an event center is market supported at this location. The analysis should include, at minimum:
 - Evaluate current event center market
 - Analyze current demand for an event center
 - Identify of any gaps in the market
 - Provide opinion on the viability of the programmed facility – can it pay for itself and support ongoing operating costs based on the level of demand for the facility. Opinion should include the following:
 - Initial capital outlay
 - Ongoing operating costs
 - Projected revenue
 - Does it achieve the mission and objectives of the Historic Preservation Foundation
- Determine fiscal impact of an event center based on estimated costs of construction and operation. The fiscal analysis should include, at minimum:
 - Conduct conceptual site planning and space needs assessment to determine estimated costs of infrastructure and building construction – conceptual cost estimate level
 - Provide annualized on-going operation and maintenance costs of an event center including but not limited to staffing, utility costs, maintenance, life cycle infrastructure costs
 - Compare estimated fiscal impacts of construction and operation to the market demand to determine if the event center revenue will offset the costs of construction and operation
 - Present findings to Historic Preservation Foundation and City Council
- Deliverables

- Provide a report of findings based on the scope developed with the Foundation.
 - The report should, at minimum, include a summary of the findings from the market demand and fiscal analyses.
 - A recommendation for further study should also be included to help determine the feasibility of moving to the next phase.

B. Site Evaluation and Historic Resources Impact

The Respondent is expected to conduct an analysis of site potential and impact on the historic resources and site. This task should generally encompass the following components.

- Determine various constraints and opportunities on site.
 - Site and building features should include, at minimum, building capacity, topography, drainage, noise, light, parking, engineering, and infrastructure.
- Identify potential locations for the building and parking taking into account the potential impacts on the historic resource.
 - Provide a conceptual site plan and conceptual building program
- Conduct a historic resource impact analysis to determine effects of the event center on the historic integrity of the Stonehocker house and site.
 - The construction of the event center should not negatively impact the integrity and/or contributing status of the property.
- Provide updated construction costs based on site and historic resource impact analysis
- Deliverables
 - Provide a report of findings based on the site and historic resource impact analysis.
 - The report should, at minimum, include a summary of findings and any conceptual site plans or building programs noted in the scope above.
 - A recommendation for further study should also be included to help determine the feasibility of moving to the next phase.

C. Community Engagement and Timeline

- Engage surrounding community to determine resident concerns or support regarding the event center. Engagement strategies may include:
 - Community meetings or events
 - Online surveys or exercises
 - City run social media
- Develop an estimated timeline and phasing plan for the project. This will likely include considerations of design, permitting, site work, building construction.
- Deliverables
 - Provide a final report of findings based on the Foundation needs; market, fiscal, and site analyses, and public engagement with residents and stakeholders.

- The report shall provide findings and data (as is pertinent) for each item included in the scope of work. Any conceptual plans or timelines shall also be included in the final report.
- Final recommendations, based on all information and analysis gathered, should be included on the feasibility of an event center.

D. RESPONSE/SUBMITTAL FORMAT

The Consultant shall submit three (3) hard copies of the Request for Proposals (RFP) submittal and an electronic copy (pdf) on flash drive or CD. The RFP submittal is not intended to be an expansive or elaborate document, but it should be thoughtfully composed and easy to understand. The body of the response shall be no longer than fifteen (15) pages, not including cover letter, resumes - Resumes shall be an appendix, and up to two (2) pages describing any value added services. The consultant's general Statement of Qualifications shall also be included as an appendix. The review of the RFP shall be in accordance with Northglenn Municipal Code – Chapter 6/Article 5/Section 8.

The consultant shall address each of the following components:

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

PROJECT TEAM – Provide an organizational chart of your project team. Delineate the time commitment and specific role for both the Principal-in-Charge and the Project Manager as they relate to the successful completion of this project.

PROJECT MANAGEMENT – Provide a methodology/work plan to accomplish the work requested by the City. Explain how your firm will coordinate/communicate with City staff. Identify (explicitly) your firm's protocol for managing the budget and keeping the City informed of potential scope creep.

REFERENCE PROJECT – Provide a detailed description of a similar project completed within the last ten years where your team was the lead consultant on a feasibility study. The following information should be included for the reference project:

1. Client City/County for the Comprehensive Plan
2. Project Budget – Including Original Bid Estimated Cost and Final Total Compensation
3. Project References – Provide, at a minimum, two references that had project budgetary and scope authority on the reference project.

PROJECT APPROACH/METHODOLOGY – Respondents should provide an overall project approach consistent with the components outlined in Section C (Scope of Work). This portion of the response is intended to highlight proposed strategies for project management, an outreach strategy for the various stakeholders, schedule management techniques, and any proposed

innovations that may be beneficial to the project. This section will outline the respondents and provide respondents with an opportunity to differentiate themselves through unique proposed techniques.

CONTRACT NEGOTIATIONS – Respondents should review the attached contract. The City will not consider contract changes that have not been specifically identified in your proposal response. A general statement suggesting that, if selected you reserve the right to discuss contract issues at a later date will not be accepted and will be grounds for disqualification.

E. SELECTION PROCESS

Schedule of Activities: The following schedule of activities delineates the timing of the qualifying phase and *proposal solicitation phase*, and the estimated project schedule beginning with the RFP issuance through the selection of the finalist. These dates may be subject to change at the City’s discretion.

RFP

<u>May 16, 2023</u>	<u>RFP Issuance</u>
<u>May 22, 2023</u>	<u>Pre-Bid Conference 2:00 PM (Optional)</u>
<u>May 24, 2023</u>	<u>Request for Information (Due by 4:00 pm)</u>
<u>May 26, 2023</u>	<u>RFP Supplemental Information Issuance</u>
<u>June 8, 2023</u>	<u>RFP Proposals Due (10:00 AM)</u>
<u>June 19, 2023</u>	<u>Consultant Interviews</u>
<u>July 10, 2023</u>	<u>Award of Contract</u>

Pre-Submittal Conference (Optional):

The City will hold a project conference on Monday, May 22 @ 2:00 PM. The location will be the Council Chambers at Northglenn City Hall – Lower Level (Police Dept. Entrance)

Address: Northglenn City Hall
11701 Community Center Drive
Northglenn, CO 80233

The conference will include a presentation by City Staff that will include an overview of the project intent, goals, and objectives. Time will be provided for questions. A record will be made of all questions and answers provided and made available to all attendees in the form of an addendum release.

Question/Information Period (Request for Information):

Additionally, there will be a two (2) day period provided for additional questions and request for additional information. All questions must be submitted by May 24, 2023, by 4:00 PM.

Review of Submittals:

A review of submittal will be conducted in accordance with Northglenn Municipal Code Section 6-5-8. Procurement for specialized goods and services, as determined by the City Manager in

writing, shall be eligible for award by a competitive selection process following a request for proposals under the aforementioned Section.

Qualifying Finalists:

RFP submittals will be evaluated qualitatively on responsiveness, professional experience, the reference project and the information gained through project references, resource availability, and approach/methodology deployed to complete the Comprehensive Plan Update.

F. ATTACHMENTS

1. Professional Services Agreement (contract)

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS:

- A. The City requires professional services.
- B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

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

I. SCOPE OF SERVICES

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

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

IV. COMPENSATION

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

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

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

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

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

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

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

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

V. COMMENCEMENT AND COMPLETION OF WORK

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

VI. CHANGES IN SCOPE OF SERVICES

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

VII. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VIII. INDEMNIFICATION

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

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

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

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

IX. INSURANCE

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

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

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

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

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

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

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's

insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

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

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

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

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

X. NON-ASSIGNABILITY

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

XI. TERMINATION

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

XII. CONFLICT OF INTEREST

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

XIII. VENUE

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

XIV. INDEPENDENT CONTRACTOR

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

XV. NO WAIVER

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

XVI. ENTIRE AGREEMENT

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

XVII. SUBJECT TO ANNUAL APPROPRIATION

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

XVIII. NOTICE

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

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

Consultant: _____

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

CITY OF NORTHGLENN, COLORADO

By: _____

ATTEST:

Print Name

Johanna Small, CMC
City Clerk

Date

Title

Date

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

Date

CONSULTANT:

By: _____

ATTEST:

Print Name

By: _____

Title

Date

Print Name

Title

Date

Attach Exhibit A “**SCOPE OF SERVICES**” and
Exhibit B “**AMOUNT OF COMPENSATION**”

Indicate on the bottom of each page

EXHIBIT A – Page 1 of ? EXHIBIT B

– Page 1 of ?

Then discard this page

SAMPLE