

Request for Proposal
Consulting Engineering Services
For
Design of Phase 1 -6th Street Improvements between Laurel and Pine Streets
BD 2021-010 for the
City of Glenwood Springs, Colorado
April 9, 2021



RFP Deadline: May7th, 2021, 2:00 pm local time

For additional information contact:

Procurement Manager

City of Glenwood Springs

(970-384-6445)

Request for Proposal BD 2021-010

City of Glenwood Springs

Request for Proposals BD 2021-010

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SECTION I: ADMINISTRATIVE INFORMATION

This section provides general information to interested parties on subjects such as where to submit the Request for Proposal, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.1 ISSUING OFFICE

This Request for Proposal (hereinafter referred to as RFP) is being issued for the City of Glenwood Springs Engineering Department by the City Procurement Manager.

1.2 INTENT

It is the intent of this RFP to provide interested parties with sufficient information to enable them to prepare and submit qualifications for the **Design of Phase 1 -6th Street Improvements between Laurel and Pine Streets** on behalf of the City of Glenwood Springs.

1.3 SUBMISSION OF QUALIFICATIONS

Proposals will be received until:

May 7th, 2021, 4:00 p.m., local time. Responses must be submitted electronically to bidresponse@cogs.us no later than the required time and date. Include PROPOSAL #BD2021-010 in the subject line of the email. Electronic proposals sent to any other email address will be considered as non-responsive and deleted. If your bid/proposal is being submitted electronically, and if the bid security is in the form of certified funds, those funds must be received prior to proposal opening date and time. Contact City Procurement Manager, 970-384-6445, for instructions on how to submit those certified funds.

The following items must be submitted with your proposal: Written Submitted Qualifications and Proposal. Invitation to Proposal Cover Sheet, Exhibit A Scope/Schedule/Estimate, Addendum to Professional Services, and any issued Addenda.

1.4 LATE RESPONSES

Qualifications received after the time and date specified, will not be considered and will be returned to the submitting party unopened. It is the sole responsibility of each respondent to ensure that their submittals arrive at the office of the Purchasing Department prior to the time and date specified.

1.5 INQUIRIES

Questions which arise during the RFP preparation period regarding issues around this RFP, purchasing and/or award should be directed to bidresponse@cogs.us. The vendor submitting the question shall be responsible for ensuring that the question is received by the Purchasing Manager at least seven (7) calendar days prior to the scheduled opening of the RFP.

Any official interpretation of this RFP must be made by an agent of the City's Purchasing Department who is authorized to act on behalf of the City. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.

1.6 SUBMITTAL OWNERSHIP

- All materials submitted with regard to this RFP become the property of the City and will only be returned at the City's option. The City shall have the right to use all ideas or adaptations of the ideas contained in Qualifications received, subject to the confidential or proprietary limitations contained herein. Disqualification of any document does not restrict or eliminate this right.
- Following the award of a contract, responses to this RFP may be subject to release as public information unless the response requests otherwise and specific parts of the response can be shown to be exempt from public information. Consultants are advised to refer to their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential consultants.
- This is not a public bid opening; therefore, the City will not release any information except for a list of vendors who submitted qualifications. The City will confirm receipt of your RFP if requested.

1.7 RESPONDENT DUE DILIGENCE

Each respondent shall judge for themselves as to all conditions and circumstances having relationships to the RFP and become informed about the unique challenges of working in the City. Failure on the part of any respondent to make such examination and become informed shall not constitute ground for declaration of not understanding the conditions with respect to making its RFP.

1.8 CONFIDENTIAL OR PROPRIETARY INFORMATION

All submittals in response to this RFP become public record and therefore become subject to public inspection. Any confidential information contained in your submittals must be clearly identified as such or it will not be treated as confidential or proprietary by the City and then only to the extent allowable by law in the Open Records Act. Unrestricted disclosure of proprietary or confidential information by the respondent places it in the public domain. Proprietary or confidential information is defined by the City to be any information that is not generally known to competitors and which may provide a competitive advantage. Submittals in their entirety cannot be specified confidential or proprietary.

1.9 ADDENDA

In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the respondent to make an adequate interpretation of this RFP, a supplement to the RFP will be provided to each potential consultant who has obtained a RFP and registered with the City's Procurement Manager. Addenda to this RFP may be issued at any time up to five (5) business days prior to the time set for receipt of Qualifications. Consultants are required to acknowledge receipt of any amendments by

submitting a signed copy of each addendum issued. Signed copies must be submitted as part of the signed RFP submittal.

1.10 WITHDRAWAL OR MODIFICATION OF RFP

Any consultant may modify or withdraw an RFP in writing at any time prior to the deadline for submission of the RFP (see 1.3 above). Any request for withdrawal of an RFP must be signed by the individual who signed the initial RFP.

1.11 ACCEPTANCE

- Any RFP received shall be considered an offer, which may be accepted by the City of Glenwood Springs based on initial submission without discussions or negotiations.
- Acceptance time. By submitting an offer in response to this solicitation the respondent agrees that any offer it submits may be accepted by the City of Glenwood Springs at any time within 90 days from the closing (see 1.3 above).
- The City of Glenwood Springs reserves the right to reject any or all offers received in response to this solicitation and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Glenwood Springs.
- Failure of the consultant to provide in its RFP any information requested in the RFP may result in rejection for non-responsiveness.

1.12 RFP PREPARATION COST

Expenses incurred by prospective consultants in preparation, submission, and presentation of this RFP are the responsibility of the consultants and cannot be charged to the City.

1.13 AWARD

It is the intent of the City to select the firm or team best qualified and technically able to provide the required services. Selection of a firm or team will be made on the Qualifications received as set out in Section IV.

SECTION II: GENERAL

2.1 PURPOSE

The Purchasing Department of the City of Glenwood Springs (City) is soliciting qualifications from firms or teams interested in performing the full range of engineering services for this project. The consultant is responsible for performing all necessary work for the development of construction documents of street and landscaping improvements on 6th Street between Laurel and Pine.

Qualifications will be accepted until 4:00 PM on May 7th, 2021. The successful consultant must be prepared to perform services as outlined in Section II and III. The qualifications will be evaluated by the City of Glenwood Springs Engineering, Planning, Parks and Purchasing Departments as well as the Executive Director of the Downtown Development Authority.

2.2 PROJECT DESCRIPTION and SCOPE OF SERVICES

The goal of this contract will be to design and develop bid documents for the rebuild of 6th Street between Laurel and Pine Streets. The rebuild will be in conformance with the 6th Street Corridor Master Plan, the detail of which are included with this RFP. The scope of services will consist of the following:

- Survey and data gathering (existing topography, existing utilities and utility locate requests including potholes for grade critical utilities (see bullet below requiring conformance with Colorado's SUE Regulations), roadway, sidewalks, structures, horizontal and vertical control, property lines, easements, research encumbrances and all exceptions as needed for a detailed and accurate survey map.
- New utility/utility relocation plan (if needed to avoid conflicts with any new drainage facilities. Most utilities were recently replaced within this corridor with the Grand Avenue Bridge Project) Plan should conform with the Colorado Subsurface Utility Engineering (SUE) law.
- Preliminary and Final Drainage analysis and report.
- Geotechnical investigation and report, including, but not limited to, geological hazards and pavement design recommendations.
- Design plans, specifications, and engineer's opinion of cost at 30%, 90% and Final (Bid Documents) including:
 - Existing conditions mapping/survey
 - Demolition plan
 - Site plan including materials callouts
 - Grading, drainage, and stormwater plan
 - Stormwater management plan

- Landscaping and irrigation plan
- Utility plan (if necessary)
 - Subsurface Utility Engineering
- Engineers Opinion of Cost
- Right of Way analysis and temporary easement document creation (if necessary)
- Preparation of bid documents and support/consultation during the bid.
- Provide survey control for construction.
- Coordinate with local, state and federal agencies on permitting requirements. CDOT coordination anticipated.
- CDPHE permitting should be indicated in the bid documents as a permit to be pulled by the contractor.
- Engineering design should conform to all national and state standards, as well as the City's Engineering Standards available on the City's website.
- As Built drawings should be indicated in the contract bid documents as a contractor close out requirement. Drawings will be submitted in AutoCAD and PDF format.

2.2.1 Project Outline

2.2.1.1 Goals

To design and develop construction estimates and bid documents for Phase 1 6th Street Improvements Between Laurel and Pine Streets.

2.2.1.2 Project Requirements

The consultant will be expected to provide a full range of engineering services and accept project management responsibility at all levels. The services shown are an outline of the required scope of work. The final scope of work will be determined between the selected consultant and the City.

a. 30% Plan Set

- At the preliminary design level, the consultant will be required to provide design plans for all components of the project conforming to standard CDOT documentation layout requirements for review. A status set of plans will be kept available to the City for review and submittal to the appropriate agencies, utility companies, and affected agencies. This will include, but is not to be limited to:
 - Title page with general notes, project location, abbreviations and acronyms.

- Original stamped field survey/existing conditions mapping with topography, roadway, utility information and all right of way, easements, encumbrances, exceptions, property line information.
 - The survey at 30% must locate all existing utilities and structures. They must be shown both horizontally and vertically in relation to the proposed improvements.
 - The consultant will be required to provide utility potholing services and survey the pothole locations.
 - Research and derive right of way documentation, easements, control and verify survey/platting data.
- Roadway and drainage plan and profile sheets.
- Shallow utility removal/relocation/replacement plans (if necessary).
- Landscaping and restoration plans shall include all irrigation and appurtenances (back flow preventers, clocks, etc.) and conform to the City's irrigation standards.
- Grading/Drainage plan sheets, including grading and any retaining structures (boulders or walls). Please include green stormwater solutions, unless infeasible.
- Roadway, retaining wall if needed, sidewalk, curb and gutter, drainage structures, utility, landscaping, irrigation, and other pertinent detail sheets.
- Erosion control plan. A Stormwater Management Plan (SWMP) will be required if disturbance area exceeds one (1) acre.
 - The SWMP must meet the requirements of the Colorado Department of Health and Environment (CDPHE). If one acre or more of earth disturbance is anticipated, a Colorado Discharge Permit System (CDPS) permit is required. A SWMP is one of the requirements for the CDPS permit through CDPHE. The City of Glenwood Springs will reimburse consultant for permit fee.
- Right of Way plans identifying areas of easement acquisitions (temporary). The City is requiring that all infrastructure end up within the currently dedicated ROW. Temporary easements should pertain to grading or hardscape repair areas only (if necessary).
 - The consultant shall coordinate/identify the list of easement acquisitions required for the project and complete the preparation of easement exhibits and plans for legal use.
- Preliminary drainage analysis and report for the project area and facility design.
 - Drainage design should be based on CDOT standards at the time of design packet production.
- Geotechnical investigation and report, including, but not limited to, soils types for pipe material selection and pavement design recommendations. Geotechnical consultant will need to determine amount of boring data required to design the project scope of work.

- The City has geographic information system (GIS) base data which is available for reference and offsite drainage basin design, but not for detailed project design.
- The consultant must provide detailed written monthly progress reports throughout the duration of the design process. The progress reports will be a part of the project invoicing, submitted by the 5th day of each month.
- At the completion of the 30% Plan Set (Preliminary Design), the consultant shall provide the City with two hardcopy sets of review plans, related specifications, and a preliminary engineer's estimate in an electronic (PDF format). These documents will remain the property of the City and will be filed in the public record.

b. 90% Plan Set

- At the Final Design Level, the consultant will be required to provide detailed design plans for all components of the project conforming to standard CDOT documentation layout and specification requirements to the City for review. This will include, but is not limited to:
 - Title page with general notes, project location, abbreviations and acronyms.
 - Original stamped field survey/existing conditions mapping with topography, roadway, utility information and all right of way, easements, encumbrances, exceptions, property line information.
 - The survey must locate all existing utilities and structures. They must be shown both horizontally and vertically in relation to the proposed improvements. All utility conflicts must be identified, and a relocation/removal plan must be coordinated through the appropriate utility company.
 - The consultant will be required to provide utility potholing services and survey the pothole locations.
 - Derive right of way documentation, easements, control and verified survey/platting data.
 - Roadway and utility plan and profile sheets.
- A utility relocation plan conforming to the State's Subsurface Utility Engineering Law. All utility conflicts must be identified, and a relocation/removal plan must be coordinated through the appropriate utility company. (if necessary)
- Final drainage plan sheets.
- Roadway, sidewalk, curb and gutter, drainage structures, utility, landscaping and irrigation and other pertinent detail sheets.

- Landscape and restoration area plans with irrigation and all appurtenances, back flow preventer, clocks, etc.
- Property restoration plans.
- Traffic control plans and construction phasing schedule.
- Erosion control plan. A Stormwater Management Plan (SWMP) will be required if disturbance area exceeds one (1) acre.
 - The SWMP must meet the requirements of the Colorado Department of Health and Environment (CDPHE). If one acre or more of earth disturbance is anticipated, a Colorado Discharge Permit System (CDPS) permit is required. A SWMP is one of the requirements for the CDPS permit through CDPHE. The City of Glenwood Springs will reimburse consultant for permit fee.
- Right of Way plans identifying areas of easement acquisitions (temporary). The City is requiring that all infrastructure end up within the currently dedicated ROW. Temporary easements should pertain to grading or hardscape repair areas only.
- The consultant shall coordinate/identify the list of easement acquisitions required for the project and complete the preparation of easement exhibits and plans for legal use.
- Plans, technical studies, and models developed will be submitted to the City in final hard copy and electronically. These documents will remain the property of the City and will be filed in the public record.
- Final Drainage analysis and report.
 - Drainage design should be based on CDOT standards at the time of design packet production.
- The consultant will prepare contract documents and specifications. Contract documents will contain the City standard contracts and bid forms.
- Development of construction schedule and final estimated construction costs.
- At the completion of the 90% Plan Set (Final Design Level), the consultant shall provide the City with a set of two hardcopy sets of review plans, related specifications, standard specifications and special provisions, and a final engineer's estimate. The plans shall be on 11x17 sheets. The consultant shall provide the City with drawings electronically (AutoCAD and PDF format).

c. Bid Documents

- The consultant shall provide the City with six (6) sets of plans, related specifications and an engineer's estimate. The consultant shall also provide the City with the entire bid package electronically (PDF and AutoCAD format).

- The consultant shall incorporate all 90% design level review comments into the final bid documents. The drawings shall be plotted on 11x17 sheets of high quality paper to ensure accuracy and scale. Three (3) sets of final design drawings shall be signed and stamped by a Colorado registered Professional Engineer. Additional stamped drawings may be requested by the City.

d. Bid Support/Construction Support

- The consultant will help the City address all questions during the bid process and help write addenda if necessary.
- The consultant will supply construction support for submittals reviews, design changes, coordination of change orders, shop drawings, construction questions, attend construction meetings, and provide clarifications and interpretations of the contract documents.
- The consultant will coordinate with the contractor to produce “As Built” drawings at the completion of the project from survey data collected during and at final completion of the project. The contractor will submit final drawings in a PDF, 24x36 mylar and AutoCAD format. All material submitted at the completion of this project shall become the property of the City.
- The “As Built” utility layout will be submitted to the City in a separate drawing packet in an AutoCAD drawing formatted to the -City’s horizontal control for the City to update its GIS layouts.
- The consultant may be requested to provide a proposal for construction administration and project management including field construction documentation and continuous full-time field inspection.

2.2.1.3 Project Schedule (Anticipated)

- | | |
|--|----------------------------------|
| • RFP Advertisement Issued | April 13th, 2021 |
| • Mandatory Pre-Proposal Meeting | April 21 st (2:00 PM) |
| • Proposals Due | May 7th (4:00 PM) |
| • Interviews if needed | May 10th |
| • Contract Negotiations/Award | May 20th |
| • Complete 30% Preliminary Design/Cost Estimates | July 12 th |
| • Final Design 90%/Cost Estimates | November 1st |
| • Bid Documents | December 6th |
| • Construction | Spring 2022 |

A mandatory virtual pre-proposal meeting will be held April 21st, 2021 (2:00 PM). Consultants must attend and record their presence. Proposals received from consultants without record of presence at this meeting will be considered noncompliant and rejected. This meeting will provide time for consultants

to ask any questions pertaining to this project. The City will record all questions and responses and send the meeting minutes out to the consultants that attended the meeting for clarity. **To register please send an email to bidresponse@cogs.us with BD2021-010 in the subject line asking to be added and you will receive a link to the meeting approximately 1 hour prior to its start.**

2.2.2 Contract Duration

The City intends to enter into a contractual agreement for a period of approximately six months, or until the design is complete.

2.2.3 Project Direction

Primary contact for the selected consultant will Terri Partch, City Engineer, or another Project Manager as designated. The Project Manager will be responsible for the direction, review and approval of all work and deliverables for contract compliance.

2.2.4 Required Compliance

The selected consultant must comply with all applicable Federal, State and/or local laws and regulations, including all other applicable laws, regulation, ordinances, codes and rules of any governmental entities that have jurisdiction.

SECTION III: INSTRUCTIONS TO CONSULTANTS

3.1 SUBMITTAL REQUIREMENTS

The RFP shall include the information in the format outlined in this document and is limited to no more than twenty (20) single sided pages with twelve (12) point font. The following pages are exempt from this requirement: cover page, signed addenda if issued, table of contents, resumes and references. Submit proposals in PDF format.

Include concise, but complete information about your firm, emphasizing why you believe your firm to be uniquely qualified for this project. Provide the same information regarding any local or partnering firm(s) as well as a description of their level of involvement in the project. The City may make a final selection from the original RFP submittals.

Qualified consultants interested in performing the work described in this RFP should submit the following information to the City:

3.1.1 Cover Letter

A cover letter shall be provided that contains the name, address and phone number of the lead firm and any local or partnering firm(s). The principal firm's primary contact person and individual(s) who will be authorized to act on behalf of the firm and any partnering or local firm(s) shall be identified. The statement shall bear the signature of the person authorized to act as the legal agent of the principal firm.

3.1.2 Qualifications

Provide a statement of the experience and technical qualifications of the consultant in relationship to this RFP. Specifically, please include the following:

- Provide resume information for the principal, project team manager, proposed designer(s), surveyor(s) and other key individuals with responsibility for providing the professional services as a result of this solicitation.
 - Names, titles, experience, job descriptions, professional training, professional licenses, functional role, professional certifications and/or associations of individuals should be included in each resume.
 - Information provided shall include but is not limited to, availability of key personnel assigned to this project and current and future commitments.
- Provide any additional information with regard to any partnering or local firm(s) that will demonstrate their abilities relative to this project.
 - Provide a description of the firms comprising your team with particular attention to the location where the actual design work will be performed. It will be beneficial to this project for the designers to be able to easily visit the site, and have the City be able to easily visit the design office and meet with the actual designers of the work.

- In the event the consultant desires to change any key personnel during the contract period the consultant must submit for approval a written request demonstrating extraordinary circumstances prior to such change. In addition, the City may remove any key personnel from the consultant's design team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- Detail any experience your firm and any partnering firm has had in trail and site design and analysis within the past 5 years.
- A list of critical issues that the consultant considers to be of importance for the project.
- Include any other information that you feel is appropriate to assist the Selection Committee in matching your firm to this project.
- The City reserves the right to re-negotiate or terminate the contract if either of the following occurs:
 - There is a significant (50%) change in the consultant's key personnel.
 - The engineer of record is changed during the performance of the contract.
 - Significant cost increases are projected

3.1.3 Technical Expertise

Technical competence as demonstrated by:

- The professional qualifications and experience necessary of the people who will be directly involved with this project for the satisfactory performance of the services, to include any necessary licenses and registrations.
- The company's past performance on other contracts in terms of size, scope and quality of services and compliance with schedules. The Selection Committee may solicit information from previous clients or any available sources relevant information concerning the consultant's, key personnel's and any local or partnering firm's records of past performance.

3.1.4 Project Approach

In order to evaluate the depth of your technical expertise, please provide detailed information regarding each of the following:

- Provide a scope of work for the proposed design and management of the project. Upon selection, the City staff and consultant will meet to develop the final scope of work for the project
- Overall Philosophy - How would your firm approach a project of this type?
- Goals and Methodology
- Challenges and Problems

- Creative Solutions

3.1.5 References

Submit a reference list consisting of three projects similar in size and scope to this project that have been completed within the past five (5) years and have involved the staff proposed to work on this project. Provide a brief description of each project to include the budget, activities, and any unique requirements to providing the professional services. The name and telephone number of your project reference. As part of the reference check process, the City may choose to visit one or more of the listed projects or request a copy of the completed plans and documents.

3.1.6 Price RFP

Each RFP shall include a not to exceed price based on the scope of work described above and your team's Project Approach.

Price Qualifications shall include a breakout of the main facets of the work with the estimated number of hours and dollars associated. Also include the estimated number of hours and dollars associated with any potential additions to the project that you might foresee. All fees will be considered by the City to be negotiable based on the final scope of services and deliverables. The City may choose what items to be included in the final scope of work to meet the best interest of the City.

The overall bid documents will need to be broken out into line items as noted below:

- Line item sum for meetings.
- Line item sum for survey work.
- Line item sum for utility design work.
- Line item sum for roadway design work.
- Line item sum for drainage design work.
- Line item sum for traffic analysis.
- Line item for Subsurface Utility Engineering (SUE).

SECTION IV: EVALUATION CRITERIA AND SELECTION PROCESS

4.1 EVALUATION CRITERIA

Evaluation of Qualifications resulting from this solicitation will be based on the criteria listed below:

- Overall consulting team experience with similar projects.
- Project approach.
- Prime consultant experience with related work.
- Sub-consultant experience with related work.
- Demonstration of ability to meet schedules and budgets.
- Costs for providing the scope of work.

4.2 SELECTION COMMITTEE

A Selection Committee will screen all submissions. Through this process the Selection Committee will determine which submissions are acceptable or unacceptable. The City will notify participating parties whose submissions are deemed unacceptable in writing. Those parties offering submissions deemed to be acceptable by the Selection Committee will be considered for award. Based on a rating of the Qualifications by the Selection Committee, either a finalist will be selected, or a “short list” of the most qualified consultants will be developed. Only consultants who best demonstrate the required qualifications and experience for this project will be further considered. If a short list is developed, it is the intent of the City to invite two or more respondents to participate in oral interviews for the required services. The Selection Committee may request clarifications to the RFP from each of the respondents at the conclusion of the interviews.

Evaluation of any “short listed” Qualifications will be based on the criteria listed below:

- Key personnel experience with similar projects.
- Anticipated design concepts.
- Alternative methods of approach.
- References provided by other clients relating to similar projects.
- Current and projected work load.

4.3 EVALUATION PROCESS

The evaluation process will allow the Selection Committee to determine which firms are acceptable using the criteria outlined in Section 4.1 above. The firm which is selected as being the best qualified to perform services required will be notified in writing. If the City is not able to agree on

the details of the contract with the top-rated firm through good-faith negotiations, the City will terminate those negotiations and proceed to the next highest ranked firm and enter into new negotiations.

4.3.1 Reference Evaluation

The Project Manager will check references using the following criteria. The evaluation rankings will be labeled as Satisfactory or Unsatisfactory.

- Overall Performance: Would you rehire this consultant? Did they show the skills required of this project?
- Timeline: Was the original Scope of Work completed within the specified time frame? Where major benchmarks met in a timely manner?
- Completeness: Was the consultant responsive to the client; did they anticipate problems? Where any problems resolved quickly and effectively?
- Job Knowledge: Did the consultant have the expertise to complete the Scope of Work? Were any problems corrected quickly and effectively? If the consultant administered a construction administration contract, was the project functional upon completion? Does it continue to operate properly? Were any issues encountered resolved quickly and effectively?
- Budget: Was the original Scope of Work completed within the project budget?

The evaluation process will allow the Selection Committee to determine which consultants are qualified using the Criteria outlined. The consultant which is selected as being the best qualified to perform services required will be notified in writing. If the City is not be able to agree on the details of the contract with the top-rated consultant through good-faith negotiations, the City will terminate those negotiations and proceed to the next highest ranked firm and enter into new negotiations.

4.4 AWARD OF CONTRACT

The City plans to make an award on a “Best Value” basis. The firm that is considered to be the “Best Value” will be selected for an award through a process of consideration from all the evaluation criteria on a weighted basis that would best support the City’s interest in designing the project.

The successful consultant, upon award of a formal contract, shall be paid on a specific rate of pay basis, not to exceed a stipulated amount without prior authorization. The consultant may submit invoices (including progress reports) at monthly intervals for satisfactorily completed work. The amount of such partial payment shall be based upon certified progress reports and billings covering work performed.

After contract negotiations have concluded and a corresponding detailed contract is developed, the consultant selected will be submitted to the City Council for final contract approval.

SECTION V: EXHIBITS

EXHIBIT A

Sample Agreement for Professional Services

Addendum to Professional Services Agreement

This AGREEMENT FOR PROFESSIONAL SERVICES is made this ____ day of May __, 2021 between the CITY OF GLENWOOD SPRINGS, a municipality under the laws of the State of Colorado ("City"), and _____, a Colorado corporation ("Contractor").

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. Contractor agrees to provide the City with _____ services for the City's _____, as more fully identified on Exhibit A attached hereto and incorporated herein. All signage, advertising, and media communications shall be approved by the City prior to dissemination by Contractor.

2. Consideration. The City agrees to compensate Contractor for its fees and services in an amount not to exceed _____ Dollars (\$_____.00). Contractor shall submit a bill for approval and payment on a monthly basis until completion of the services.

3. Term. This Agreement shall be effective as of _____, 2021 and shall extend until _____, 2021, or unless earlier terminated due to completion of the services identified in Exhibit A or pursuant to Section 15 of this Agreement. Contractor represents, covenants, and agrees that it will not undertake any obligations or make any commitments that will limit or prevent timely completion of this Agreement.

4. Agreement Subject to Appropriations. It is expressly understood and agreed that the City's performance of this Agreement is subject to appropriations being made by the City Council of the City of Glenwood Springs. In the event City Council fails to make or maintain sufficient appropriations to pay any costs incurred under this Agreement, the Agreement shall be terminated immediately.

5. Status. Contractor is an independent contractor and shall not be considered an employee or agent of the City for any purpose. Contractor is not entitled to workers' compensation benefits and is obligated to directly pay all federal and state income tax obligations on compensation earned under this Agreement.

6. Employees and Subcontractors. The providing of professional services required under Section 1 of this Agreement shall be the responsibility of the Contractor. Contractor may employ or subcontract with additional persons to assist in the performance of this Agreement. Supervision and payment of any such persons shall be the sole and exclusive responsibility of Contractor.

7. Standard of Care. The standard of care applicable to Contractor's services will be the same degree of care, skill, and diligence employed by highly competent professionals performing the same or similar services. In case of any conflict between the interests of the City and any other entity, the Contractor shall fully and immediately disclose the issue to the City and shall take no action contrary to the City's interests.

8. Duty to Warn. Contractor agrees to call to the City's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the City or any other party that it becomes aware of and believes may be unsuitable, improper or inaccurate in a material way. However, Contractor shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so by the City. Nothing shall detract from this obligation unless the Contractor advises the City in writing that such data may be unsuitable, improper or inaccurate and the City nevertheless confirms in writing that it wishes Contractor to proceed according to the data as originally given.

9. Documents. All work notes, reports, documents, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed specifically for the Project are and shall remain the sole and exclusive property of the City. The Contractor, upon request by the City, agrees to provide documents or any other materials developed specifically for the Project in a fully accessible and electronically editable format (for example, Word or WordPerfect). The Contractor shall not provide copies of any material prepared under this Agreement to any other party without the prior written consent of the City.

10. Indemnity. To the extent permitted by law, each party to this Agreement shall hold harmless and indemnify the other party, including the other party's employees, officers, agents, and assigns, from award of damages, to the extent such award of damages arises from the action or inaction of that party's own officers, employees and agents.

11. Patented Devices, Materials, and Processes. Contractor shall hold and save harmless the City from any and all claims for infringement by reason of the use of any patented design, device, material, process, or trademark or copyright and shall indemnify the City for any costs, expenses, and damages, including court costs and attorney fees, which it might be obligated to pay by reason of infringement at any time during the prosecution or after completion of its' services under this Agreement.

12. Responsibilities. Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against by reason thereof. Contractor's obligation to indemnify the City as set forth in this Agreement shall survive the termination or expiration of this Agreement. Contractor or its insurer(s) shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

13. Insurance. Contractor agrees to provide proof of general liability insurance to the City, which names the City as an additional insured thereunder, with appropriate endorsements and with single limit liability coverage of at least One Million Dollars (\$1,000,000.00) and proof of professional liability

insurance coverage of at least One Million Dollars (\$1,000,000.00) for each claim and aggregate limit. Contractor shall maintain this insurance for the term of this Agreement.

13.1 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of Contractor's indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

13.2 It is understood and agreed, for the benefit of the City, that the following additional considerations shall apply to all coverage specified herein:

13.2.1 All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.

13.2.2 The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.

13.2.3 Advice of renewal is required.

13.3 It is understood and agreed that should any policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized agent shall give notice to the City in accordance with policy provisions.

14. Governmental Immunity. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the City would otherwise be entitled under §24-10-101, et seq., C.R.S., as amended.

15. Termination. If at any time the City is dissatisfied with the services of Contractor for any reason whatsoever, the City may terminate this Agreement effective immediately upon the delivery of written notice to Contractor. In the event of any such termination, the City shall pay Contractor for services rendered to the date of termination. In the event of such termination, Contractor shall promptly deliver to the City all drawings, computer programs, computer input and output, plans, photographic images, analyses, tests, maps, surveys, and written materials of any kind generated in the performance of its services under this Agreement up to and including the date of termination.

16. Agreement Administration and Notice. For purposes of administering this Agreement, the City's _____ will represent the City in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the City:

City Manager

City of Glenwood Springs

101 West 8th Street

Glenwood Springs, CO 81601

Copy to: City Attorney
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601

To the Contractor:

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time in writing and signed by both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.
18. No Assignment. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
19. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this Agreement shall lie in Garfield County, Colorado.
20. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.
21. No Third Party Beneficiaries. The parties intend no third-party beneficiaries under this Agreement. Any person other than the City or Contractor receiving services or benefits under this Agreement is an incidental beneficiary only.
22. Attorneys' Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.
23. Counterparts. This Agreement may be executed in counterparts, including any facsimile copies, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, 2021.

CITY OF GLENWOOD SPRINGS

ATTEST:

By: _____

Jonathan Godes, Mayor

Ryan Muse, City Clerk

APPROVED AS TO SUBSTANCE:

By: _____

Debra Figueroa, City Manager

APPROVED AS TO FORM:

By: _____

Karl Hanlon, City Attorney

CONTRACTOR:

By: _____

Name: _____

Title: _____

STATE OF COLORADO)

) ss.

COUNTY OF GARFIELD)

The foregoing AGREEMENT FOR PROFESSIONAL SERVICES was acknowledged before me this _____ day of _____, 2021 by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

City of Glenwood Springs

Addendum to Professional Services Agreement

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

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

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

5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is 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 this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that 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.

6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>).

7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.

8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.

9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR:

Dated: _____, 2021

By: _____

Name: _____

Title: _____

EXHIBIT B

City of Glenwood Springs

Additional Insurance Requirements

1) The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by the Contractor pursuant to this contract and shall not start work under this contract until such insurance coverage has been obtained and approved in writing by the Contract Administrator.

2) All insurance policies required hereunder shall include a thirty (30) day notification of cancellation. In that the Contract's Contract Administrator will be notified in writing, 30 days prior to any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.

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

5) All required insurance coverage must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to the City of Glenwood Springs. The insurers must also have policyholders' rating of "A-" or better A.M. Best Company.

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

General Liability

Policy form:	Occurrence
Policy Aggregate	\$ 2,000,000
Products/completed operations aggregate	2,000,000
Each occurrence limit	1,000,000
Personal & advertising injury limit	1,000,000
Products/completed operations	
Defense in excess of limits	
Per location / per job aggregate limit	
Blanket contractual	

Independent contractors

Primary & non-contributory

Show Waiver of Subrogation in favor of the City All locations / operations

(if not, show city job/location specifically)

Name the City as “Additional Insured”

Automobile Liability:

Combined single limit:..... \$ 1,000,000

Any auto (or Hired & Non-owned, if you own no vehicles)

Show Waiver of Subrogation in favor of the City

Primary & non-contributory

Auto pollution liability (IF you carry any hazardous cargo)

(If the Vendor is providing repairs to City vehicles on the Vendor's property, the Vendor

shall possess Garage Liability Insurance, covering premises, auto and completed operations)

Name the City as “Additional Insured”

Workers’ Compensation:

Workers Compensation benefits: per Colorado Statute

Employers liability – limit per accident \$ 100,000

Employers liability – limit per disease 100,000

Employers liability – disease aggregate 500,000

All owners/officers who will be on City property or job site must be covered

Show Waiver of Subrogation in favor of the City

Coverage must apply to workers in Colorado

Professional Liability Insurance with an endorsement for work under this Contract, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.