

**Request for Proposal**

**THREE MILE CREEK CONFLUENCE COMPREHENSIVE  
PLANNING AND DESIGN PROJECT**

**#BD 2019-014**

for the  
City of Glenwood Springs

January 11, 2019



**Proposal Deadline:** February 15, 2019, 2:00 p.m. Local Time

For additional information contact:

Mary Lou Haflinger, Contracts Coordinator  
City of Glenwood Springs  
(970-384-6468)

## **REQUEST FOR PROPOSAL – Three Mile Creek Confluence Comprehensive Planning and Design Project**

### **COMMUNITY PROFILE AND BACKGROUND**

Located on Colorado's western slope of the Rocky Mountains, Glenwood Springs is a growing community of 9,906 people. Incorporated in 1885 and consisting of 4.8 square miles, the city sits at the confluence of the Roaring Fork and Colorado Rivers at an elevation of 5,763 feet and is immediately surrounded by steep-sided mountains that rise to an elevation of over 9,500 feet. Throughout its history and continuing today, Glenwood Springs is known for its medicinal hot sulfur springs that draw tourists from around the world. In addition to the hot springs, the city's proximity to many natural resources attracts outdoor enthusiasts including anglers, hikers, bicyclists and whitewater rafters, to name a few.

The iconic Hot Springs Pool and Hotel Colorado are located across the intersection from the North Landing project site. Both attractions were built by Walter Devereux and his brothers in 1888. The 125-year-old hotel served as lodging for many famous historic visitors throughout history, including Presidents Theodore Roosevelt, Benjamin Harrison and William H. Taft and actor Tom Mix. It was listed on the national register in 1977.

Today, in addition to the hot springs, the city's proximity to many natural resources attracts outdoor enthusiasts including anglers, hikers, bicyclists and whitewater rafters. Tourism is arguably the City's most important business segment. Overnight visitors accounted for \$1.03 million in City accommodation tax revenue in 2016 and \$41 million in lodging business volume. From June 2015 to July 2016, the city saw 1.3 million visitors – visiting from other parts of the United States and abroad (including the United Kingdom, Canada, Germany, Australia, Netherlands, France, and Japan).

### **PROJECT FRAMEWORK**

The City of Glenwood Springs is accepting proposals from experienced firms or consulting teams to prepare a comprehensive plan and design for the Three Mile Creek Confluence area with the Roaring Fork River. The Three Mile Creek Confluence is located on a stretch of shoreline where Three Mile Creek meets the Roaring Fork in Glenwood Springs, Colorado (see attached map, **Exhibit A**). The river banks, approximately 600 linear feet, at the Three Mile Confluence are steep, debris-ridden, and severely degraded/eroded as evidenced in the attached photos. Access from both the Roaring Fork River and the adjacent Atkinson Trail brings significant water related recreational use and pedestrian traffic to the area resulting in the acceleration of erosion and related water quality impacts to the Roaring Fork River (see attached photos, **Exhibit B**, of degraded conditions). The erosion of the banks has also caused a loss of streamside buffers, leading to reduced nutrient filtering, bank destabilization, increased soil and land loss, poor moderation of water temperature (which helps to dissolve oxygen necessary for fish health), and depletion of terrestrial wildlife habitat and corridors of movements.

While the City implemented short term erosion control measures (plans attached as **Exhibit C**) at the site this past fall, there is a significant need for a comprehensive planning and design of

necessary improvements to accommodate the heavy, multi-recreational use from anglers, pedestrians, beachgoers, rafters, etc. and limit future erosion/water quality related issues, identify necessary bank re-grading, invasive species removal, and rock/recreational equipment placement necessary to stabilize the steep and eroded river banks, and improve storm water management.

A known minor drainage issue exists within the project area the City would also like to address. During the construction of the Atkinson Trail, wetlands were developed to mitigate others impacted by the bicycle/pedestrian improvements. A small retention area was created in order to filter drainage from the trail and sulfuric seepage from the adjacent hillside. The area consistency retains a greater depth of water than will allow for wetlands plant species to thrive and flourish and instead is a breeding grounds for mosquitos and noxious odors. A former, not executed, proposal to address the matter is included (**Exhibit D**) to help explain the work needed for this aspect of the project.

### **SCOPE OF PROJECT**

The tasks below outline the planning, engineering design, and construction management needs for the project. Construction activities decided upon through the planning process will likely require various US Army Corp of Engineers (wetlands and/or in channel work) and City (excavation and floodplain permitting) permit review processes. Note: National Wetlands Inventory includes Atkinson Canal as PEM1Cx wetland.

**Task 1 (Scoping, Data Collection, and Public Outreach):** Review of existing documents. Agency and stakeholder identification. Kick-off meeting with staff/project team/stakeholders to discuss project approach, requirements/scope, identify goals, define milestones, and prioritize actions (the City is willing to provide meeting space and/or staff for all stakeholder engagement). Site visit and physical analysis to collect necessary data, and determine opportunities and constraints. Review/determine applicable code or design and construction permit requirements related to Colorado Parks and Wildlife, US Army Corp of Engineers, City Engineering Standards, and City Flood Damage Prevention Ordinance.

**Task 2 (Concept Designs and Public Outreach):** Develop design alternatives (site plan, concept grading plan, material and quantities, preliminary cost estimates (City one foot contour data available). Stakeholder engagement (meeting/outreach/etc.) to review and provide input/direction on design alternatives.

**Task 3 (Trail Connectivity Analysis and Concept Designs – ½ Mile Atkinson Trail South Extension and/or other alternatives):** Develop design alternatives (site plan, concept grading plan, material and quantities, preliminary cost estimates (City one foot contour data available). Stakeholder engagement (can combine with Task 2) to review and provide input/direction on design alternatives.

**Task 4 (Construction Document Design - Three Mile Confluence and Atkinson Trail Drainage Modification Only):** One foot contour surveying of project area. Submittal of floodplain study

which analyzes potential impacts of proposed design, including potential No Rise certification or analysis of 0.5' of rise or less in the 100 year flood plain. Submittal of 30% and 90% construction documents (plans and technical specifications) and cost estimates for City staff review to include (site plan, materials/quantities, grading/drainage plan, landscaping plan, construction access and pedestrian detour plan, demo plan, habitat restoration plans, reclamation plan, irrigation design and construction detail sheets). Determine any necessary wetland permitting (assumes straightforward approach to wetlands in canal). Assumes relatively basic amenity package and natural features.

**Task 5 (Construction Documents - Three Mile Confluence and Atkinson Trail Drainage Modification Only):** Final project stamped bid set with construction drawings/specifications and bid estimates and permitting (excavation, wetlands, floodplain, etc. for Task 4 only).

**Task 6 (Construction Engineering Services - Three Mile Confluence and Atkinson Trail Drainage Modification Only):** Proposed construction schedule and cost estimate for construction management and oversight.

The City will provide aerial photography, base maps, and topography information to assist in this project where available.

**PROJECT TEAM**

The selected consultant/team shall develop the Plan by working with project stakeholders representative of the following:

|   |   |
|---|---|
| <p>City Boards/Commissions Representatives:</p> <ul style="list-style-type: none"> <li>• Parks and Recreation Commission</li> <li>• River Commission</li> <li>• Other City residents</li> </ul> | <p>City Staff Representatives:</p> <ul style="list-style-type: none"> <li>• City Engineer</li> <li>• Parks Crew Leader</li> <li>• Senior Planner</li> </ul> |
|---|---|

**PLAN DEVELOPMENT & PROJECT TIMEFRAME**

The City expects to complete the project by December 31, 2019.

**SUBMISSION REQUIREMENTS**

The City of Glenwood Springs requests that proposers limit the length of their submittals to 40 pages (one-sided) not including covers or dividers. Submit nine (9) copies, and one (1) unbound copy suitable for photocopying, of your response to this Request for Proposal on or before 2:00 P.M. local time, February 15 , 2019 (note: this is not a postmarked date). Submittal by FAX is not acceptable for this proposal. **Responses may also be submitted electronically to [bidresponse@cogs.us](mailto:bidresponse@cogs.us) no later than the required time and date. Include #BD2019-014 in the subject line of the email. The official time of receipt will be determined by the time stamp on the email received. Proposers are encouraged to submit early to avoid any confusion on timing. If submitting an electronic response, the required number of copies listed above must be received no later than two (2) business days following the Due Date.**

Please include the following information in your response:

- Cover letter expressing interest in the project and contact information.
- Examples of at least three projects similar in scope to this request including location, scope of project, client name & contact, and project budget.
- Firm profile including firm background, number of years in business, size of firm, names and resumes or vitas of key staff who will be assigned to this project. If you are partnering with another firm please include the same information for all partners and a description of their expected level of involvement in this project.
- Rate sheet for staff members that will be assigned to this project including incidentals and travel expenses.
- Indication of availability to begin and complete the project.
- References. Please provide a minimum of three references for recently accomplished work. If you are partnering with one or more firms, please also include a minimum of three references for each firm.
- Any additional information that will demonstrate the firm's qualifications and ability to successfully complete a project of this scope.
- Project budget and cost

Mail or deliver responses to:

City of Glenwood Springs Procurement Department  
101 W. 8<sup>th</sup> Street, First Floor  
Glenwood Springs, CO 81601

If mailing or delivering your response, it must be in a sealed package with the following information clearly delineated on the outside of the package:

Name of the Firm  
BD#2018-039  
Three Mile Creek RFP  
Due Date: February 15, 2019

**Responses may also be submitted electronically to [bidresponse@cogs.us](mailto:bidresponse@cogs.us) no later than the required time and date. Include #BD2019-014 in the subject line of the email. The official time of receipt will be determined by the time stamp on the email received. Proposers are encouraged to submit early to avoid any confusion on timing. If submitting an electronic response, the required number of copies listed above must be received no later than two (2) business days following the Due Date.**

**LATE RESPONSES**

Responses received after the time and date specified, whether delivered or mailed, 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 Procurement Department prior to the time and date specified.

**SCHEDULE OF ACTIVITIES:**

The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

**SELECTION SCHEDULE**

|   |                                       |
|---|---------------------------------------|
| Advertise proposal  | January 11, 2019 and January 21, 2019 |
| Pre-proposal meeting  | January 23, 2019 1:30 PM              |
| Proposal questions due  | January 30, 2019 2:00 PM              |
| Responses due   | February 15, 2019 2:00 PM             |
| Project team review; consultant ranking; interview scheduling if needed | Begins February 18, 2019              |
| Award of contract   | Mid-March (anticipated)               |

**PRE-PROPOSAL CONFERENCE IS RECOMMENDED**

A pre-proposal conference will be held on January 23, 2019 at 1:30 PM in Council Chambers at City Hall, 101 West 8<sup>th</sup> Street, Glenwood Springs, Colorado to discuss the requirements of the Request for Proposal. A representative of the Vendor is encouraged to attend this conference in order to become familiar with the Scope of Work. Following the pre-proposal conference, you will be allowed to inspect the site to assist in the formulation of your response

**SELECTION PROCES:**

The project team will review and evaluate submittals based upon the firm’s demonstrated ability to meet the purpose and requirements of this Request for Proposal. Specific evaluation criteria include:

1. Degree to which the proposal meets or exceeds the terms of the Request for Proposal.
2. Experience and availability of the firm(s) and key personnel assigned to the project and performance on similar area scenario master planning projects, including demonstrated expertise in the areas of land use, aviation, and economic analysis/planning.
3. Quality, clarity, creativity, and understanding of the detailed scope of work outlined by consultant that clearly and specifically illustrates the tasks that will be completed and accomplished to reach and develop the final Master Plan work product.
4. Results of reference checks and past performance for other clients.
5. Proposing firm’s fee structure (“not to exceed cost”) based on the services to be provided including all expenses.
6. Consultant’s approach to their project time-line as it relates to their proposed tasks and scope of work outlined within their submitted proposal. Project must be completed no later than December 31, 2019.

The criteria are not listed in any particular order of importance. From the responses received, the project team will rank the responses, and may decide to schedule oral interviews with the top

two or three ranked firms. After completing the interviews, the City will select a firm then negotiate and finalize the specific work plan with the selected firm. The City of Glenwood Springs reserves the right to reject any and all submittals.

**INSURANCE REQUIREMENT:**

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 \$ 1,000,000  
Products/completed operations aggregate \$ 1,000,000  
Each occurrence limit ..... \$ 500,000  
Personal & advertising injury limit \$ 500,000  
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"**

**Professional Liability: {IF you render professional services }**

Policy form: Occurrence  
(if not, claims-made retro date must predate our contract or date of service)  
Per claim or occurrence limit ..... \$ 1,000,000  
Blanket contractual  
Primary & non-contributory  
Show Waiver of Subrogation in favor of the City  
Per location / per job aggregate limit  
Defense in excess of limits  
Designated profession must be applicable to your work for our City

**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

Insurance companies providing the coverages specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than “A-“by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage, as required.

**INDEMNIFICATION**

The successful Vendor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever 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.

**RESPONSE TO QUESTIONS**

Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Mary Lou Haflinger, Contracts Coordinator, City of Glenwood Springs, 101 West 8<sup>th</sup> Street, Glenwood Springs, Colorado 81601, [marylou.haflinger@cogs.us](mailto:marylou.haflinger@cogs.us) fax number 970-945-2597. The vendor submitting the question shall be responsible for ensuring that the question is received by the Contracts Coordinator at least **five** (5) calendar days prior to the scheduled opening of the Proposals.

Any official interpretation of this Solicitation must be made by an agent of the City's Procurement 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 Procurement Department.

**RESPONDENT DUE DILIGENC:**

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 of Glenwood Springs. Failure on the part of any respondent to make such examination and become informed shall not constitute grounds for declaration of not understanding the conditions with respect to making its response to this Request for Proposal.



**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.

**AMENDMENTS**

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, an addendum to the RFP will be available to each potential Respondent who has obtained a RFP. Amendments to this RFP may be issued at any time prior to the time set for receipt of Proposals. Respondents are required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed RFP submittal.

**WITHDRAWAL OR MODIFICATION OF RFP**

Any respondent may modify or withdraw a RFP in writing at any time prior to the deadline for submission of the RFP. Any request for withdrawal of a RFP must be signed by the individual who signed the initial RFP.

**ACCEPTANCE**

- A. Any RFP received shall be considered an offer, which may be accepted by the City based on initial submission without discussions or negotiations.
- B. 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 at any time within ninety (90) days from the closing.
- C. 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.
- D. Failure of the respondent to provide in its RFP any information requested in the RFP may result in rejection for non-responsiveness.

**REQUEST FOR PROPOSAL PREPARATION COST**

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

## **SUBMITTAL OWNERSHIP**

- A. All materials submitted in response to solicitation 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 Proposals received, subject to the confidential or proprietary limitations contained herein. Disqualification of any document does not restrict or eliminate this right.
- B. Following the award of a contract, responses to this solicitation 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. Respondents are advised to consult with 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 Respondents.
- C. This is not a public bid opening, therefore, the City of Glenwood Springs will not release any information except for a list of vendors who submitted proposals. The City will confirm receipt of your Request for Proposal if requested.

**(SAMPLE) AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES is made this \_\_\_\_ day of \_\_\_\_, 2019 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 \_\_\_\_\_, 2016 and shall extend until \_\_\_\_\_, 2016, 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. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

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<br>City of Glenwood Springs<br>101 West 8 <sup>th</sup> Street<br>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 \_\_\_\_\_, 2019.

CITY OF GLENWOOD SPRINGS

ATTEST:

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
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 \_\_\_\_\_, 2019 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

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, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> 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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_