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**REQUEST FOR PROPOSAL
9168 CONSULTING ENGINEERING SERVICES - STREAM REHABILITATION
AND ENHANCEMENT PROGRAM**

The City of Fort Collins is requesting proposals from qualified Design Engineering Consultant Teams to provide planning, design and resident engineering services for the Stream Rehabilitation and Enhancement Program (SREP) of Capital Improvement Projects (CIP).

As part of the City's commitment to Sustainable Purchasing, proposals should be submitted online through the Rocky Mountain E-Purchasing System (RMEPS) at <http://www.bidnetdirect.com/colorado/city-of-fort-collins>. *Note: please ensure adequate time to submit proposals through RMEPS. Proposals not submitted by the designated Opening Date and Time will not be accepted by the system.*

A pre-proposal meeting will be held at 10:00 AM MST, on August 11, 2020. The meeting information is as follows:

Please join the meeting from your computer, tablet or smartphone.

<https://us02web.zoom.us/j/87582007728?pwd=TG5lQ0x2L1Y4VllxSlhHMk5ZRUIFdz09>

Meeting ID: 875 8200 7728

Passcode: 610831

Find your local number: <https://us02web.zoom.us/j/87582007728?pwd=TG5lQ0x2L1Y4VllxSlhHMk5ZRUIFdz09>

All questions should be submitted, in writing via email, to Pat Johnson, CPPB, Senior Buyer at pjohnson@fcgov.com, no later than 4:00 PM MST (our clock) on August 14, 2020. Please format your e-mail to include RFP 9168 Consulting Services - Stream Rehabilitation and Enhancement Program in the subject line. Questions received after this deadline may not be answered. Responses to all questions submitted before the deadline will be addressed in an addendum and posted on the Rocky Mountain E-Purchasing System webpage.

Rocky Mountain E-Purchasing System hosted by Bidnet

A copy of the RFP may be obtained at <http://www.bidnetdirect.com/colorado/city-of-fort-collins>.

This RFP has been posted utilizing the following Commodity Code(s):

91842	Engineering Consulting
92517	Civil Engineering
92523	Dam Engineering
92528	Drainage Engineering
92533	Professional Engineering
92558	Irrigation; Drainage; Flood Control/Engineering

Prohibition of Unlawful Discrimination: The City of Fort Collins, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its vendors to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party vendors and their subcontractors at every tier.

Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Vendors may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, the Vendor may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. **All provisions of any contract resulting from this request for proposal will be public information.**

New Vendors: The City requires new Vendors receiving awards from the City to fill out and submit an IRS form W-9 and to register for Direct Deposit (Electronic) payment. If needed, the W-9 form and the Vendor Direct Deposit Authorization Form can be found on the City's Purchasing website at www.fcgov.com/purchasing under Vendor Reference Documents. **Please do not submit with your proposal.**

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

Collusive or Sham Proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The City of Fort Collins reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Utilization of Award by Other Agencies: The City of Fort Collins reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts to

utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Fort Collins in the current term or in any future terms.

The selected Vendor shall be expected to sign the City's standard Agreement prior to commencing Services (see sample attached to this Proposal).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Geny Paul', is written over a printed name and title.

Geny Paul
Purchasing Director

I. BACKGROUND & OBJECTIVE / OVERVIEW

A. Objective

The City of Fort Collins is requesting proposals from qualified Design Engineering Consultant Teams to provide planning, design and resident engineering services for the Stream Rehabilitation and Enhancement Program (SREP) of Capital Improvement Projects (CIP).

The primary use of these on-call engineering services will be in the areas of planning, engineering, design, environmental and ecological studies for capital improvements of stream rehabilitation, habitat enhancement and water quality improvement projects throughout the City of Fort Collins Utilities service area. Additionally, engineering services for other stormwater related projects may be requested through this contract.

One of the upcoming Capital Improvement Projects utilizing this contract will be Mail Creek SREP at Two Creeks Natural Area (Reach 1-1). The Mail Creek project will address severe erosion and vertical banks that are a threat to public safety, private property, stormwater conveyance, and water quality. The project may also increase the width of the floodplain and support higher quality emergent wetlands and riparian habitats. Water quality improvements may also include rehabilitation of existing stormwater facilities such as detention basins, swales and outfalls to treat stormwater runoff for this basin. These improvements will include stabilizing the creek beds and banks through a combination of bio-engineered designs, and re-vegetation as well as habitat and water quality improvements. This Mail Creek project reach will also require dedication of easement from a private property owner to construct and maintain the improvements.

The objectives for this project will be to fully design, permit, build and evaluate over time, the subsequent performance of the stream rehabilitation and enhancements.

B. Background

Fort Collins is a vibrant community of approximately 175,000 located 65 miles north of Denver, at the base of the foothills of the Rocky Mountain. The City is 57 square miles in size and our population includes over 24,000 college students.

The City of Fort Collins Utilities Service Area provides water, wastewater, stormwater, electric, and broadband services to residential, business, and industrial customers. The development, maintenance, and improvements of each utility service is provided through an Enterprise funding system of fee collections. Revenue from each utility service is collected and expended separately from each other. More information about Utilities can be found at www.fcgov.com/utilities.

Within the Stormwater Utility, a master plan has been developed and adopted for each of the 12 City of Fort Collins stormwater basins. The Stormwater Master Plan (<https://www.fcgov.com/utilities/what-we-do/stormwater>) is a layered compilation of various studies, modeling results and engineering assessments. The three core components of these master plans are a hydrologic study, a hydraulic assessment, and a selected plan of improvements to reduce flood risk. Each stormwater basin (12 basins) across Fort Collins has its own individual basin master plan, which in turn is comprised of Flood Protection and Mitigation Plans including stream rehabilitation projects and regional water quality BMP retrofit projects.

In 2008, the Fort Collins City Council directed the Stormwater Utility to repurpose the Stormwater Program to include stormwater quality and stream rehabilitation with a focus on the following goals:

- Improve environmental, social, and economic health of watersheds in the City of Fort Collins
- Create sustainable aquatic, riparian, and terrestrial habitat within City's streams
- Improve connectivity throughout each basin
- Improve water quality within City's urban streams
- Integrate stream improvements into existing City master plans – Land Use, Natural Areas, Parks, Trails, etc.

In 2011 the City hired Colorado State University (CSU) to conduct a stream rehabilitation stability study. This study prioritized future stream management and rehabilitation work on 10 streams within the City in coordination with the basin specific water quality BMP selected plans. The study quantified the geomorphic, erosional susceptibility, and physical habitat state of these streams. This information along with the triple bottom line (TBL) criteria from the City was incorporated into a multi-criterion decision analysis (MCDA) matrix to provide a guide for future planning. A multi-discipline approach was used to complete the MCDA including input from the Stormwater Department, Natural Resources, Sustainability, Engineering, Environmental Planning, Outreach and Natural Areas Board.

In 2012, the Stream Rehabilitation and Enhancement Program (SREP) project reach list was created with the (MCDA) tool to provide a flexible, rational, and transparent means to rank and prioritize projects. City Council approved an update to the Stormwater Master Plan in accordance with Stormwater Repurposing goals to incorporate the program

Presently the City of Fort Collins Stormwater Utility continues to recognize the increasing need for innovative engineering and sustainable water quality solutions for the rehabilitation of the stream and river corridors across the City of Fort Collins. Throughout these corridors, fish and wildlife habitat have been compromised or destroyed, stream bank and bed erosion have created safety concerns, water quality issues continue to arise, and development has impacted the natural ecology of the corridors. Project designs and construction seek to minimize the impacts to neighborhoods and the environment while still accomplishing the stated goals, reducing flood risk, and fully utilizing sustainability strategies. These are the primary issues the Stream Rehabilitation and Enhancement Program (SREP) is tasked with addressing.

Examples of On-Call projects that may be required under this contract are projects listed in the MCDA including Mail Creek at Two Creeks Natural Area (Reach 1-1), other opportunity or partnership projects such as Spring Creek drop structure at the College Avenue bridge, Edora Park irrigation pond improvements on Spring Creek, and Poudre River floodplain rehabilitation improvements. Previous On-Call contracts have generally resulted in the design and construction of 1 to 3 projects annually of varying scope, complexity, and fee.

II. SCOPE OF PROPOSAL

A. Scope of Work

General Scope of Services – including services for On-Call Future Projects and the Mail Creek SREP at Two Creeks Natural Area. The following is a list of services which may be requested of the awarded Consultant for stream rehabilitation and stormwater capital projects. While it identifies several services that may be needed, it may not be all inclusive of the scope required and all services may not be used.

1. Perform design services for all types of stormwater infrastructure including stream and habitat rehabilitation, open channels, storm sewers, detention basins, levees, energy dissipation, erosion protection, existing or conflicting utility and/or Right of Way infrastructure modifications, etc.
2. Perform hydrologic/hydraulic modeling and master planning for stormwater projects utilizing EPA SWMM and 1D and 2D modeling software such as FLO 2-D, SRH-2D and HEC-RAS.
3. Provide professional geomorphology services and any required sediment transport analysis or modeling.
4. Provide Civil and Structural Engineering required for the design of the project.
5. Provide Environmental Engineering and Ecological Consulting as required to complete tasks such as environmental studies, wetlands delineation, cultural surveys, geotechnical assessments, Threatened and Endangered species surveys, habitat and wildlife assessments, Leaking Underground Storage Tanks (LUST) site identification, etc.
6. Provide Subsurface Utility Engineering (SUE) services including field locations, potholing, and surveying to produce stamped SUE plans in compliance with State of Colorado requirements as needed.
7. Provide Landscape Architecture and Urban Planning services including landscape design, renderings and drawings as required.
8. Provide Geotechnical Engineering services required for the design process and for testing during construction projects.
9. Provide surveying required for the design of the project and baseline control for contractor use during construction by a Professional Land Surveyor.
10. Identify easements and properties required for any on/off-site construction and prepare all legal descriptions and exhibits needed by City staff for acquiring all easements and/or properties. Include required surveying by a Professional Land Surveyor.
11. Prepare and integrate BMP water quality solutions (Low Impact Development / Green Infrastructure, etc.) into stormwater design solutions and develop guidelines for long-term maintenance of water quality facilities.
12. Prepare floodplain permit applications as required, including No-Rise certifications and CLOMR/LOMR as required for both FEMA and City regulated floodplains.
13. Prepare any/all permits and documentation necessary for certification of a levee with all applicable regulatory agencies as required...
14. Prepare project reports, technical memorandums, and basis of design documents.

15. Prepare construction contract documents including construction drawings (including SUE, Plan and Profile, Details, etc.) and Technical Specifications for capital improvement projects using CSI format and the City of Fort Collins' modified EJCDC General Conditions. Drawings will be AutoCAD Civil 3D (Version 2014 or newer) generated. "As-Built or Record Drawings" will be provided to the City in electronic format (PDF and AutoCAD files) on flash-drives/thumb-drives at the completion of each project. Each "As-Built" drawing will be stamped original at the completion of each project, which will become the property of the City of Fort Collins Utilities.
16. Prepare erosion control plans in accordance with all applicable regulatory agencies as required.
17. Prepare Engineer's Opinion of Probable Construction Costs (OPCC) for project at various stages throughout project, as required, which may include Association for the Advancement of Cost Engineering (AACE) estimate classes from Class 5 through Class 1.
18. Provide resident engineering, construction administration and oversight, submittal review and field inspection services. Resident Engineering duties must be performed with experienced and qualified personnel approved by Fort Collins Utilities Project Manager.
19. Provide detailed written monthly progress reports throughout the duration of the design and construction of all work. The progress reports will be part of the monthly billing submittal.

Additional support services that may be needed:

1. Provide redesign and retrofitting of water distribution and wastewater collection systems.
2. Provide trenchless design for the rehabilitation of underground utility infrastructure.
3. Coordinate, manage, and participate in Public Outreach efforts including open houses, presentations, individual meetings, publications, graphics, story maps, etc.

B. Delivery Approach

Utilities' capital projects are typically delivered using one of the City's alternative delivery methods. As part of alternative delivery, the Consultant is part of a project team consisting of the City's Project Manager(s) and other City staff, project Construction Contractor Team, and the selected Design Engineer Team. This team will work together in a collaborative manner during design phases through the completion of construction. Each team member has significant involvement in the development and execution of design and construction concepts which are utilized for the successful completion of projects. Participation by all team members throughout the project is expected and encouraged to allow innovation and to enhance project quality and value.

For the Mail Creek Stream Rehabilitation at Two-Creeks Natural Area project, the selected Design Engineer Team, and the Construction Contractor's Team (chosen through a separate RFP) will join a collaborative project team, which includes the City's Project Manager(s) and staff beginning at the 0%-30% level. Multiple design and construction components, including but not limited to material selection and construction methods, will require the Contractor's invaluable input to contribute to the success of the project.

Future on-call Projects proposed under this Agreement may be managed utilizing alternative delivery methods in which construction contractors and subcontractors may be included early in the design phase, starting between 0 and 50% design stages. Delivery method selection will be determined by the City of Fort Collins Utilities on a project-by-project basis dependent on variables which may include, but are not limited to, anticipated budget, project complexity, timeline and schedule. Experience with alternative delivery methods wherein contractors are included during various stages of design and construction is required.

Work will be on an as needed basis with the scope of work to be defined and a work order negotiated prior to the time the work on each project is commenced. Annual budget for Stream Rehabilitation Projects is projected to be \$800,000-\$2,000,000 per year. This budget will cover design fee's, project administration, project management and construction. Budget offers for all projects are made bi-annually and frequently involve more than one year's funding. Budget offers for this program have been well received in the years since inception. This is an indicator of the level of work that can be expected but should not be interpreted as a guarantee of future work.

C. Anticipated Schedule

The following represents the City's target schedule for the RFP. The City reserves the right to amend the target schedule at any time.

- RFP issuance: July 29, 2020
- Pre-Proposal Meeting: 10:00 AM MST on August 11, 2020 (via Zoom)
- Question deadline: 5:00 PM MST on August 14, 2020
- Final addendum issued August 19, 2020
- Proposal due date: 3:00 MST (our clock) on September 9, 2020

D. Deliverables/Milestones

Deliverables/Milestones will be determined for each individual project or project phase and be documented on each Work Order.

Anticipated Mail Creek Stream Rehabilitation at Two-Creeks Natural Area milestones (tentative):

<u>Milestone</u>	<u>Tentative Time</u>
Design Engineer Team and Contractor Team Partnering Kick-Off	January 2021
Project Work Plan and Permit Management Plan (PWP)	January 2021
Reach assessment and 30% Design complete	Spring 2021
60% Design complete	Summer 2021
Final Design complete	Fall 2021
Final Construction Estimate complete	Fall 2021
Begin Construction	Nov'21-Jan'22
Finish Construction	April 2022

E. Interviews

In addition to submitting a written proposal, the top-rated Design Engineer Teams may be interviewed by the RFP assessment team and asked to participate in an interview/interactive presentation to provide an overview of the company, approach to the sample project and delivery method, and to address questions. The evaluation criteria for the oral interviews will be the same as the criteria for the written evaluations and is included in Section IV.

F. Travel & Expenses

Consulting Firms are to provide a list of fees for reimbursable expenses. Reasonable expenses may be reimbursable per the current rates found at www.gsa.gov.

G. Subconsultants

Consultant will be responsible for identifying any subconsultants in their proposal. Please note that the City will contract solely with the awarded Consultant; therefore, subconsultants will be the responsibility of the Consultant.

H. Financial Qualifications (CONFIDENTIAL)

Consultants are to submit the most recent financial statement (audited preferred) including balance sheet and income statement, as well as a statement of cash flows. Also provide a banking reference (name, address and phone number). The financial information shall be submitted in a separate file marked Confidential. The financial information will be considered confidential commercial and financial data pursuant to the Colorado Open Records Act (C.R.S. 24-72-201 et. seq.)

I. Current standards

All work and/or materials must meet current standards in force by recognized technical and professional societies, trade and materials supply associations, institutes and organizations, bureaus and testing laboratories, and national, federal, state, county, and local laws, codes and ordinances.

J. Fees, Licenses, Permits

The successful Consultant shall be responsible for obtaining any necessary licenses, fees or permits without additional expense to the City. All equipment shall be properly licensed and insured, carry the appropriate permits and be placarded as required by law.

K. Laws and Regulations

The Consultant agrees to comply fully with all applicable local, State of Colorado and Federal laws and regulations and municipal ordinances. The Consultant further agrees to comply fully with the Occupational Safety and Health Act, all regulations issued there under and all state laws and regulations enacted and adopted pursuant thereto.

L. Agreement & Term

The intent of the City of Fort Collins is to award contracts to one or two qualified Consultants and their subconsultants (Design Engineer Team) for the services outlined in this RFP. The Consultants and the City will enter into a Professional Services Agreement Work Order Type known as the "Master Agreement". This Master Agreement

will cover the design, preconstruction, and construction phases of work. Work will be on an as-needed basis with the scope of work to be defined and a Work Order negotiated prior to commencement of each project. It is anticipated that design, preconstruction, and construction work will be conducted in phases, with Work Orders negotiated and issued for each phase of work as the project progresses. The Master Agreement contains the terms and conditions of the contract, a general scope of work, hourly rates, insurance, etc. The resulting Agreement(s) will have an initial term of one (1) year and may be extended at the City's option for additional one-year periods not to exceed four (4) additional one-year periods, subject to mutual agreement by both parties.

Included with this RFP is a sample Master Agreement that the City intends to use for obtaining the services of the Consultant. The Consultant is required to review the Master Agreement and indicate any objections to the terms of the Agreement. If revisions to the contractual terms are requested, provide suggested revisions as part of the proposal submittal.

M. Work Orders

Work will be conducted in phases under the Master Agreement and authorized by individual Work Orders (a sample Work Order form is included in the attached Master Agreement) as the project progresses. The Consultant shall provide all personnel, materials, equipment and supplies necessary to complete the services set forth in the applicable Work Orders.

If the City has agreements with multiple Consultants for the Work, the City reserves the right to choose which Consultant to contact regarding the project, unless order of preference has been established during the contracting process.

Each Work Order form must include a start and completion date, total cost and a general summary of work. Subsequent supporting documentation pages may include a detailed scope of work, project schedule, deliverables, number of hours, cost detail supporting total cost including hourly rates, personnel details, materials, subconsultants, fee schedules, and expenses. Cost factors outlined in the Work Order will be based on the budgetary cost factors submitted in the RFP response and subsequently negotiated and incorporated in the contract. Consultant and subconsultant Fee Schedules will be firm for the first year of the Master Agreement and may be updated annually in subsequent years based on fair market indices, upon the agreement of both parties.

It is possible that the City will choose not to incorporate one or more portions of the general scope of services described in this RFP into any Work Orders executed pursuant to this RFP. Similarly, additional similar services may be added to the Master Agreement if required.

No Work Order over \$5,000 will be considered valid until signed, at a minimum, by the Consultant, Project Manager and Purchasing Department representative and a purchase order is issued. Depending on the cost and nature of the work, additional signature authorization may be required. Any changes to the dates, cost or scope of any Work Order must be agreed upon in writing utilizing the City's Change Order (included in the sample agreement) and will not be considered valid until signed, at a minimum, by the Consultant, Project Manager and Purchasing Department representative

N. Invoicing and Payment

Invoices should be emailed monthly to invoices@fcgov.com with a copy to the Project Manager. The cost of the work completed shall be paid to the Consultant each month

following the submittal of a correct invoice by the Consultant indicating the project name, Purchase Order number, task description, hours worked, personnel/work type category, hourly rate for each employee/work type category, date of the work performed specific to the task, percentage of that work that has been completed by task, 3rd party supporting documentation with the same detail and a brief progress report.

Payments will be made using the prices listed on the agreed-to Price Schedule. In the event a service is requested which is not listed on the Price Schedule, the Consultant and the City will negotiate an appropriate unit price for the service prior to Consultant initiating such work.

The City pays invoices on Net 30 terms.

III. PROPOSAL SUBMITTAL

Please limit the total length of your proposal to a maximum of twenty (25) double sided or fifty (50) single sided 8 ½ x 11" pages (excluding cover pages, table of contents, resumes, dividers, Preferred Qualifications and Experience Form, and Acknowledgement form). Font shall be a minimum of 10 Arial and margins are limited to no less than 0.5" for sides and top/bottom. Extended page sizes, such as 11" x 17", count as a single page and should be used only for graphics, diagrams, or drawings not easily presented on 8 ½ x 11" pages. Please, no embedded documents. Proposals that do not conform to these requirements may be rejected.

For this section, Consultants are required to provide detailed written responses to the following items in the order outlined below. The responses shall be considered technical offers of what Consultants propose to provide and shall be incorporated in the contract award as deemed appropriate by the City. A proposal that does not include all the information required may be deemed non-responsive and subject to rejection.

Responses must include all the items in the order listed below. It is suggested that the Consultants include each of the City's questions with their response immediately following the question.

The City of Fort Collins shall not reimburse any firm for costs incurred in the preparation and presentation of their proposal.

A. Cover Letter / Executive Summary

The Executive Summary should highlight the content of the proposal and features of the program offered, including a general description of the program and any unique aspects or benefits provided by your firm.

Indicate your availability to participate in the interviews/demonstrations on the proposed dates as stated in the Schedule section.

B. Consultant Information

1. Describe the Consultant's business and background
2. Number of years in the business
3. Details about ownership
4. An overview of services offered and qualifications
5. Size of the firm

6. Location(s) of offices. If multiple, please identify which will be the primary for our account.
7. Primary contact information for the company including contact name(s) and title(s), mailing address(s), phone number(s), and email address(s). Complete Section V, Acknowledgement.

C. Scope of Proposal

1. Provide a detailed narrative of the services proposed per the scope of services described above. The narrative should include any options that may be beneficial for the City to consider.
2. Describe how the On-Call Future Projects would be managed and who would have primary responsibility for timely and professional completion.
3. Describe the methods and timeline of communication your firm will use with the City's Project Manager(s) and other members of the alternative delivery project team.
4. Include a description of the software and other analysis tools to be used.
5. Detail experience the Design Engineer Team has with alternative delivery methods and how these methods have contributed to innovative and successful design and construction processes. Include a recent partnering experience the Design Engineer Team has had with an Owner and Construction Contractor Team.
6. Discuss the Consultant's availability to respond to Utilities' infrastructure emergencies which may occur.
7. Identify any portions of the Scope of Services that may be performed by subconsultants.

D. Mail Creek Stream Rehabilitation at Two-Creeks Natural Area Proposal Example

The Mail Creek Stream Rehabilitation at Two-Creeks Natural Area (reach 1-1) project is the next planned stormwater project in the Stream Rehabilitation and Enhancement Program (SREP). A few significant problems related to flooding, public safety, water quality, habitat function and impacts to riparian area exist within this project. The Mail Creek stream reach is within an urbanized corridor and is experiencing severe bed and bank erosion, which in some cases, is threatening private property. Reconstruction, using bio engineered stream sections, typically include replacing existing grade control structures and disconnected channel segments with riffle drops and pools to promote native fish passage and improve aquatic habitat.

Mail Creek reach 1-1 is located just northwest of Fossil Creek Community Park in southeast Fort Collins. This segment of stream flows across land owned by the City of Fort Collins Natural Areas and Parks Departments and one private property owner. The upstream limit begins at the east side of the Mail Creek Lane roadway bridge and extends down through Two-Creeks Natural Area to the confluence of Fossil Creek. This reach is approximately 3,200 lineal feet of channel.

The project will involve three primary phases:

Phase 1 is to assess and determine a conceptual (30%) design by utilizing the existing program criteria and pre-design work previously developed. Work will also include field assessment, base-mapping, imagery, ecology and habitat

improvements, geomorphic controls (i.e., erosion potential and channel stability), aesthetic value and social benefits, sustainability, infrastructure protection, retrofit or removal of in-stream obstacles, irrigation flows, fish passage, cost, design renderings, public outreach including open house meetings, and practicality (the triple bottom line). The conceptual schedule calls for this to be a three to six-month task.

Phase 2 is to develop and complete the design including plans and specifications, cost estimating, floodplain modeling, public outreach, CLOMR/LOMR submission, and appropriate permit applications, easements, and use agreements.

Phase 3 is to initiate and complete construction. This will include pre-construction activities, construction oversight, as-built development and reporting, performance monitoring and corrective measures.

The proposal for the Mail Creek Stream Rehabilitation at Two-Creeks Natural Area project will become the basis for one of the first Work Orders under the Master Agreement awarded from this RFP. The costs supplied in response to the RFP will be used to assist in selecting the Design Engineer Team for this project. Although rates and expenses are elements of the evaluation criteria, the selected Consultant will not be bound to the bottom line submitted in response to this RFP. After contract award, City and Consultant will negotiate the first Work Order. The City reserves the right to modify the final scope of work in the event the costs exceeds the project budget.

In response to the RFP, provide the following information for the Phase 1:

- Conceptual design, as described above, of the Mail Creek Stream Rehabilitation at Two-Creeks Natural Area (reach 1-1) Project. In the interest of your time, the proposal needs only to be focused on Phase 1.

Detailed design is not required nor desired to be included in this proposal.

Proposal details should include:

1. Describe your recommended approach to Phase 1 described above. Provide a detailed narrative of the services proposed if awarded the contract for the Mail Creek Stream Rehabilitation at Two-Creeks Natural Area project scope above. The narrative should include any options that may be beneficial for the City to consider. Include a description of the software and other analysis tools to be used.
2. Discuss the design and construction factors to be considered during design, major issues you identify to be addressed, any risk factors, and all assumptions made based on the limited information provided. This effort will be used to evaluate the Consultant's ability to analyze a problem and propose an approach.
3. Submit a Scope of Work for the analysis and design efforts required to complete Phase 1 of the project described above with itemized tasks describing the Consultant's intended efforts, assumptions, work to be completed, and desired outcomes.
4. Provide a fee proposal spreadsheet for the Consultant's proposed Scope of Work. Identify the employee, title, hourly rate, and estimated hours per person for each proposed task. Price all services/deliverables, expenses, and fees

separately. Clearly identify the same information for any subconsultants. Show the supporting documentation for totals, expenses, markups etc.

5. Provide a detailed schedule identifying duration of each task and any critical path and key milestones for completing design for the portion of the project described above. Assume design is initiated January 10, 2021.
6. Provide a description of Design Engineer Team, including subconsultants and the services they will provide for this project. The commitment of key staff is critical to the City of Fort Collins Utilities and the success of this project.
7. Describe how the project would be managed and who would have primary responsibility for its timely and professional completion.
8. Describe the methods and timeline of communication your firm will use with the City's Project Manager(s) and other members of the alternative delivery project team.
9. Provide an Organization Chart/Proposed Project Team.

The City will provide the following information to the selected Consultant(s) at the beginning of conceptual design (not during the proposal process):

1. EPA SWMM Model for Mail Creek
2. FLO-2D Models for Mail Creek and Fossil Creek
3. 2013 LiDAR (although more current data may be available to the Consultant from other sources and detailed topographic survey will be required as part of the project.)
4. Schematic maps of Utilities' existing water, wastewater, and stormwater infrastructure (SUE may be required).
5. Various geotechnical reports from previous efforts (additional test holes will be required).
6. Construction plans and/or as-builts of the previous Fossil Creek SRE project (2015).

Firms interested in receiving the following information should provide name, firm name, phone number and email to Pat Johnson at pjohnson@fcgov.com. The information will be sent via the City's ftp site.

1. CSU Fort Collins Stream Assessments Report
2. Fossil Creek Vision Report
3. Prioritized Stream Rehab MCDA Tool
4. SREP Program Map
5. Water Quality Master Plan Map – Mail Creek
6. Water Quality Master Plan Map – Fossil Creek

Provide relevant information regarding previous experience related to this or similar Projects, to include the following:

1. Provide an Organization Chart/Proposed Project Team: An organization chart containing the names of all key personnel and sub consultants with titles and their specific task assignment for this Agreement project shall be provided in this section.
2. A list of qualifications for your firm and qualifications and experience of the specific staff members proposed to perform the consulting services described above for Mail Creek SREP.

E. Firm Capability & Assigned Personnel

Preferred Qualifications & Experience

Consulting Firms shall complete the following checklist (Y/N). Examples and references will be requested in the Proposal. A single project may be used to meet more than one of the described qualifications. In all instances, experience and projects completed must be within the past 10 years. This table will be on Rocky Mountain E-Purchasing System in Word format.

	Qualification	Details	Response (Y/N)
1	Experience designing stream or river rehabilitation systems and hydraulic structures	Consultant has completed at least two stormwater projects (including design and construction phase services) which included stream rehabilitation improvements greater than 1,000 LF in length, and at least two stormwater projects that included large scale energy dissipating structures or other hydraulic structure utilizing habitat or fish passage improvements.	
2	Experience designing stormwater systems utilizing BMP, Low Impact Development (LID) and Green Infrastructure techniques	Consultant has completed at least two stormwater infrastructure projects that incorporated LID and Green Infrastructure Techniques on a localized scale (such as bioswales, rain gardens, vegetative swales, permeable pavement systems, etc.)	
3	Experience designing municipal infrastructure in existing urban areas	Consultant has completed at least two municipal infrastructure water, wastewater, or stormwater projects (including design and construction phase services) in existing Rights-of-Way, Parks, Natural Areas, and through established residential neighborhoods and business areas.	
4	Experience with ecological and habitat restorations	Consultant or subconsultant on proposed Team has completed at least two municipal, state and/or federal infrastructure projects that incorporated landscape planning with ecological and habitat restoration	
5	Experience in hydrologic, hydraulic (1D and 2D), and water quality modeling with EPA SWMM, FLO 2-D, HEC-RAS, or SRH-2D	Consultant has completed at least two stormwater infrastructure projects where EPA SWMM was utilized to inform the design decisions for gray infrastructure (sizing, alignment, location, etc.), and at least two projects utilizing FLO 2-D, HEC-RAS, or SRH-2D to evaluate split flow conditions and inform design decisions..	

6	Experience with Floodplain Mapping and Processes	Consultant has completed at least two projects that included floodplain mapping services and processes for FEMA CLOMR/LOMR submittals.	
7	Experience with Alternative Project Delivery Systems	Consultant has been part of at least two projects that utilized an Alternative Project Delivery System, CM/GC method, or other early contractor involvement delivery method that incorporated teams and partnering with Owners, Engineers, and Contractors during both the design and construction phases.	
8	Experience with Public Outreach and interaction with Residents and Business Owners	Design Engineer Team has supported at least two projects that required Public Outreach with residents and businesses for the purposes of education, coordination and input and included Open Houses, presentations, individual meetings, publications, graphics, etc.	
9	Experience working for municipal/public organizations	Consultant has experience working for, and has directly contracted with, municipal organizations or other public agencies on at least two water, wastewater, or stormwater projects.	
10	Geomorphology and sediment transport	Consultant has completed at least two projects with a significant geomorphology assessment and sediment transport analysis to evaluate long term stream stability and to inform design decisions.	

Provide relevant information regarding previous experience related to this or similar Projects, to include the following:

1. Provide an Organization Chart/Proposed Project Team: An organization chart containing the names of all key personnel and sub consultants with titles and their specific task assignment for this on-call Agreement shall be provided in this section.
2. A list of qualifications for your firm and qualifications and experience of the specific staff members proposed to perform the consulting services described above.
3. Provide project descriptions of work performed and references for each of the Preferred Qualifications & Experience listed above and note which Qualification the example/experience meets. Include the owner's name, title of project, beginning price, ending price, contact name, email and phone number, staff proposed for these services, subconsultants on the team and any change orders.
4. Identify the top three references Consultant suggests the City contact. Complete the attached exhibit, Preferred Qualifications & Experience as part of your response regarding your firm's experience. If Consultant has worked for the City of Fort Collins, provide two references beyond the City reference. The Consultant authorizes City to verify all information contained in the Consultant's submittal from references contained herein and hereby releases all those concerned providing information as a reference from any liability in connection with any information they give.

5. Provide examples of at least two projects where you have worked with your subconsultants. List the subconsultant firm(s) for this Agreement, their area(s) of expertise, and include all other applicable information herein requested for each subconsultant. Identify what portion of the scope of services, if any, may be subcontracted.
6. List of Project Personnel: This list should include the identification of the contact person with primary responsibility for this Agreement, the personnel proposed for this Agreement, and any supervisory personnel, including partners and/or subconsultants, and their individual areas of responsibility.
7. A resume for each professional and technical person assigned to the Agreement, including partners and/or subconsultants, shall be submitted. The resumes shall include at least three individual references from previous assignments. Please limit each resume to one page.
8. Some functions of the future on-call projects and the Mail Creek SREP project may require the use of subconsultants. If you intend to utilize subconsultants you must list each and provide resumes for their key personnel.
9. Describe the availability of project personnel to participate in the Scope of Services project in the context of the Consultant's other commitments.

F. Sustainability/TBL Methodology

In concise terms (no more than two pages), please describe your organization's commitment to sustainability and supporting values. Address how your firm strives to incorporate all three aspects (social, environmental, and economic) of Triple Bottom Line (TBL) sustainable practices into the workplace. Provide examples along with any metrics used to measure success within your firm

Also provide examples of how your firm has incorporated all three aspects of TBL sustainable practices in previous similar projects that your firm has been the prime Consultant on.

Some examples are provided below:

1. Environmental – Experience delivering projects / programs focused on environmental health priorities in the areas of climate resiliency, water quality and watershed protection, regulatory performance, management systems, air quality, renewable energy, sustainable building and design, construction materials management, and solid waste reduction.
2. Economic – Experience working and delivering projects with an emphasis on strategic financial planning, job creation, business development, asset management, various project delivery methods, value engineering, regional partnerships, transparency, stakeholder engagement, strategic investments, aging infrastructure, repurposing of existing facilities, and competing financial priorities.
3. Social - Experience working and delivering projects, programs, and/or initiatives that support Equity, Diversity, and Inclusion throughout your firm's workplace, including leadership, and supply chain. Examples of this may be demonstration of working within cultural and language gaps, development of diversity programs, diverse project teams, equitable opportunity vendor supply chain, and how your firm has applied an equity lens to processes such as recruitment, hiring, purchasing, career pathways, salaries, and staff engagement.

Each element of the TBL sustainability criteria will receive equal consideration in determining the final Sustainability/TBL score.

G. Cost and Work Hours

In your response to this proposal, submit all applicable Rate/Fee Schedules including applicable expenses. Identify the following:

1. Schedule of Rates: Provide a schedule of billing rates by category of employee with job title to be used during the initial term of the Agreement. This fee schedule will be firm for at least one (1) year from the date of the Agreement. The fee schedule will be used as a basis for determining fees when creating Work Orders. Include a per meeting rate in the event additional meetings are needed. A fee schedule for each subconsultant, shall also be included.
2. Consultants are to provide a list of fees for reimbursable expenses to include the following for the Agreement:
 - a. Reasonable travel expenses may be reimbursable as per the current rates found at www.gsa.gov
 - b. Other direct expenses such as printing, copies, postage and deliveries shall be billed as a direct cost, no markups allowed
 - c. Markups on subconsultants and sub tier consultants will not be approved
 - d. Markups for technology expenses will not be approved (phone, computer, etc.)

All direct costs (i.e., travel, printing, postage, markups, etc.) specifically attributed to the work and not included in the billing rates must be identified. The Consultant will be required to provide original receipts to the City for all reimbursable expenses.

No additional terms and conditions should be part of any Consultant or subconsultant Rate Schedules.

H. Additional Information

Provide any information that distinguishes Consultant from its competition and any additional information applicable to this RFP that might be valuable in assessing Consultant's proposal.

Explain any concerns Consultant may have in maintaining objectivity in recommending the best solution. All potential conflicts of interest must be disclosed.

Exceptions to the Scope of Services and City Agreement (a sample of which is attached in Section VI) shall be documented.

IV. REVIEW AND ASSESSMENT CRITERIA

A. Proposal and Interview Criteria

Consultants will be evaluated on the following criteria. These criteria will be the basis for review and assessment of the written proposals and optional interview session. At the discretion of the City, interviews of the top-rated Consultants may be conducted.

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
2.0	Scope of Proposal	Does the proposal address all elements of the RFP? Does the proposal show an understanding of the project objectives, methodology to be used and results/outcomes required by the project? Are there any exceptions to the specifications, Scope of Work, or agreement?
3.0	Mail Creek Stream Rehabilitation at Two-Creeks Natural Area Proposal Example	Does the proposed approach accomplish the project goals? Does the proposal's Scope of Work include detailed tasks for each element as applicable and are the assumptions reasonable? Does the proposal include detailed cost breakdown for each cost element as applicable? Are the proposed cost and work hours reasonable for the effort required by each project task? Can the work be completed in the necessary time? Are other qualified personnel available to assist in meeting the project schedule if required?
3.0	Firm Capability & Assigned Personnel	Does the firm have the resources, financial strength, capacity, and support capabilities required to successfully complete the project on-time and in-budget? Has the firm successfully completed previous projects of this type and scope? Do the persons who will be working on the project have the necessary skills and qualifications? Are enough people of the requisite skills and qualifications assigned and available to the project?
1.0	Sustainability/TBL Methodology	Does the firm demonstrate a commitment to Sustainability and incorporate Triple Bottom Line methodology in both their Scope of Work for the project, and their day-to-day business operating processes and procedures?
1.0	Cost & Work Hours	Are fee schedules for Consultant and subconsultants reasonable and competitive? Are reimbursable expenses included and detailed in the response?

Definitions

Sustainable Purchasing is a process for selecting products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose. This process is also known as "Environmentally Preferable Purchasing" (EPP), or "Green Purchasing".

The Triple Bottom Line (TBL) is an accounting framework that incorporates three dimensions of performance: economic, or financial; environmental, and social. The generally accepted definition for TBL is that it "captures the essence of sustainability by

measuring the impact of an organization's activities on the world...including both its profitability and shareholders values and its social, human, and environmental capital.”

B. Reference Evaluation Criteria

Prior to award, the Project Manager will check references using the following criteria. Negative responses from references may impact the award determination.

CRITERIA	STANDARD QUESTIONS
Overall Performance	Would you hire this Consultant again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Consultant responsive to client needs; did the Consultant anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	If a study, did it meet the Scope of Work? If Consultant administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effectively?

V. ACKNOWLEDGEMENT

Consultant hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP. Additionally, Consultant hereby makes the following representations to City:

- a. All of the statements and representations made in this proposal are true to the best of the Consultant's knowledge and belief.
- b. Consultant commits that it is able to meet the terms provided in this proposal.
- c. This proposal is a firm and binding offer, for a period of 90 days from the date hereof.
- d. Consultant further agrees that the method of award is acceptable.
- e. Consultant also agrees to complete the proposed Agreement with the City of Fort Collins within 30 days of notice of award. If contract is not completed and signed within 30 days, City reserves the right to cancel and award to the next highest rated firm.
- f. Consultant acknowledge receipt of ___ addenda.

Legal Firm Name: _____

Physical Address: _____

Remit to Address: _____

Phone: _____

Name of Authorized Agent of Firm: _____

Signature of Authorized Agent: _____

Primary Contact for Project: _____

Title: _____ Email Address: _____

Phone: _____ Cell Phone: _____

NOTE: ACKNOWLEDGEMENT IS TO BE SIGNED & RETURNED WITH YOUR PROPOSAL.

VI. SAMPLE AGREEMENT (FOR REFERENCE ONLY – DO NOT SIGN)

PROFESSIONAL SERVICES AGREEMENT
WORK ORDER

THIS AGREEMENT made and entered into the day and year set forth below, by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and _____, hereinafter referred to as the "Professional".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Professional agrees to provide services in accordance with any project Work Orders for RFP issued by the City. A blank sample of a work order is attached hereto as Exhibit A, consisting of one (1) page and is incorporated herein by this reference. No Work Order shall exceed \$ _____. A general scope of services is attached hereto as Exhibit C, consisting of _____ (_____) page(s) and is incorporated herein by this reference. The City reserves the right to independently bid any project rather than issuing a Work Order to the Professional for the same pursuant to this Agreement. Irrespective of references in Exhibit A to certain named third parties, the Professional shall be solely responsible for performance of all duties hereunder. The term "Work" as used in this Agreement shall include the services and deliverables contained in Exhibit A and any Work Orders issued by the City.

The City may, at any time during the term of a particular Work Order and without invalidating such Work Order, make changes to the scope of the particular services. Such changes shall be agreed upon in writing by the parties by Change Order, a sample of which is attached hereto as Exhibit B, consisting of one (1) page and incorporated herein by this reference.

2. The Work Schedule. The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule stated on each Work Order.
3. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated as specified on each Work Order. Time is of the essence. Any extensions of any time limit must be agreed upon in writing by the parties hereto.
4. Contract Period. This Agreement shall commence _____, 20____, and shall continue in full force and effect until _____, 20____, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed _____ (_____) additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the Professional and mailed no later than thirty (30) days prior to

contract end.

5. Early Termination by City. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Professional. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties.

All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

Professional:	City:	Copy to:
	City of Fort Collins	City of Fort Collins
Attn:	Attn:	Attn: Purchasing Dept.
	PO Box 580	PO Box 580
	Fort Collins, CO 80522	Fort Collins, CO 80522

In the event of any such early termination by the City, the Professional shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Professional's obligations under this Agreement. Such payment shall be the Professional's sole right and remedy for such termination.

6. Design, Project Indemnity and Insurance Responsibility. The Professional shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services rendered by the Professional, including but not limited to designs, plans, reports, specifications, and drawings and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies. The Professional shall indemnify, save and hold harmless the City, its officers and employees in accordance with Colorado law, from all damages whatsoever claimed by third parties against the City; and for the City's costs and reasonable attorney's fees, arising directly or indirectly out of the Professional's negligent performance of any of the services furnished under this Agreement. The Professional shall maintain insurance in accordance with Exhibit _____, consisting of one (1) page, attached hereto and incorporated herein.

7. Compensation. [Use this paragraph or Option 1 below.] In consideration of the services to be performed pursuant to this Agreement, the City agrees to pay the Professional a fixed fee in the amount of (\$ _____) plus reimbursable direct costs. All such fees and costs shall not exceed (\$ _____), in accordance with Exhibit _____, consisting of (_____) page(s), attached hereto and incorporated herein. Monthly partial payments based upon the Professional's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Professional's City-verified progress in completing the services to be performed pursuant hereto and upon the City's approval of the Professional's actual reimbursable expenses. Final payment shall be made following acceptance of the Work by the City. Upon final payment, all designs, plans, reports, specifications, drawings, and other services rendered by the Professional shall become the sole property of the City.

8. Compensation. [Option 1] In consideration of the services to be performed pursuant to this Agreement, the City agrees to pay Professional on a time and reimbursable direct cost basis in accordance with Exhibit “ ”, consisting of () page , attached hereto and incorporated herein, with maximum compensation (for both Professional's time and reimbursable direct costs) not to exceed (\$). Monthly partial payments based upon the Professional's billings and itemized statements of reimbursable direct costs are permissible. The amounts of all such partial payments shall be based upon the Professional's City-verified progress in completing the services to be performed pursuant hereto and upon the City's approval of the Professional's reimbursable direct costs. Final payment shall be made following acceptance of the work by the City. Upon final payment, all designs, plans, reports, specifications, drawings and other services rendered by the Professional shall become the sole property of the City.
9. License. Upon execution of this Agreement, the Professional grants to the City an irrevocable license to use any and all sketches, drawings, specifications, designs, blueprints, data files, calculations, studies, analysis, renderings, models and other Work Order deliverables (the “Instruments of Service”), in any form whatsoever and in any medium expressed, for purposes of constructing, using, maintaining, altering and adding to the project, provided that the City substantially performs its obligations under the Agreement. The license granted hereunder permits the City and third parties reasonably authorized by the City to reproduce applicable portions of the Instruments of Service for use in performing services or construction for the project. In addition, the license granted hereunder shall permit the City and third parties reasonably authorized by the City to reproduce and utilize the Instruments of Service for similar projects, provided however, in such event the Professional shall not be held responsible for the design to the extent the City deviates from the Instruments of Service. This license shall survive termination of the Agreement by default or otherwise.
10. City Representative. The City will designate, prior to commencement of the Work, its project representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the City Representative.
11. Project Drawings. Upon request and before final payment, the Professional shall provide the City with reproducible drawings of the project containing accurate information on the project as constructed. Drawings shall be of archival quality, prepared on stable mylar base material using a non-fading process to provide for long storage and high quality reproduction. "CD" disc of the as-built drawings shall also be submitted to the owner in and AutoCAD version no older than the established City standard. The Professional acknowledges the City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.* (the “CORA”), and documents in the City’s possession may be considered public records subject to disclosure under the CORA.
12. Monthly Report. Commencing thirty (30) days after the date of execution of this Agreement

and every thirty (30) days thereafter, the Professional is required to provide the City Representative with a written report of the status of the Work with respect to the Scope of Services, Work Schedule, and other material information. Failure to provide any required monthly report may, at the option of the City, suspend the processing of any partial payment request.

13. Independent Contractor. The services to be performed by the Professional are those of an independent contractor and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of the Professional's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose.
14. Subcontractors. The Professional may not subcontract any of the Work set forth in the Exhibit A, Statement of Work without the prior written consent of the city, which shall not be unreasonably withheld. If any of the Work is subcontracted hereunder (with the consent of the City), then the following provisions shall apply: (a) the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work, (b) the subcontractor will be required to comply with all applicable terms of this Agreement, (c) the subcontract will not create any contractual relationship between any such subcontractor and the City, nor will it obligate the City to pay or see to the payment of any subcontractor, and (d) the Work of the subcontractor will be subject to inspection by the City to the same extent as the Work of the Professional.

The Professional shall require all subcontractors performing Work hereunder to maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit _____, consisting of one (1) page attached hereto and incorporated herein by this reference. The Professional shall maintain a copy of each subcontract's certificate evidencing the required insurance. Upon request, the Professional shall promptly provide the City with a copy of such certificate(s).

15. Personal Services. It is understood that the City enters into this Agreement based on the special abilities of the Professional and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.
16. Acceptance Not Waiver. The City's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Professional of responsibility for the quality or technical accuracy of the Work. The City's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement.
17. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

18. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.
19. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire Agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.
20. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
21. Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., et. seq., the Professional represents and agrees that:
 - a. As of the date of this Agreement:
 1. The Professional does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
 2. The Professional will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "e-Verify Program") or the Department Program (the "Department Program"), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
 - b. The Professional shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
 - c. The Professional is prohibited from using the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - d. If the Professional obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Professional shall:

1. Notify such subcontractor and the City within three days that the Professional has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that the Professional shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

e. The Professional shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

f. If the Professional violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, the Professional shall be liable for actual and consequential damages to the City arising out of the Professional's violation of Subsection 8-17.5-102, C.R.S.

g. The City will notify the Office of the Secretary of State if the Professional violates this provision of this Agreement and the City terminates the Agreement for such breach.

22. Special Provisions. Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit - Confidentiality, consisting of one (1) page, attached hereto and incorporated herein by this reference.

THE CITY OF FORT COLLINS, COLORADO

By: _____
Gerry Paul
Purchasing Director

DATE: _____

ATTEST:

APPROVED AS TO FORM:

PROFESSIONAL'S NAME

By: _____

Printed: _____

Title: _____
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: _____

**EXHIBIT A
WORK ORDER FORM**

PURSUANT TO A MASTER AGREEMENT BETWEEN
THE CITY OF FORT COLLINS
AND
PROFESSIONAL'S NAME

WORK ORDER NUMBER: PM's Tracking #

PROJECT TITLE: _____

ORIGINAL BID/RFP NUMBER & NAME: _____

MASTER AGREEMENT EFFECTIVE DATE: Original Contract Date

ARCHITECT/ENGINEER: If using a 3rd party architect/engineer or City PM/Engineer

OWNER'S REPRESENTATIVE: City PM

WORK ORDER COMMENCEMENT DATE: _____

WORK ORDER COMPLETION DATE: _____

MAXIMUM FEE: (time and reimbursable direct costs): _____

PROJECT DESCRIPTION/SCOPE OF SERVICES: _____

Professional agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Agreement between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work Order (including the attached forms) the Master Agreement shall control.

The attached forms consisting of _____ (_____) pages are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given after all parties have signed this document.

PROFESSIONAL: Professional's Name

By: _____

Date: _____

Name: _____

Title: _____

OWNER'S ACCEPTANCE & EXECUTION:

This Work Order and the attached Contract Documents are hereby accepted and incorporated herein by this reference.

ACCEPTANCE: _____ Date: _____
Name, Project Manager

REVIEWED: _____ Date: _____
Name, Buyer or Senior Buyer

APPROVED AS TO FORM: _____ Date: _____
Name, City Attorney's Title
(if greater than \$1,000,000)

ACCEPTANCE: _____ Date: _____
Name, Title

ACCEPTANCE: _____ Date: _____
Name, Title

ACCEPTANCE: _____ Date: _____
Kevin Gertig, Utilities Executive Director
(if greater than \$1,000,000)

ACCEPTANCE: _____ Date: _____
Gerry Paul, Purchasing Director
(if greater than \$60,000)

ACCEPTANCE: _____ Date: _____
Darin Atteberry, City Manager
(if greater than \$1,000,000)

ATTEST: _____ Date: _____
City Clerk
(if greater than \$1,000,000)

**EXHIBIT B
CHANGE ORDER
NO.**

PROJECT TITLE:

PROFESSIONAL: Company Name

WORK ORDER NUMBER:

PO NUMBER:

DESCRIPTION:

1. Reason for Change: Why is the change required?
2. Description of Change: Provide details of the changes to the Work
3. Change in Work Order Price:
4. Change in Work Order Time:

ORIGINAL WORK ORDER PRICE	\$.00
TOTAL APPROVED CHANGE ORDER		.00
TOTAL PENDING CHANGE ORDER		.00
TOTAL THIS CHANGE ORDER		.00
TOTAL % OF THIS CHANGE ORDER		%
TOTAL C.O.% OF ORIGINAL WORK ORDER		%
ADJUSTED WORK ORDER COST	\$.00

PROFESSIONAL: Company Name

By: _____ Date: _____

Name: _____ Title: _____

ACCEPTANCE: _____ Date: _____
Name, Project Manager

REVIEWED: _____ Date: _____
Name, Buyer or Senior Buyer

ACCEPTANCE: _____ Date: _____
Name, Title

ACCEPTANCE: _____ Date: _____
Gerry Paul, Purchasing Director (if greater than \$60,000)

**EXHIBIT C
GENERAL SCOPE OF SERVICES**

**EXHIBIT
(BID SCHEDULE/COMPENSATION)**

EXHIBIT INSURANCE REQUIREMENTS

1. The Professional will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Professional shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

“The insurance evidenced by this Certificate will not reduce coverage or limits and will not be cancelled, except after thirty (30) days written notice has been received by the City of Fort Collins.”

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Professional, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Professional under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Professional's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2. Insurance coverages shall be as follows:

A. **Workers' Compensation & Employer's Liability.** The Professional shall maintain during the life of this Agreement for all of the Professional's employees engaged in work performed under this Agreement:

1. **Workers' Compensation insurance** with statutory limits as required by Colorado law.
2. **Employer's Liability insurance** with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.

B. **Commercial General & Vehicle Liability.** The Professional shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Professional shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

- C. **Errors & Omissions.** The Professional shall maintain errors and omissions insurance in the amount of \$1,000,000.

EXHIBIT CONFIDENTIALITY

IN CONNECTION WITH THE SERVICES to be provided by Professional under this Agreement, the parties agree to comply with reasonable policies and procedures with regard to the exchange and handling of confidential information and other sensitive materials between the parties, as set forth below.

1. Definitions.

For purposes of this Agreement, the party who owns the confidential information and is disclosing same shall be referenced as the “Disclosing Party.” The party receiving the Disclosing Party’s confidential information shall be referenced as the “Receiving Party.”

2. Confidential Information.

Confidential Information controlled by this Agreement refers to information which is not public and/or is proprietary and includes by way of example, but without limitation, City customer information, utility data, service billing records, customer equipment information, location information, network security system, business plans, formulae, processes, intellectual property, trade secrets, designs, photographs, plans, drawings, schematics, methods, specifications, samples, reports, mechanical and electronic design drawings, customer lists, financial information, studies, findings, inventions, and ideas.

To the extent practical, Confidential Information shall be marked “Confidential” or “Proprietary.” Nevertheless, Professional shall treat as Confidential Information all customer identifiable information in any form, whether or not bearing a mark of confidentiality or otherwise requested by the City, including but not limited to account, address, billing, consumption, contact and other customer data. In the case of disclosure in non-documentary form of non-customer identifiable information, made orally or by visual inspection, the Disclosing Party shall have the right, or, if requested by the Receiving Party, the obligation to confirm in writing the fact and general nature of each disclosure within a reasonable time after it is made in order that it is treated as Confidential Information. Any information disclosed to the other party prior to the execution of this Agreement and related to the services for which Professional has been engaged shall be considered in the same manner and be subject to the same treatment as the information disclosed after the execution of this Agreement with regard to protecting it as Confidential Information.

3. Use of Confidential Information.

Receiving Party hereby agrees that it shall use the Confidential Information solely for the purpose of performing its obligations under this Agreement and not in any way detrimental to Disclosing Party. Receiving Party agrees to use the same degree of care Receiving Party uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided herein, Receiving Party shall keep confidential and not disclose the Confidential Information. The City and Professional shall cause each of their directors, officers, employees, agents, representatives, and subcontractors to become familiar with, and abide by, the terms of this section, which shall survive this Agreement as an on-going obligation of the Parties.

Professional shall not use such information to obtain any economic or other benefit for itself, or any third party, other than in the performance of obligations under this Agreement.

4. Exclusions from Definition.

The term “Confidential Information” as used herein does not include any data or information which is already known to the Receiving Party or which before being divulged by the Disclosing Party (1) was generally known to the public through no wrongful act of the Receiving Party; (2) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without, to the knowledge of the Receiving Party, a breach of an obligation of confidentiality; (3) has been approved for release by a written authorization by the other party hereto; or (4) has been disclosed pursuant to a requirement of a governmental agency or by operation of law.

5. Required Disclosure.

If the Receiving Party is required (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or by federal, state, or local law, including without limitation, the Colorado Open Records Act) to disclose any Confidential Information, the Parties agree the Receiving Party will provide the Disclosing Party with prompt notice of such request, so the Disclosing Party may seek an appropriate protective order or waive the Receiving Party’s compliance with this Agreement.

The Receiving Party shall furnish a copy of this Agreement with any disclosure.

6. Notwithstanding paragraph 5, Professional shall not disclose Confidential Information to any person, directly or indirectly, nor use it in any way, except as required or authorized in writing by the City.

7. Red Flags Rules.

Professional must implement reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft in compliance with the Identity Theft Red Flags Rules found at 16 Code of Federal Regulations part 681. Further, Professional must take appropriate steps to mitigate identity theft if it occurs with one or more of the City’s covered accounts and must as expeditiously as possible notify the City in writing of significant breeches of security or Red Flags to the City.

8. Data Protection and Data Security.

In addition to the requirements of paragraph 7, Professional shall have in place information security safeguards designed to conform to or exceed industry best practices regarding the protection of the confidentiality, integrity and availability of utility and customer information and shall have written agreements requiring any subcontractor to meet those standards. These information security safeguards (the “Information Security Program”) shall be materially consistent with, or more stringent than, the safeguards described in this Exhibit.

a) Professional’s information security safeguards shall address the following elements:

- Data Storage, Backups and Disposal
- Logical Access Control (e.g., Role-Based)
- Information Classification and Handling
- Secure Data Transfer (SFTP and Data Transfer Specification)
- Secure Web Communications
- Network and Security Monitoring
- Application Development Security
- Application Security Controls and Procedures (User Authentication, Security

Controls, and Security Procedures, Policies and Logging)

- Incident Response
- Vulnerability Assessments
- Hosted Services
- Personnel Security

b) Subcontractors. Professional may use subcontractors, though such activity shall not release or absolve Professional from the obligation to satisfy all conditions of this Agreement, including the data security measures described in this Exhibit, and to require a substantially similar level of data security, appropriate to the types of services provided and Customer Data received, for any subcontractor Professional may use. Accordingly, any release of data, confidential information, or failure to protect information under this Agreement by a subcontractor or affiliated party shall be attributed to Professional and may be considered to be a material breach of this Agreement.

9. Confidential Information is not to be stored on any local workstation, laptop, or media such as CD/DVD, USB drives, external hard drives or other similar portable devices unless the Professional can ensure security for the Confidential Information so stored. Work stations or laptops to be used in the Work will be required to have personal firewalls on each, as well as have current, active anti-virus definitions.
10. The Agreement not to disclose Confidential Information as set forth in this Exhibit shall apply during the term of the Work and at any time thereafter unless specifically authorized by the City in writing.
11. If Professional breaches this Agreement, in the City's sole discretion, the City may immediately terminate this Agreement and withdraw Professional's right to access Confidential Information.
12. Notwithstanding any other provision of this Agreement, all material, i.e., various physical forms of media in which Confidential Information is contained, including but not limited to writings, drawings, tapes, diskettes, prototypes or products, shall remain the sole property of the Disclosing Party and, upon request, shall be promptly returned, together with all copies thereof to the Disclosing Party. Upon such return of physical records, all digital and electronic data shall also be deleted in a non-restorable way by which it is no longer available to the Receiving Party. Written verification of the deletion (including date of deletion) is to be provided to the Disclosing Party within ten (10) days after completion of engagement, whether it be via termination, completion or otherwise.
13. Professional acknowledges that the City may, based upon the representations made in this Agreement, disclose security information that is critical to the continued success of the City's business. Accordingly, Professional agrees that the City does not have an adequate remedy at law for breach of this Agreement and therefore, the City shall be entitled, as a non-exclusive remedy, and in addition to an action for damages, to seek and obtain an injunction or decree of specific performance or any other remedy, from a court of competent jurisdiction to enjoin or remedy any violation of this Agreement.