

# **CITY OF BOULDER, COLORADO REQUEST FOR PROPOSALS**

## **RFP # 10-2010 Conduct Roof Inspections of City of Boulder Facilities Boulder, CO Issued: April 13, 2010**

Sealed proposals from roofing inspection consultants will be received by the City of Boulder, Colorado at the offices of Facilities and Asset Management (FAM) until **3:00 p.m., Monday, May 17, 2010** at which time they will be opened and read at the FAM Office. The FAM Office is located at 1720 13<sup>th</sup> St., Boulder, CO 80302.

Optional pre-proposal meeting will be held at 1:00 p.m. on Thursday, April 22, 2010 at the FAM Office is located at 1720 13<sup>th</sup> St., Boulder, CO 80302.

The meetings will be conducted by Bill Boyes, Project Manager (PM) 303-884-4128.

Proposals shall be in a sealed envelope, plainly marked "City of Boulder – 2010 Roof Inspections, May 17, 2010 and addressed to:

City of Boulder  
Facilities and Asset Management  
Roof Evaluations  
P.O. Box 791  
Boulder, Colorado 80306

Hand carried proposals may be delivered to the Facilities and Asset Management Office, 1720 13<sup>th</sup> Street, Boulder, CO 80302.

### **PROJECT OVERVIEW**

The City of Boulder, Facilities and Asset Management will be coordinating the bid process to hire a consultant to inspect roofs at various city facilities and prepare a written report.

The facilities to be evaluated are:

Public Safety Bldg. 1805 33<sup>rd</sup> St.

Municipal Service Center Bldg. B, 5050 Pearl St.

Fire Station #3, 1585 30<sup>th</sup> St.

Fire Station #5, 4365 19<sup>th</sup> St.

Salberg Meeting House, 3045 19<sup>th</sup> St.

Park Operations, 5200 Pearl St.

Pottery Lab, 1010 Aurora Ave.

## **GENERAL TERMS & CONDITIONS**

1. All printed and photocopied documents related to the fulfillment of this bid and any resulting contracts must, whenever practical, use recycled paper, be double-sided, and otherwise fully comply with the provisions of the City's Environmental Purchasing Policy.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Firms are encouraged to print/copy on both sides of a single sheet of paper wherever applicable (if sheets are printed on both sides, it is considered to be two pages). Color is acceptable, but content should not be lost by black-and-white printing or copying.

2. It is the responsibility of each business or person submitting a bid to examine the drawings, specifications, delivery schedules, instructions, etc., and to insure that their proposal arrives in the FAM Office of the City of Boulder, Colorado prior to the time indicated in the bid. Make your own copies of the bid for your own records, if needed. A signed purchase order and/or a signed contract furnished to the successful bidder will result in a binding contract without further action by either party.
3. The City of Boulder, Colorado reserves the right to reject any or all bids or any portion thereof. The City also reserves the right to ascertain which products or services best meet its needs and requirements. Price, delivery, quality and service will be considered.
4. The City of Boulder, Colorado reserves the right to waive any and all formalities or irregularities and to reject any item or service not meeting its requirements and to re-negotiate with the successful bidder if necessary.
5. The City of Boulder, Colorado, may not necessarily accept the low bid, and will exercise its legal obligation and right to ascertain which products or services best meet its needs and requirements or which will be most advantages to the City of Boulder, Colorado. Price and other factors shall be considered.
6. The Purchasing Division of the City of Boulder, Colorado, may require information to determine if there is financial stability, quality control in manufacturing, qualified professional staff, necessary manufacturing facilities, and business organization, in the City's opinion, to conduct proper business with the City of Boulder, Colorado.
7. All prices shall be quoted F.O.B. Destination, Boulder, Colorado; completely operable, installed and in complete working order where applicable.



5. Consultant guarantees that an employee or supervisor will be bilingual with one of the languages being English so that there is no breakdown in passing work related requests/information between Consultant and the City of Boulder staff.

### **SCOPE OF WORK**

1. Inspect the roofing systems on the following buildings:
  - a. Public Safety Bldg., located at 1805 33<sup>rd</sup> St., Boulder 80301
  - b. Municipal Service Center Bldg. B1-B3, located at 5050 Pearl St., Boulder 80301
  - c. Fire Station #3, located at 1585 30<sup>th</sup> St., Boulder 80302
  - d. Fire Station #5, located at 4365 19<sup>th</sup> St., Boulder 80304
  - e. Salberg Meeting House, located at 3045 19<sup>th</sup> St., Boulder 80304
  - f. Park Operations, located at 5200 Pearl St., Boulder 80301
  - g. Pottery Lab, located at 1010 Aurora Ave., Boulder 80302
  
2. Provide a written report that includes as a minimum:
  - a. Introduction to Report Format.
  - b. Project information.
  - c. Roof Inspection Summary.
  - d. Roof Area Information.
  - e. Roof Plans 11" X 17."
  - f. Recommended repairs including photo documentation.
  - g. Recommended replacement date of existing roof system.
  - h. Recommended replacement roof type.

### **SUBMITTALS / SUBSTITUTIONS**

Not Applicable

### **SCHEDULE**

The work may begin upon notice to proceed and shall be completed on or before September 30, 2010.

### **ADDENDUM**

None.

### **OPERATION AND MAINTENANCE MANUALS**

Not applicable

### **CONTRACT REQUIREMENTS**

The proposal submitted will serve as the basis for the Contract Agreement.

### **PROPOSAL REQUIREMENTS**

The proposal should address the following items:

1. Introduction – The introduction should present highlights of the consultants approach to the project, qualifications, and other unique aspects for consideration.
2. Scope of Work – A written description of the respondents understanding of the scope of work for the project should be included in the RFP response. This narrative should confirm the means and methods the consultant intends to implement and a listing of all planned testing.
3. Cost – Unit pricing shall be included such as cost/SF of roof inspected, hourly labor rate plus travel, and other methods that can be used in the event the city chooses to perform additional inspections under this contract.
4. Related Experience / References – The consultant must have at least 5 years experience performing similar services. The proposal should include a listing of similar contracts awarded in the past 24 months. In addition, the proposal shall include a sample of the final report that will be provided as the deliverable including the information requested in paragraph 2 of the Scope of Work (see above).
5. Form 1: Acceptance of Terms and Conditions – Use this form to indicate exceptions that your firm takes to any terms and conditions listed in the Sample Professional Services Contract attached to this RFP as Appendix 1. Certain exceptions may disqualify your firm from consideration of award under this RFP.

### **OWNER PROVIDED MATERIALS**

None

### **PROPOSAL SUBMITTAL**

Two copies of the completed proposal must be received by the City of Boulder, Facilities and Asset Management by **3:00 p.m., Monday, May 17, 2010** and should be directed to the attention of Bill Boyes – Project Manager.

### **SELECTION CRITERIA**

Proposals will be evaluated by a selection committee comprised of representatives from FAM and other City organizations. Proposals will be evaluated on the basis of direct and concise responses to the items listed under the proposal requirements. **Proposals that do not provide all required information will not be considered.**

### **LIMITATIONS**

The City reserves the right to reject any and all proposals and waives any informalities or irregularities therein.

The proposal is prepared at the Respondent's expense and becomes city property and therefore is a public record.

**GENERAL INFORMATION**

Questions should be directed to Bill Boyes – Project Manager at 303-441-4125 (office) or 303-884-4128 (24/7 cell).

An electronic copy of this Request for Proposal is available on the Purchasing web site:  
[www.bouldercolorado.gov/purchasing](http://www.bouldercolorado.gov/purchasing)



*CITY OF BOULDER SAMPLE  
PERSONAL SERVICES CONTRACT*

THIS CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Boulder, Colorado, a Colorado home rule city (“the City”), and \_\_\_\_\_, (the “Contractor”).

**RECITALS**

A. The City desires to obtain services during the period from \_\_\_\_\_ through \_\_\_\_\_, in connection with the procurement of \_\_\_\_\_ (the “Project”).

B. The Contractor provides these services to the public and is fully qualified to perform the services needed by the City in connection with the Project.

**COVENANTS AND CONDITIONS**

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

A. General. The Contractor shall serve as the City’s advisors in connection with the Project and shall advise the City as it reasonably requires during the term of this Contract. As a general matter, they shall communicate with the City about the Project only through \_\_\_\_\_, who has been assigned by the City to the Project as Project Manager.

B. Specific Duties and Responsibilities. In connection with the Project, the Contractor shall undertake the duties and responsibilities and provide the services described in Appendix A, captioned “Scope of Work,” which consists of \_\_\_\_\_ pages and is attached hereto and made a part hereof.

C. Documents. All work notes, reports, 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, agree to provide documents or any other materials developed specifically for the Project in an electronically editable format (for example, Word or WordPerfect). The Contractor shall not provide copies of any material prepared under this Contract to any other party without the prior written consent of the City.

2. SCHEDULE

The Contractor’s services are anticipated to be provided over the course of \_\_\_\_\_, occurring between \_\_\_\_\_ and \_\_\_\_\_.

However, it is understood by the parties that at times the actual schedule may differ from what is anticipated. The Contractor agrees to provide its services at such times as are necessary in order to promote the smooth progress of the Project.

3. AMOUNT OF PAYMENTS TO CONTRACTOR

A. Aggregate Limits. Unless services in addition to those specified in Section I are subsequently agreed upon in writing, the total amount paid by the City to the Contractor pursuant to this Contract shall not exceed the sum of \$\_\_\_\_\_.

B. Specific Charges. The Contractor's primary employees who will work on the Project and their billing rates are set forth in Appendix B. The City will pay the Contractor on the basis of its time and direct expenses incurred in order to provide the services required by this Contract. The City shall not pay for the expense of the Contractor's owned or hired automobiles used in the connection with the Project, which shall be considered a part of the Contractor's hourly rates.

C. Inspection of Records. Upon reasonable, advance request, the City may inspect and copy any or all records of the Contractor which would bear on any amounts charged to the City pursuant to this Contract.

4. TIME OF PAYMENTS TO CONTRACTOR

The Contractor shall bill its charges to the City periodically, but no more frequently than once a month. Each bill shall contain a statement of the time that the primary employees spent on the Project since the previous bill, a brief description of the services provided by each such employee and an itemization of direct expenses for each task.

5. CONTRACTOR'S DUTIES

A. Abilities and Best Efforts. The Contractor agrees to use its best efforts. The Contractor shall further the interests of the City according to the City's requirements and procedures, according to the customary professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

B. No Conflicts. The Contractor agrees that they have and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent it from the timely completion of the Project.

C. Limitation on Public Statements and Lobbying Activity. Contractors are retained to provide information and advice to the City that includes confidential data, work product, and other privileged or confidential information. In order to maintain the fact and appearance of absolute objectivity and professionalism, Contractor shall not, without the prior written consent of the City, do any of the following:

1. Disclose at any time information obtained as a result of this contractual relationship to any third party;
2. Lobby any City agency on any pending matter while they are under contract to the City;
3. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Consultant is or was retained by the City.

To the extent that the City provides written consent for the disclosure of information or authorizes the making of public statements, the City may impose such conditions upon such disclosure or communications as it thinks appropriate, and Consultants agree to comply with those conditions.

## 6. INSURANCE

Contractor agrees to procure and maintain in force during the terms of this Contract, at its own cost, the following minimum coverages:

### A. Workers' Compensation and Employers' Liability

- |                            |  |
|----------------------------|--|
| i. State of Colorado:      | Statutory  |
| ii. Applicable Federal:    | Statutory  |
| iii. Employer's Liability: | \$100,000 Each Accident<br>\$500,000 Disease-Policy Limit<br>\$100,000 Disease-Each Employee |
| iv. Waiver of Subrogation  |  |

### B. Commercial General Liability

- |  |             |
|--|-------------|
| i. Bodily Injury & Property Damage General Aggregate Limit | \$1,000,000 |
| ii. Personal & Advertising Injury Limit                    | \$1,000,000 |
| iii. Each Occurrence Limit                                 | \$1,000,000 |

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

### C. Automobile Liability Limits

The Contractor agrees to provide evidence that the Contractor maintains in their vehicle proof of current liability insurance coverage in compliance with the State of Colorado Motor Vehicle Financial Responsibility Act. The City of Boulder should be named as additional insured. The minimum amount of insurance required by the State is \$25,000 per person and \$50,000 per accident for bodily injury or death and \$15,000 for property damage. The contractor's car insurance is the sole coverage for any casualty or liability claims.

Prior to the execution of this Contract by the City, the Contractor shall forward Certificates of Insurance to Purchasing. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract. Certificate Holder shall be the City of Boulder at 1777 Broadway, P.O. Box 791, Boulder, CO 80306.

**All insurance policies** (except Workers Compensation) **shall include City of Boulder and its elected officials and employees as additional insureds as their interests may appear.** The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto Liability.

The City requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the City.

The City of Boulder reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licenses to do business in Colorado and shall have an AM Best rating of not less than A- VI.

Certificates of insurance on all policies shall give the City of Boulder written notice of not less than thirty (30) days prior to cancellation or change in coverage.

#### 7. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons arising from its performance of this Contract, including property and employees or agents of the City and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the Contractor's operations in connection with this Contract, including operations of sub-contractors and acts or admissions of employees or agents of the Contractor or its sub-contractor.

#### 8. INDEPENDENT CONTRACTOR

The relationship between the Contractor and the City is that of an independent contractor. The Contractor shall supply all personnel, equipment, materials and supplies at its own expense, except as specifically set forth herein. The Contractor shall not be deemed to be, nor shall it represent itself as, an employee, partner, or joint venturer of the City. No employee or officer of the City shall supervise the Contractor. **The Contractor is not entitled to worker's compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Contract.**

#### 9. MISCELLANEOUS PROVISIONS

A. Assignment. The Contractor shall not assign this Contract without the written consent of the City, which it may withhold at its sole discretion.

B. Termination. This Contract may be terminated by either party if it has been materially breached by the other party and proper notification is tendered. City may, at any time, terminate this Contract, in whole or in part, for its own convenience. City shall pay Contractor for work satisfactorily completed, to the date of termination; The City shall determine the portion of work completed. Notification of intent to terminate this Contract shall be given in writing thirty (30) days prior to the date of termination.

C. No Third Party Beneficiaries. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the City and the Contractor that any such party or entity, other than the City or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

D. Waiver. The waiver of any breach of a term, provision, or requirement of this Contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

E. Amendments. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by the City pursuant to City rules.

F. Prohibitions on Contracts for Public Services. The Contractor certifies that the Contractor shall comply with the provisions of section 8-17.5-101 et seq., C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

The Contractor represents, warrants, and agrees (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify or the Department Program; (ii) that the Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Contract for services is being performed; and (iii) if the Contractor obtains actual knowledge that a subcontractor performing work under this Contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:

- a) Notify the subcontractor and the City within three days that the 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 days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides

information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor further agrees that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or section 8-17.5-101 et seq., C.R.S. the City may terminate this Contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

G. No Multiple Fiscal Year Obligation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20. Notwithstanding any other provision of this Contract, the City's obligations under this Contract are subject to annual appropriation by the City Council of the City. Any failure of a City Council annually to appropriate adequate monies to finance the City's obligations under this Contract shall terminate this Contract at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to the Contractor of any failure to appropriate such adequate monies.

H. Authority to Sign. Contractor warrants that the individual executing this Contract is properly authorized to bind the Contractor to this Contract.

*SIGNATURE PAGE FOLLOWS*



**APPENDIX A**  
**SCOPE OF WORK**

**APPENDIX B**  
**SCHEDULE OF CHARGES**