



# Town of Platteville, Colorado

## Request for Proposals Engineering Services

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### **ISSUED:**

January 11, 2021

### **DEADLINE FOR PROPOSALS:**

February 12, 2021  
4:00 p.m. local time

### **SUBMIT PROPOSALS TO:**

Troy Renken, Town Manager  
400 Grand Avenue  
Platteville, CO 80651  
[trenken@plattevillegov.org](mailto:trenken@plattevillegov.org)  
970-785-2245

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This Request for Proposal (RFP) is not a competitive bid based upon price only. The Request for Proposal allows the Town of Platteville to select the consulting firm that best meets the needs of the Town, taking into consideration consultant qualifications, costs, products, and service capabilities and other factors relevant to the Town's policies, programs, administrative resources and budget. The Town's policy is to review and solicit proposals for contract services every five years or as needed. This policy does not mandate changing contract service providers but to ensure the Town is receiving the best qualified and affordable services.

## Overview

The Town of Platteville is requesting proposals from qualified firms licensed in the State of Colorado to provide professional municipal engineering consulting services on an ongoing and on-call basis. The successful firm will act as an extension of Town staff and will generally provide civil engineering services to include development review, transportation design, utility design, field observation services for capital projects and other technical support services related to this work.

The purpose of this Request for Proposals (RFP) is to provide prospective consultants with information needed to prepare and submit comprehensive proposals to the Town of Platteville for consideration and final selection. Once a top firm is identified, the Town and consultant will confirm goals and outcomes before executing the professional services agreement. A general description of the services requested are summarized in this RFP.

The selected firm will be managed primarily by the Town Manager and Public Works Director. All communications from interested parties to the Town during the proposal submittal process shall be made to Troy Renken, Town Manager, at [trenken@plattevillegov.org](mailto:trenken@plattevillegov.org) or at 970-785-2245.

## Submittal Requirements

Proposals may be submitted in a single PDF file under 20 MB and emailed to [trenken@plattevillegov.org](mailto:trenken@plattevillegov.org). If electing to submit hard copy proposals instead, five (5) hard copies and one (1) digital copy will be received at the Town of Platteville, 400 Grand Avenue, Platteville, Colorado 80651.

If necessary, interpretation of or changes to this RFP may be made by written addendum. All questions must be submitted in writing via email to Troy Renken no later than Friday, January 29, 2021.

## RFP Schedule

RFP Released to Consultants / Advertised:	January 11, 2021
Final Day for Written Questions:	January 29, 2021
Town Response Deadline to Questions:	February 5, 2021
Proposals Due:	February 12, 2021 @ 4:00pm
Interviews:	February 22-25, 2021
Recommendation to the Board of Trustees:	March 2, 2021
Contract Awarded:	March 8, 2021

## **Community and Background**

The Town of Platteville is a small community of approximately 3,000 residents located at the intersection of US85 and SH66 in southcentral Weld County. The Town provides a variety of Municipal Government services and operations through the executive, administration, public works, police, recreation, seniors and library departments. The Town has 29 full-time employees and has contract consultants for legal, planning, engineering, accounting and building inspection services.

## **Scope of Work**

The services requested may include some or all of the following in the final scope of work:

1. Engineering, design, drafting and field service support for various capital projects including roadways, sidewalks, storm drainage, public facilities and utilities.
2. Provide survey services and geotechnical material testing.
3. Transportation design and construction management including public roadways and sidewalks.
4. Water distribution and sanitary sewer collection systems and treatment design and utility system modeling.
5. Provide development review services including attending meetings and providing written correspondence and reports.
6. Reviewing construction plans, designs, reports and other documentation provided by developers or contractors for public infrastructure projects and private development.
7. Incidental Services
  - Coordinate with Town staff on design tasks as needed.
  - Prepare cost estimates and written summaries of proposed capital projects for budgetary estimates.
  - Perform site visits to verify existing conditions and assist with project management.
  - Attend Development Review Committee meetings with Town staff upon request.
  - Attend public hearings and other meetings upon request.

## **Proposal Submittal Requirements**

### **General Requirements**

Submissions must be prepared electronically using 8.5” x 11” paper format and must be submitted as a single pdf file. Submissions are strictly limited to a maximum of 10 total pages. Additional pages such as cover pages, tables of contents, appendices, etc., are not permitted. The following table displays the order in which respondents shall arrange content and a suggested number of pages per category. Proposals that do not follow all of these directions will not be considered.

### **Order Proposal Content - Suggested Number of Pages**

- Introductory Letter/Statement of Understanding - 2
- Project Team and Structure - 2
- Relevant Project Experience – 2 to 4
- Project Approach and Fee Schedule - 2

## **Introductory Letter/Statement of Understanding**

- Name of the individual or firm.
- Contact information for the person authorized to serve as point of contact during the RFP evaluation process and to negotiate on behalf of the firm or team if selected.
- General statement of interest and availability for the project described in this RFP.
- Statement of understanding of the project.

## **Project Team and Structure**

- Identification, qualifications, expertise, and availability of the project manager and key staff proposed to be assigned to the project.
- Relevant information regarding team organization or leadership in place to ensure efficiency and accountability during the course of the project, as well as quality control and schedule control.
- Location of all project team members and their applicable licensure and certifications.
- Knowledge of and experience with pertinent federal, state, and local laws, regulations, and policies.

## **Relevant Project Experience**

- Specific examples of projects that are relevant and similar to this project working on-call for other local agencies. Provide a reference name and contact information for the clients of these projects.
- Identification of which key personnel who are responsible for the relevant tasks.
- Experience with construction management and design, transportation planning, development review, water and sanitary sewer collection and distribution systems.

## **Project Approach and Fee Schedule**

- Provide the planned approach in providing the services requested, including the use of subconsultants (if needed).
- Provide information on hourly billing rates for personnel classifications, including subconsultants, that would likely be providing anticipated services described, and any related fees for travel, printing, etc.
- Provide standard billing rates for external projects (pass-through) and discount rates for internal Town projects and services.

## Selection Criteria & Evaluation

Consultant selection for this project will be based on an evaluation of the proposals. The Town reserves the right to request additional information or to reject all proposals and not select a consultant.

Professional firms 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 Town, interviews of the top-rated firms 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.

<b>WEIGHTING FACTOR</b>	<b>QUALIFICATION</b>	<b>STANDARD</b>
2.0	Scope of Proposal	<ul style="list-style-type: none"> <li>• Does the proposal address all elements of the RFP?</li> <li>• Does the proposal show an understanding of the project objectives, methodology to be used and results/outcomes required by the project?</li> <li>• Are there any exceptions to the specifications, Scope of Work, or agreement?</li> </ul>
2.0	Assigned Personnel	<ul style="list-style-type: none"> <li>• Do the persons who will be working on the project have the necessary licenses, skills and qualifications?</li> <li>• Are sufficient people of the requisite skills and qualifications assigned to the project?</li> </ul>
1.0	Availability	<ul style="list-style-type: none"> <li>• Can the work be completed in the necessary time?</li> <li>• Are other qualified personnel available to assist in meeting the project schedule if required?</li> <li>• Is the project team available to attend meetings as necessary?</li> </ul>
3.0	Cost and Work Hours	<ul style="list-style-type: none"> <li>• Does the proposal include detailed hourly billing rates and fees for all personnel and subconsultants?</li> <li>• Are the proposed rates competitive?</li> </ul>
2.0	Overall Team Capability	<ul style="list-style-type: none"> <li>• Does the team have the resources, financial strength, capacity and technical skills required to successfully complete the project?</li> <li>• Has the team successfully completed previous projects of this type and scope?</li> <li>• Does the team have a good understanding of the scope of work for this on-call contract?</li> </ul>

## Reference Evaluation (Top Rated Firm)

The Town Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	<ul style="list-style-type: none"> <li>• Would you hire this Professional again?</li> <li>• Did they show the skills required by this project?</li> </ul>
Timetable	<ul style="list-style-type: none"> <li>• Was the original Scope of Work completed, or on-call services provided, within the specified time?</li> <li>• Were deadlines met in a timely manner?</li> </ul>
Completeness	<ul style="list-style-type: none"> <li>• Was the Professional responsive to client needs?</li> <li>• Did the Professional anticipate problems?</li> <li>• Were problems solved quickly and effectively?</li> </ul>
Budget	<ul style="list-style-type: none"> <li>• Was the original Scope of Work completed within the project budget?</li> </ul>
Job Knowledge	<ul style="list-style-type: none"> <li>• Did the Professional possess the skills and knowledge required to satisfactorily complete the project?</li> <li>• Were problems corrected quickly and effectively?</li> </ul>

## Terms & Conditions

- The Town reserves the right to:
  - Reject any and all proposals received as a result of this RFP.
  - Waive or decline to waive any informalities and any irregularities in any proposal or responses received.
  - Adopt all or any part of the proposer’s proposal.
  - Negotiate changes in the scope of services to be provided.
  - Select the proposer it deems to be most qualified to fulfill the needs of the Town. The proposer with the lowest priced proposal will not necessarily be the one most qualified, since a number of factors other than cost are important in the determination of the most acceptable proposal.
- The successful proposer shall be required to enter into a written Agreement for Professional Services (“Agreement”) with the Town in a form approved by the Town Attorney. The Town’s form Agreement is attached to this RFP as ATTACHMENT A and is incorporated herein by reference. In the event of any conflict between this RFP and the Agreement, the terms and conditions of the Agreement shall control. The successful proposer will be required to furnish, as part of the Agreement, a certificate evidencing that the successful proposer has Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000) per claim and annual aggregate (the “Required Policy”). The Required Policy will be required to be endorsed to include the Town of Platteville as a Certificate Holder.

**ATTACHMENT A**

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the TOWN OF PLATTEVILLE, a Colorado municipality with an address of 400 Grand Avenue, Platteville Colorado 80651, a Colorado municipal corporation (the "Town"), and \_\_\_\_\_, an independent contractor with a principal place of business at \_\_\_\_\_ ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. SCOPE OF SERVICES**

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

**II. TERM AND TERMINATION**

A. This Agreement shall commence on the date first written above, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

**III. COMPENSATION**

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor the hourly rate as set forth in **Exhibit A**. This amount shall include all fees,

costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

**IV. PROFESSIONAL RESPONSIBILITY**

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

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

**V. OWNERSHIP**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

**VI. INDEPENDENT CONTRACTOR**

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

**VII. INSURANCE**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.



1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

## **VIII. INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

## **IX. ILLEGAL ALIENS**

A. *Certification.* By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-

Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. *Prohibited Acts.* Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. *Verification.*

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

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

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. *Duty to Comply with Investigations.* Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. *Affidavits.* If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

## X. MISCELLANEOUS

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.



**EXHIBIT A**  
**SCOPE OF SERVICES**

**NO EMPLOYEE AFFIDAVIT**

*[To be completed only if Contractor does not have any employees]*

**1. Check and complete one:**

I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any individuals during the term of my Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

OR

I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

**2. Check one.**

I am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card;*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement program, the "SAVE" program, and provide such verification to the Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

