



**Request for Qualifications
for
On-Call and Emergency Contractors**

**Date: January 2, 2019
Submittal Deadline: January 18, 2019**

The Town of Superior, Colorado is seeking Statements of Qualifications from contractors interested, experienced and knowledgeable in providing on-call and/or emergency contracting services for the Town.

The selected firm(s) will assist Town staff with miscellaneous construction and maintenance services that are either too small to bid out individually or need immediate attention. This Request for Qualifications is intended to gather pertinent information concerning the ability of contractors to meet the needs of the Town of Superior.

Interested contractors are invited to submit Statements of Qualifications by **5 PM, January 18, 2019** to:

Alex Ariniello
Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027
303-499-3675 ext. 111
alexa@superiorcolorado.gov

Questions:

Questions or requests for additional information should be sent in writing to Alex Ariniello at alexa@superiorcolorado.gov no later than **5:00 PM, January 11, 2019**. This RFQ and any announcements or addendums to this document will be posted on Rocky Mountain E-Purchasing and the Town's website, www.superiorcolorado.gov.

Background:

The Town contracts annually with several firms that provide specialized professional and maintenance services not available through current staffing resources. This format of relying on a cadre of highly-skilled contractors to provide services as needed has been a foundational element of the Town's organizational structure, and has contributed to the Town's ability to provide an elevated level of service with minimal permanent staffing resources.

The Town of Superior is interested in retaining the services of contractors with experience in any (or multiple) of the following areas:

- Emergency utility repair (domestic water, reuse water, sanitary sewer, storm sewer) including appropriate training for confined space entry and deep excavations.
- Emergency roadway repair (asphalt & concrete sawcutting, paving, patching)
- Concrete replacement (curb & gutter, sidewalks, crosspans, truncated domes, chase drains, etc.)

See the attached scope of work and sample construction contract.

Submittal:

The Town invites qualified contractors to submit Statements of Qualifications for any single service listed above, or any combination of services. The submittal should include the following:

1. A cover letter of introduction including address, years in business, and outlining which areas of expertise are being applied for as well as the history and size of the company. Include any information on historic failures to complete previous projects or contract defaults.
2. A Statement of Qualifications (maximum 3 pages) and relevant experience of the firm in each of the contracting areas being applied for. Experience should be limited to projects completed within the last three (3) years.
3. A list of at least three (3) references with contact information for each area of expertise being applied for.
4. A list of equipment retained by the contractor including a billing rate for mobilization, a billing rate for each piece of equipment and a billing rate for staff should also be included.
5. A certificate of insurance showing current coverage held by the contractor.

One (1) paper copy of your Statement of Qualifications shall be submitted and retained by the Town of Superior. Additionally, an electronic copy containing the Statement of Qualifications in PDF format must be submitted via e-mail.

Schedule:

January 2:	Post RFQ
January 11:	Contractor Questions Due
January 15:	Final Addendum Issued
January 18:	Statements of Qualifications Due
January 21-25:	Short List of Qualified Contractors
February 11:	Town Board Approval of Contract

Questions:

Questions or requests for additional information should be forwarded to Alex Ariniello, Public Works Director, at 303-499-3675 or alexa@superiorcolorado.gov. This RFQ and any announcements or addendums to this document will be posted on the Town website, www.superiorcolorado.gov.

Amendments to this Request for Qualifications:

The Town of Superior reserves the right to amend this Request for Qualifications by an addendum at any time prior to the date set for receipt of Qualification Statements. Addenda or amendments will be posted on the Town website as soon as available and shall be the responsibility of the offeror to obtain all addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

Signatures:

The proposal documents do not require authorized signature for submittal. Signatures will be required of the selected consultant as part of the contract process.

Selection Process:

The statement of interest, qualifications, and performance information will be used to identify qualified contractors capable of performing this work. Responders should clearly demonstrate their experience with the areas of expertise being applied for. The Town intends to interview a short-list of contractors. **These firms will be requested to submit:**

- 1. A list of equipment to be used by the contractor including a billing rate for each piece of equipment.**
- 2. A billing rate for staff.**
- 3. Mobilization costs for each call-out event.**
- 4. 2019 unit prices on various work items (submitted on forms provided by the Town).**

The Town reserves the right to reject any and all proposals. The successful contractor(s) will need to execute a General Services Contract with the Town (see attached sample agreement).

Town of Superior
On-Call Concrete Repair Contractors
Scope of Work

The Town Manager has authorized retaining contractors with the special expertise, qualifications, and background necessary to provide the Town with on-call and/or emergency construction support. The contractors will work directly with staff to determine needs around the Town.

For each area of expertise, the contractor must be able to provide the following services including, but not limited to:

Emergency Utility Repair:

1. Emergency utility repair may include, but is not limited to, utility main repairs for the Town's domestic water, reuse water, sanitary sewer, and storm sewer mains; valves for domestic water and reuse water; hydrants. Confined space entry and excavations up to 25 feet may be required for this work.
2. Traffic control, erosion control, and utility locates will be the responsibility of the contractor.
3. All material removal and disposal will be the responsibility of the contractor.
4. For emergency utility repair, the contractor will be required to mobilize within one day receiving notification from the Town.
5. The contractor will be responsible for communicating with the Field Maintenance Superintendent in regards to Town specifications and inspections.

Emergency Roadway Repair:

1. Emergency roadway repair may include, but is not limited to, asphalt or concrete pavement sawcutting, removal, and replacement.
2. Traffic control, erosion control, and utility locates will be the responsibility of the contractor.
3. All material removal and disposal will be the responsibility of the contractor.
4. For emergency roadway repair, the contractor will be required to mobilize within 3 days of receiving notification from the Town.
5. The contractor will be responsible for communicating with the Field Maintenance Superintendent in regards to Town specifications and inspections.

Concrete Replacement

1. Typical concrete replacement tasks include sawcutting and removal of broken, heaved, or sunken curb & gutter, sidewalks (attached & detached), cross pans, chase drains, and handicap ramps.
2. Only the following concrete mix to be submitted on: truck mixed concrete, CDOT Class B/D 4,500 psi with fiber mesh.
3. All material removal and disposal will be the responsibility of the contractor.
4. Replacement of 12" of subgrade material with class 6 recycled concrete road base is required, and all new concrete must be doweled into the adjacent concrete using #4 epoxy coated rebar 18" in length.

5. Any damaged asphalt or landscaping & irrigation will need to be repaired.
6. Traffic control, erosion control, surveying (for vertical curves) and utility locates will be the responsibility of the contractor.
7. All construction impact notices for the residents are the responsibility of the contractor.
8. If asphalt is damaged, 2" minimum wide asphalt patch required. Include pricing for asphalt patch.
9. Quality assurance, including subgrade compaction and concrete cylinder test breaks will be required and paid for by the Town of Superior. Scheduling will be done in conjunction with contractor.
10. The contractor will be responsible for pulling the proper permits. ROW permit fees for the Town of Superior will be waived.
11. The contractor will be responsible for communicating with the Public Works & Utilities Department in regards to Town specifications and inspections.
12. Contractor will be responsible for concrete washout facilities.
13. Chase drain to be Gates Concrete Forming Standard Sidewalk Chase.
14. The contractor will be responsible for removing forms, signs, cones and cleaning up the work area in a timely manner.
15. The contractor is responsible for providing a two-year warranty for all construction work completed for the Town.

SAMPLE AGREEMENT FOR SERVICES (HOURLY)

THIS AGREEMENT is made and entered into this ____ day of _____, 2019 (the "Effective Date"), by and between the Town of Superior, 124 East Coal Creek Drive, Superior, Colorado 80027, a Colorado municipal corporation (the "Town"), and _____, an independent contractor with a principal place of business at _____, Colorado _____ ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required 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 Effective Date, and shall continue 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 work performed by Contractor under the Scope of Services, the Town shall pay Contractor as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein.

B. The work performed by Contractor shall be in accordance with generally accepted level of competency presently maintained by others 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.

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.

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.

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 Boulder 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.

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2019, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

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EXHIBIT B
COMPENSATION

Contractor shall be paid on an hourly basis for the time spent by Contractor's employees performing the work described in **Exhibit A**, Scope of Services. Contractor shall provide itemized invoices detailing the work performed, and shall bill in increments of not less than 15 minutes. Such invoices shall be submitted to the Town on a monthly basis.

The hourly rates for Contractor's employees are as follows:

In addition to the hourly rates established above, Contractor shall be entitled to invoice the Town for the following out-of-pocket expenses, at Contractor's actual cost without mark-up:

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no 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 employees during the term of my Agreement with the Town of Superior (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

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 Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

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; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both 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 ("SAVE") program, and provide such verification to the Town.

Signature

Date

