


**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2010 – 36**

DATE: May 13, 2010
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: William Simmons, City Manager
David H. Willett, Director of Public Works
Ray Reling, Acting Utility Superintendent
Tamara Moon-Carlson, Lead Laboratory Analyst



SUBJECT: Mowing and Weed Control Services at the WTP and WWTP CR-83

BACKGROUND

During the 2004 lay-offs, the maintenance worker position for the WTP and WWTP was eliminated. Following the elimination of that position, it became evident that existing staff could not keep up with the mowing and weed control at the two facilities. In approximately 2006 the maintenance worker position was re-budgeted to ensure that mowing, weed control, and other related activities could resume at an acceptable interval at the two facilities. In 2008 the maintenance worker position was again eliminated from the budget, and during 2009 the two facilities were under-maintained, being mowed only twice during the year, at both facilities.

Both the WTP and WWTP have extensive areas of native grass. The WTP has in excess of 10 acres of mowable area, and the WWTP has in excess of 81 acres. While native grasses do not require the level of maintenance that turf grass requires, it does require occasional mowing and pesticide application to keep plant growth healthy and noxious weeds under control. Good range management practices recommend mowing three to four times per year. To control and limit the spread of noxious weeds, the State weed control office recommends a minimum of two chemical applications during the growing season to achieve adequate kill of noxious and invasive weed species. Additionally, each plant falls under the regulations set by the State Engineer for dam maintenance. These regulations require that mowing and weed control on dams is completed on a regular basis to maintain the structural integrity of the dam. The dams at each plant are inspected by the State Engineer's office on an annual basis to ensure compliance with these requirements.

A request for proposal (RFP 2010-18) was advertised and opened on May 4, 2010. The City received seven (7) proposals for the mowing and weed control at the WTP and WWTP. A copy of the bid tab is attached to this memorandum, for reference. Proposals listed total costs that ranged from \$15,952.00 to \$70,192.60. The proposal with lowest total cost was submitted by Keesen Enterprises, Inc. A check of their references indicates that they have long-term relationships with their customers and provide more than satisfactory service.

BUDGET/TIME IMPLICATIONS

The cost for mowing and weed control on four (4) occurrences at the WTP and WWTP using Keesen Enterprises will be **\$15,952.00**. The contract will be paid for out of the Water & Wastewater Fund/Operations Divisions.

RECOMMENDATION

Staff recommends the acceptance of the proposal submitted by Keesen Enterprises for the mowing and weed control services for the WTP and WWTP.

STAFF REFERENCE

David H. Willett, P.E., Director of Public Works
Ray Reling, Acting Utility Superintendent
Tamara Moon-Carlson, Lead Laboratory Analyst

dwillett@northglenn.org or 303.450.8783
rreling@northglenn.org or 303.450.4049
tmoon@northglenn.org or 303.450.4070



**CITY OF NORTHGLENN
FORMAL BID SUMMARY**

BID NUMBER RFP 2010-18

PAGE 1

BID NAME City of Northglenn WTP and WWTP Mowing and Weed Contr

DEPARTMENT: Public Works

	Cocal Landscape Services, Inc.	Moose Meadow Maintenance	Consolidated Divisions, Inc.	T-P Enterprises, Inc.	Keese Enterprises, Inc.
DATE DUE 5/04/2010	BID RECEIVED: DATE: 5/3/10 TIME: 3:50pm	BID RECEIVED: DATE: 5/4/10 TIME: 8:02am	BID RECEIVED: DATE: 5/4/10 TIME: 10:54am	BID RECEIVED: DATE: 5/4/10 TIME: 1:12pm	BID RECEIVED: DATE: 5/4/10 TIME: 3:15pm
TIME: 4:30 PM					
Total for Water and Wastewater plant one occurrence	\$7,548.15	\$4,946.00	\$12,458.68	\$7,897.50	\$3,988.00
Total for Water and Wastewater plants 4 occurrences	\$70,192.60	\$19,784.00	\$49,834.72	\$33,470.00	\$15,952.00

Kathleen Krasnick
Buyer

Crystal Messick
City Clerk, Deputy

5/4/2010
Date



**CITY OF NORTHGLENN
FORMAL BID SUMMARY**

BID NUMBER RFP 2010-18

PAGE 2

BID NAME City of Northglenn WTP and WWTP Mowing and Weed Contr

DEPARTMENT: Public Works

	JPD, Inc.	Urban Farmer, Inc.	Terracare Associates		
DATE DUE 5/04/2010	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:
TIME: 4:30 PM	DATE: 5/4/10 TIME: 4:10pm	DATE: 5/4/10 TIME: 4:03pm	DATE: 5/4/10 TIME: 4:14pm	DATE:	DATE:
				TIME:	TIME:
Total for Water and Wastewater plant one occurrence	\$8,138.00	\$8,918.00	\$6,328.00		
Total for Water and Wastewater plants 4 occurrences	\$32,552.00	\$35,672.00	\$25,312.00		

Kathleen Karamul
Buyer

Crystal Messick
City Clerk, Deputy

5/4/2010
Date

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-83
Series of 2010

Series of 2010

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND KEESAN ENTERPRISES FOR MOWING AND WEED CONTROL SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Agreement between the City of Northglenn and Keesan Enterprises, attached hereto, in an amount not to exceed \$15,952.00 for mowing and weed control services at the Water Treatment Plant and Wastewater Treatment Plant is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____ 2010.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT

PROJECT NAME: 2010 WTP AND WWTP MOWING AND WEED CONTROL

PROJECT MANAGER: Tamara Moon-Carlson

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Northglenn, hereinafter called "CITY", and Keesen Enterprises, Inc. hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the project named:

"2010 WTP and WWTP Mowing and Weed Control"

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor supervision, and other services necessary for the completion of the PROJECT described herein.

3. The CONTRACTOR will provide performance and payment bonds and a certificate of insurance naming the City as an additional insured for purposes of said project within 10 days after the date of the NOTICE OF AWARD.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$15,592.00, or as shown in the BID schedule. The CONTRACTOR will commence the work within 7 calendar days after the date of NOTICE TO PROCEED. The CONTRACTOR will complete the work within 60 working days after the date of NOTICE TO PROCEED unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

5. The term "CONTRACT DOCUMENTS" means and includes all items as set forth in Section 1.01 of the General Conditions.

6. The CITY will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in TWO copies, each of which shall be deemed an original on the date first above written.

CITY:

City of Northglenn
By _____
Name Joyce Downing Date _____
Title Mayor

ATTEST:

Name Johanna Small, CMC Date _____
Title City Clerk

(SEAL)

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney Date _____

(SEAL)

ATTEST:

Jodi Yutzey

Name (Please Print or Type) Jodi Yutzey Date 5/10/10
Title Office Manager

CONTRACTOR:

By [Signature]
Name STEVEN A. GENDERS Date 5-10-10
(Please Type or Print)

Title Vice President
Address 3355 S. Umatilla St.
Englewood CO 80110

Tamara Moon-Carlson
Print Name of City's Project Manager

SECTION 001119
REQUEST FOR PROPOSAL

PART 1 - PROJECT OVERVIEW

1.1 Project Description

- A. The City of Northglenn is interested in contracting with qualified contractor to provide mowing and weed control services at two facilities. The Water Treatment Plant located at 2350 W. 112th Avenue and the Waste Water Treatment Plant located at 45 Weld County Road 2 in Weld County. Service should be provided four (4) times per year on an on call basis and may include, and are not limited to, mowing, trimming, and weed control.

1.2 Proposal Submission

- A. The City of Northglenn, Colorado will accept sealed bids at the office of the City Clerk, P.O. Box 330061, Northglenn, Colorado, 80233-8061, via bid responses done through the Rocky Mountain Purchasing site or e-mail attachment to rfp@northglenn.org, or in person at 11701 Community Center Drive until 4:30 p.m. on Tuesday May 4, 2010. E-mail through Rocky Mountain Purchasing site is the preferred method of responding to this solicitation. Immediately thereafter, all proposals will be publicly opened and read in the presence of the bidders in the office of the City Clerk.
- B. Sealed bids shall be marked as follows:
2010 WTP and WWTP Mowing and Weed Control - Project No. 2010 RFP-18
- C. Bidding instructions and drawings are available on the Rocky Mountain E-Purchasing System See the link below:
<http://govbids.com/scripts/co1/public/home1.asp>
- D. The City of Northglenn reserves the right to reject any and all proposals and to accept the proposal deemed most advantageous to the best interest of the City.
- E. Any questions regarding this project should be directed to Tamara Moon-Carlson, Project Manager at 303-450-4070.

1.3 Mandatory Pre-Bid Meeting

- A. A mandatory pre-bid meeting is scheduled on **26th Day of April, 2010, at 9:00 am**. The meeting will be held at Northglenn Water Treatment Plant, located at:

2350 W. 112th Avenue, Northglenn, CO 80234

PART 2 - DEFINITIONS

- A. For the purposes of this RFP, the terms in quotation marks set forth below have the following

meanings:

- "Bidder" means the person, firm, or corporation from whom the solution is being quoted or ordered.
- "City" means the City of Northglenn.
- "City Council" means the Council of the City of Northglenn.
- "Consultant" means the successful Bidder who has been awarded all or part of this RFP and, who enters into a written contract with the City to perform the work under the RFP.
- "Contract Administrator" means a person duly authorized by the City in writing to represent the City in connection with this Project.
- "Contract" or "Contract Documents" means the Contract entered into by the successful Bidder(s) with the City to perform the work of the RFP.
- "Evaluation Team" means the City personnel named to evaluate the Proposals received in response to this RFP.
- "Mandatory" and "must" means a requirement that must be met in order for the Proposal to receive consideration.
- "Proposal" means the offer Proponents are required to provide in response to this RFP.
- "RFP" means this Request for Proposals, as same may be amended, supplemented or modified from time to time by the City.
- "Should" or "desirable" means a requirement having a significant degree of importance to the objectives of the RFP.
- "Teams(s)" means the private sector firms or consortia that provide Proposals to the City in response to this RFP.

PART 3 - PROJECT RATIONALE AND SCOPE

3.1 Objectives

- A. The City of Northglenn, hereinafter referred to as the "City", is beginning the process to select a contractor to perform mowing and weed control activities at the City's Water Treatment Plant (WFT) and Waste Water Treatment Plant (WWTP). Mowing will be completed at each facility up to four (4) times per year, at the request of the City. Mowing and weed control operations will be completed Monday through Friday, 7:00 am to 3:30 pm as scheduled with the project manager and the contractor. Competitive negotiation as described in this document will be a part of the process used in this Request for Proposal.
- B. Through this final Request for Proposal, the City seeks to:
 - Determine final pricing;**
 - Specify the terms and conditions that would govern any resulting contracts and negotiations;**
 - Select the successful contractor(s).**
- C. This Request for Proposal states the instructions for submitting proposals, and the procedure and criteria by which a successful team will be selected.

3.2 Schedule

- | | | |
|----|-----------------------------------|----------------|
| A. | Mandatory Pre-bid meeting | April 26, 2010 |
| B. | RFI and/or clarification deadline | April 27, 2010 |
| C. | Proposal deadline | May 4, 2010 |

These dates may be subject to change at the City's discretion.

3.3 Scope of Work

Due to the nature of this project, nature of each task, as well as the time and equipment requirements the City is requesting that each section under the scope of work be priced as individual tasks as listed below. Aerial photos are provided for estimates only. Contractor will be called for scheduling each appointment. Contractor should respond within 48 hours weather permitting. Contractors must attend the mandatory Pre-bid meeting for full explanation of the work scope.

- A. Mowing and Trimming of Natural/Native grass areas.
Area at WTP: 10.8 acres
Area at WWTP: 81.5 acres
Clean-up of plant debris following mowing operations on hard surfaces including driveways and sidewalks.
Mowing schedule will be determined by the project manager and the contractor, and is subject to change due to weather, plant, or soil conditions.
- B. Mowing and Trimming of Turf Grass
Area at WTP: 5,344 ft²
Area at WWTP: 11,601 ft²
Clean-up of plant debris following mowing operations on hard surfaces including driveways and sidewalks.
Mowing schedule will be determined by the project manager and the contractor and is subject to change due to weather, plant, or soil conditions.
- C. Weed Control
Pesticide/Herbicide application
Mechanical control (i.e. mowing, cutting, pulling)
Control of weeds on hard surfaces including cracks and joints in concrete and asphalt surfaces.
No chemicals will be used in the mulched area over the clearwell located at the WTP

PART 4 - PROPOSAL INSTRUCTIONS

4.1 Inquiries and Clarification of R.F.P.

- A. All official requests for additional information and/or clarification must be emailed to the designated Project Manager listed below:
Tamara Moon-Carlson
Lead Laboratory Analyst
Phone number: (303) 450-4070
E-mail: tmoon@northglenn.org
- B. Information obtained from a source other than the individual listed above is not official and should not be relied upon. It is intended that all inquiries be processed through the aforementioned individual, ensuring Bidders receive consistent information. The City will endeavor to respond to inquiries within two (2) business days of receipt of an inquiry, although Bidders should be aware that responses to enquiries will only be provided as time permits.
- C. Requests for information and/or clarification must be submitted prior to 3:00 p.m. on the date shown in Section 3.2. Inquiries received after that date and time will not be considered. Addenda shall be issued, as necessary, via e-mail at least 7 days prior to the bid

4.2 Proposal Content

- A. The proposal shall include, at a minimum, the following:
- a. Provide the title of the Proposal being submitted, the RFP number, submittal date, and the name and logo of the company or companies submitting the Proposal.
 - b. Bid Form filled out completely with signatures. Electronic bids can be submitted without signature.
 - c. Bid Summary. Filled out completely
 - d. Prospective Contractor's Certificate Regarding Employing or Contracting with an Illegal Alien signed statement.

PART 5 - CONTRACTOR REQUIREMENTS

5.1 Contractor Requirements

- A. Contractor is required to provide all equipment necessary to perform the work as described in the Scope of Work section. Equipment necessary may include, but is not limited to: tractors, mowers, backpack sprayers, boom sprayers, trimmers, hand tools, shovels, rakes, and other landscaping tools as needed.
- B. Contractor will ensure that all equipment brought to each facility is properly cleaned and maintained according to the Colorado Department of Agriculture's guidelines and best management practices to prevent the spread of noxious weeds and non-native plant species.
- C. Contractor and/or contractor's agents will possess a current and valid Colorado Pesticide Applicators License.

- D. Contractor will use only EPA approved pesticides and herbicides for the control of weeds and noxious plants. Special consideration should be given when considering pesticide products for use at the City's Drinking Water Treatment Plant.
- E. Contractor and/or contractor's agents will comply with all federal, state, and local regulations pertaining to the purchase, possession, and dispensing of all pesticides and herbicides on City property.
- F. Contractor will provide the City with a copy of application records for pesticides and herbicides used for the control of weeds and noxious plants on City property. Application records will contain all applicable information as required by federal, state, and local entities.
- G. Contractor will provide the project manager with notice of pesticide or herbicide application, 24 hours prior to the application of any product.
- H. Contractor will properly sign areas with notice of chemical application following the use of pesticides or herbicides on City property as required by federal, state, and local entities.
- I. The contractor will not use pesticides or herbicides to control weeds in the mulched area over the Clearwell at the WTP. Weed control in this area will be completed by mechanical removal of plants only.
- J. Contractor will be responsible for any damages caused by the improper application of pesticides or herbicides and/or mowing operations.
- K. The contractor will provide the City a listing of all equipment used or proposed for use at the City's facilities.
- L. Contractor will provide the City a listing of all subcontractors used, if any, for the completion of the required services as listed in the Scope of Work section.
- M. No contractor or subcontractor will be accepted if the contractor or any subcontractor is in arrears to the City, or has any claims, arbitration proceedings, or lawsuits pending, outstanding, or threatening to the City.
- N. No consultant, sub consultant, subcontractor will be accepted if any of the consultant's, sub consultant's, or subcontractor's is in arrears to either of the Cities, or has any claims, arbitration proceedings, or lawsuits pending, outstanding, or threatening to either the Cities.

5.2 Insurance Requirements:

- A. The Consultant will be required to procure and maintain, at his/her own expense and without cost to the City of Northglenn, the kinds and minimum amounts of insurance as described in the Professional Services Agreement. See Section X, Exhibit C.

5.3 Indemnification

- A. Refer to the Professional Services Agreement. See Section IX, Exhibit C.

PART 6 - SELECTION PROCESS

6.1 Completeness

- A. The City's reviews the proposal for completeness and compliance with the proposal format. If acceptable, the City will score the proposals.

6.2 Selection Criteria

- A. Evaluations of the consultant's proposal will be based on the quantitative and qualitative responses

to the questions and supplemental information supplied in the proposal.

6.3 Presentation (Optional)

- A. In the event the City elects to short list firms, the firms would be asked to present their proposal to the City selection panel. The short listed firms must be prepared to present their proposal one (1) week following the notification for their interview with the selection panel. The purpose of this meeting is to allow consultants time to present their analysis of the project and to allow the panel time to clarify the consultant's qualifications in a question and answer session.

6.4 Final Selection

- A. The final selection will not be solely based on cost.

PART 7 - TERMS AND CONDITIONS

7.1 The terms and conditions set forth in the Professional Services Agreement attached as exhibit A and the supplemental following terms and conditions will apply to this Request for Proposal, each Bidder's Proposal, and to the negotiations, if any, of any said Contract. Submission of a Proposal in response to this RFP indicates the Bidder's acceptance of the terms and conditions contained in this document and the Professional Services Agreement.

7.2 Late Proposals

- A. Any Proposals received after the Final Date and Time for Receipt of Proposals will not be accepted and will be returned to the Bidder, unopened, or discarded without being considered.

7.3 Irrevocability of Proposals

- A. By submission of a clear and detailed written notice, a Bidder may amend or withdraw its Proposal prior to the Closing Date and Time. At and following the Time of Closing, all Proposals will become irrevocable offers to the City and will remain as such until 120 days from date of Proposal submission. By submission of a Proposal, the Bidder agrees to enter into a Contract. In addition all quoted prices will be firm and valid up to 120 days from date of Proposal submission.

7.4 Opening of Proposals

- A. The City reserves the right to open Proposals received in response to this RFP, privately and unannounced, after the Closing Date and Time.

7.5 Open Records Act and Protection of Privacy Act

- A. Notwithstanding any language contained in a Proposal to the contrary, all Proposals submitted to the City become the property of the City. They will be received and held in confidence by the City subject to the disclosure provisions of the Open Records Law. To assist the City if it receives a request for disclosure under the Open Records Law, the Bidder should identify any information or

7.6 Extension of Time

- A. No time extensions are being considered at this time; however, should the City extend this bid, all Bidders will be given the same consideration.

7.7 Bidder Expenses

- A. Bidders are solely responsible for their own costs and expenses of participating in this RFP process including, but not limited to, expenses incurred in preparing a proposal, conducting due diligence, third party consulting, participating in performance tests and participating in any discussions, meetings, negotiations, Bidder Briefing(s) and Site Visit(s), if any.

7.8 City Discretion

- A. It is expressly understood and agreed that the City shall not be under any obligation whatsoever to award a Contract to the Bidder or anyone else and may cancel the RFP at any time for whatever reasons the City in its sole, absolute and unfettered discretion considers to be in its best interest.

7.9 Goods and Sales Tax

- A. The City is exempt from Goods and Sales Tax. All Prices quoted shall be exclusive of sales tax.

7.10 Withdrawal

- A. Any Response to the Request For Proposal may be withdrawn prior to the final date and time set for receipt of Proposals. Withdrawal notification must be in written form, and must be received in the Offices of the City Clerk prior to the closing date and time.

7.11 Contract Negotiations

- A. If the City decides to proceed and to negotiate a Contract, The City intends to provide written notification to the Bidder whose Proposal is deemed by the City to be in the best interests of the City and the City will attempt to negotiate a contract with the selected Bidder(s) on terms and conditions acceptable to the City. The final contract shall not be limited to the terms and conditions stated in this RFP or in the successful Bidder's proposal, but shall also include terms and conditions later negotiated. If the City and the successful Bidder are unable to execute a contract and the Bidder has been notified that it is the successful Bidder then the City may cease all discussions with the (first) successful Bidder without any further obligation to that Bidder and select another (second) Bidder as the successful Bidder. If the (second) Bidder is rejected, as per the terms above, then the City, without any further obligation to that Bidder, may select another (third) Bidder as the successful Bidder, and so on, or the City may reject all Proposals and re-bid this project.

7.12 The City's Right to Award

- A. The provisions of Section 3.5 above notwithstanding the City reserves the right to: negotiate, accept, or reject any or all Proposals at its sole discretion and to accept any Proposal it considers advantageous at any cost submitted. The lowest cost Proposal will not necessarily be accepted. The City reserves the right to award all of the work to the successful bidder, or the right not to award a Proposal. If the City decides to proceed to award a Contract, the City will provide written notification to the Bidder whose Proposal is deemed by the City to be in the best interest of the City. The City may, in the City's sole discretion and for any reason whatsoever, cancel this RFP in its entirety. Following cancellation of this RFP, the City reserves the right to issue a new RFP, in its sole discretion.

7.13 Award Assumptions

- A. The City will assume that every statement of the Response to the Request for Proposal is true, accurate and complete. Only those sections of this Proposal that completely comply with the requirements, terms and conditions of this RFP may form part of any agreement between the successful Bidder and the City. Any section or sections of the Proposal which do not completely comply with the requirements, terms and conditions of this RFP will only form part of the agreement between the City and the successful Bidder if the City expressly accepts that variation, or variations, in writing. The Contract will be in the form supplied by the City. The City reserves the right to select an alternate Bidder in the event that the Contract is not signed with the successful Bidder within thirty (30) days of the award of the RFP to the successful Bidder. The successful Bidder shall comply with all applicable laws, ordinances, rules, regulations, codes and lawful orders of any public authority.

7.14 Errors and Omissions

- A. In case of inconsistencies, discrepancies, errors, or omissions among the various parts of the Contract, the Consultant will immediately submit such matter to the City for clarification. The City will issue a clarification within a reasonable period of time. Any equipment or service affected by such inconsistencies, discrepancies, errors, or omissions and which are supplied or performed by the Consultant prior to clarification by the City will be supplied or performed at the Consultant's risk.

7.15 Liquidated Damages

- A. The amount prescribed in Section 4.0 Terms and Conditions to be paid to the City or to be deducted from any payments due or to become due the Consultant for each day's delay in completing the whole or any specified portion of the work beyond the time allowed by the Specifications.
- B. Liquidated damages shall be set at \$250.00 per day. This charge shall be in addition to other penalties set forth in the contract.

7.16 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 the 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 in order to confirm the employment eligibility of all employees who are newly hired

for employment to perform work under the 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.
Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
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 the Agreement, Contractor shall:
- a. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and
 - b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the 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. If Contractor does not currently employ any employees, Contractor shall sign the NO Employee Affidavit attached hereto.
- F. 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.

END OF SECTION 001119