

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance:

October 31, 2023

Project Number:

23-004

RFP Title:

Kiowa Bennett TIP Trail – Design

Proposals Due:

November 28, 2023, 4:00 p.m., Local Time

Submit Proposals to:

djohnson@bennett.co.us

Town Hall, 207 Muegge
Way, Bennett, CO. 80102-
7806

For Additional Information Please Contact:

Daymon Johnson
(303) 644-3249 Ext. 1005
Email: **djohnson@bennett.co.us**

Documents Included in This Package:

RFP Cover Sheet
Project Background and Specifications
RFP Instructions
Terms and Conditions
Special Terms and Conditions
Submission Form
Substitute Form W-9
Sample Agreement
Affidavit of Small Business Participation
2022 Local Agency Professional Services Contract Requirements

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____

Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

The Town of Bennett is seeking proposals from qualified trail design consultants & firms, who have verifiable experience in trail design and development, to design approximately 3.5 miles of 8 to 10-foot wide concrete, partially motorized (maintenance only), non-equestrian-use trails, using sustainable trail development principles. The trail alignment includes significant Kiowa Creek floodplain lengths and areas, requiring permitting, design/improvement and impact mitigation considerations and requirements. The trail utilizes the existing I-70 Kiowa Creek bridge as a trail underpass under I-70, requiring further floodplain and bridge hydraulics impacts and mitigations.

This work is funded by a Transportation Improvement Program (TIP) Grant, including Federal funds administered by the Colorado Department of Transportation (CDOT) Region 1 office. It is the Town's intention that the design for the entire trail project (all segments and phases) will be completed as a part of this solicitation. Construction is slated to commence in 2024, with the final phase being completed in 2025. The selected design firm will work with the Colorado Department of Transportation (CDOT), as well as Town Public Works, Engineering & Capital Project Staff to design and layout the trail in all three segment areas of the trail breakdown, as shown in the documents attached.

The purpose of the trail is to provide an efficient and scenic off-street loop for pedestrians and cyclists on accessible grades to connect to the main areas of Bennett including Grocery Store, Hotels & other amenities, from the Kiowa Creek North Open Space area of Town.

II PROJECT DESCRIPTION

The Kiowa Bennett TIP Trail consists of 3 segments.

- Segment 1 is the North Segment which runs North & South along the east side of State Highway 79, terminating near the existing QuikTrip.
- Segment 2 is the middle or Central Segment, which runs from the Southernmost point of Segment 1, heads East and proceeds to the I-70 Corridor underpass in alignment with Kiowa Creek.
- Segment 3 of this trail is the South segment, which takes the trail from Kiowa-Bennett Road, through the Kiowa Creek North Open Space, connecting to the Southernmost point of Segment 2

III SCOPE OF WORK

The proposal submitted should include, but not be limited to the following:

- **Project Administration**
 - The Consultant shall provide project management services to direct, coordinate, and monitor activities of the Project with respect to budget, schedule, and contractual obligations. This shall include, but is not limited to, the following elements:

- Manage and coordinate work efforts of the Consultant Team
- Coordinate Project Tasks with the Town's Project Manager, other Town personnel, CDOT and other Project Team members as required
- Review subconsultant invoices; prepare and submit monthly invoices and progress reports
- Develop and maintain Project schedule; update monthly and include monthly invoice
- Assist Town with items identified as a local agency (LA) responsibility by CDOT

- **Project Meetings**

- The Consultant Project Manager shall provide coordination between the Consultant Team, the Town, CDOT, the Counties and other stakeholders as identified and applicable to review and discuss Project process. Proposals should recommend the types and number of meetings necessary to accomplish the Project. Meetings shall include, but not be limited to:
 - Scoping meeting
 - Project Kickoff meeting
 - Regular monthly progress meetings with Town
 - Identify required meetings with CDOT per the Tasks outlined in this Scope of Work

- **Data Development**

- Surveying

- Consultant shall be responsible for performing a design-level topographic survey of the Project limits. The scope of work for surveying activities shall include:
- Perform surveys related to the horizontal and vertical alignment of the Project
- Perform GPS control survey
- Perform topographic surveys
- Perform cross section surveys
- Boundary survey work for ROW support for design and acquisition
- Perform utility surveys (including potholing) according to CDOT requirements
- Perform wetland delineation survey
- Prepare project control diagram

- Traffic Counts

- Updated SH 79 traffic counts (vehicular, bicycle, and pedestrian) are required for the Project near key street-trail crossing locations, including State Highway 79 near all of Bennett Avenue, Edward Avenue, Pearl Street, Private Drive B and Marketplace Drive.

- Right-of-Way and Ownership Research

- The Town anticipates the Project's limits vary. Some are within the right-of-way footprint of the Town and some may be owned by other entities or individuals. However, the Consultant shall research existing right-of-way information such as locating existing property corners, county records, and the best available information to determine potential property requirements for the Project.
 - This information shall be depicted on the design plans as appropriate to evaluate impacts.
 - The Consultant will research county records of current rights-of-way and ownership lines covering the Project limits and prepare an Ownership Map showing owner of record, site, address, and Assessor's parcel number.

- **Trail Alignment Development**
 - Consultant shall develop trail alignment concepts for Segments 2 and 3 of the overall Kiowa Bennett TIP Trail. Concept development shall account for, but not limited to, impacts to right-of-way, environmental clearances, existing infrastructure, geological features, and soil conditions. The concept alignments shall be presented to the Town of Bennett prior to extensive design work. The Town of Bennett will select a preferred concept to be used as the basis of design for the aforementioned segments.

- **Geotechnical Investigation and Concrete Design**
 - Consultant shall perform geotechnical research such as review of available published geotechnical literature of the site and the general site area which may include geologic maps, studies, surveys, and aerial photographs. The Consultant shall coordinate with the Town of Bennett and CDOT to determine additional geotechnical needs that are not available from previous investigations in the area. The Consultant shall perform all soil sampling and analysis and this work will include, but not be limited to:
 - Bore or drill logs
 - Water table
 - Soil borings
 - Soil classification
 - Swell/Consolidation Testing (Time Rate of Consolidation if adding significant amount of fill)
 - Soil resistivity tests
 - Subgrade treatment recommendations and/or embankment requirements
 - Soil relevant engineering properties

- **Subsurface Utility Engineering (SUE) & Utility Coordination**
 - SUE Investigation
 - The Consultant shall perform a Subsurface Utility Engineering Investigation level appropriate for the Project.
 - The Consultant will, at a minimum:
 - Contact all utility providers and collect available utility records within the Project area
 - Provide guidance as to what Quality Level to attempt for any utilities that the Consultant believes need to be depicted.

 - Utility Test Holes
 - The Consultant shall be responsible for performing utility test holes (i.e., potholing) required to ensure the adequacy of the design and prepare final utility plans using the test hole information and field locates.
 - Final plans shall identify any utility conflicts and provide a suggested relocation plan as required.
 - The Consultant shall coordinate with the utility companies for final relocation plans and specifications.

- Utility clearance letters will be required from all utility owners within the Project limits.
- Utility Coordination & Clearances
 - The Consultant shall be responsible for coordinating all utility conflicts with affected utility companies and ensuring CDOT's utility clearance process is met to the satisfaction of the Town and CDOT. This Task involves finalizing, if any, utility relocation coordination with the affected utilities and documenting the resolution with a utility relocation agreement that will be signed by the affected utilities. The Consultant will also be responsible for preparing the utility clearance package and obtaining CDOT approval prior to final Project approval and Advertisement.
- Right-of-Way (ROW)
 - The Town anticipates the Project's limits will require right-of-way acquisition, as additional, new easement and/or right-of-way. The ROW process can take as long as 18 months, and this will be a critical part of the deliverables. Additionally, the ROW acquisition process cannot proceed until the NEPA document is approved. The Consultant is required to perform due diligence in reviewing potential right-of-way impacts. To that end, prospective Consultants are encouraged to visit the Project site to visually scan the currently observable ROW limits.
 - Attention to the under-bridge area is emphasized regarding ROW due to the Project proposing one trail segment to be completed in the underpass of the I-70 corridor.
 - The Project will be required to go through the CDOT Right of Way Plan Review (ROWPR) process (refer to the Right of Way Manual for more information). Right-of-way impacts should be determined as early as possible during preliminary design due to the schedule constraints of the ROWPR, the ROW acquisition process and Right-of-Way clearance approval process.
 - Temporary easements can be depicted with standard legal descriptions and exhibits along with coordination with the Town and CDOT Region 1 Right of Way Division.
 - The Project proposes work and permanent improvements within the Interstate 70 right-of-way. As such, the Project will trigger review and potential modifications to I-70's Access Control Line (ACL). Consequently, a Request to modify the ACL may be required to accommodate the modification. The ROW plan shall depict any proposed modifications to the ACL.

- **Environmental Clearances**

- This Task is in support of Project compliance with the National Environmental Policy Act (NEPA) through CDOT Form 128. The Consultant team will be responsible for obtaining an environmental clearance from CDOT, which may or may not be via a Categorical Exclusion (Cat Ex) Determination. This determination shall be made in coordination with CDOT, and FHWA if applicable. The Consultant shall coordinate with the Town and CDOT to evaluate the current setting and resources within the affected environment, determine potential environmental impacts and identify any mitigation measures. Tasks shall include, but not be limited to:
 - Evaluation of natural environment including but not limited to right-of-way, environmental justice populations, recreational resources (i.e. Section 4f and Section 6f), bicycle and pedestrian facilities, historic properties, archaeological and paleontological resources, water quality features and MS4 requirements for permanent water quality/stormwater permitting, wetlands and waters of the U.S., floodplains, federally- and state-listed species habitat, migratory birds, vegetation and ground cover (i.e., noxious weeds), Senate Bill 40 (SB 40) vegetation, hazardous materials, air quality, noise, visual resources, and farmlands.
 - Conduct an environmental scoping meeting in coordination with the CDOT Environmental Project Manager. Attendees may include Region 1 and EPB environmental specialists, staff from Right-of-Way, Maintenance, and Hydraulics as appropriate, and the CDOT and Town Engineering Project Managers.
 - The environmental study area and extent of analysis for each resource (i.e. documentation requirements) shall be identified during environmental scoping.
 - Coordinate the Area of Potential Effects (APE) with CDOT Historians prior to proceeding with Eligibility and Effects documentation for Section 106.
 - Conduct other resource specific coordination and meetings as required by the CDOT Environmental Project Manager.
 - Identify and document any environmental mitigation measures required to mitigate for resources impacted by design/construction
 - Perform all activities necessary to obtain all environmental clearances and permits
 - Develop, in coordination with the relevant CDOT resource specialist, any Project special provisions outlining materials management requirements for the Consultant
 - Develop any necessary mitigation plans, specifications, and cost estimate, as needed, for the FIR, FOR and Final AD plans
- **Field Inspection Review (FIR) Design**
 - The Consultant shall be responsible for the preliminary design related to the scope of work. It is anticipated that the following construction drawings will be prepared by the Consultant team for the FIR submittal:
 - Title Sheet
 - Standard Plans List

- Typical Sections
 - General Notes
 - Summary of Approximate Quantities
 - Tabulation of Quantities
 - Survey Control Diagram
 - Geometric Plan
 - Removal Plans
 - Roadway/Trail Plans & Profiles
 - Drainage Plans & Profiles
 - CDOT SWMP Template
 - SWMP Plans
 - Bridge Plans (Kiowa Creek crossing)
 - Structural plans (miscellaneous structures)
 - Utility Plans, Pothole Log, and Matrix
 - Signing Plans (including Wayfinding)
 - Lighting & Trail Amenities
 - Construction Phasing Plans
 - Trail Cross-Sections (including State Highway 79 areas for Segment 1 frontage)
 - Draft Project Specifications
- **Final Office Review (FOR) Design & Advertisement**
 - The Consultant shall be responsible for the final design for the scope of work. It is anticipated that the following construction drawings will be prepared by the Consultant team for the FOR submittal:
 - Title Sheet
 - Standard Plans List
 - Typical Sections
 - General Notes
 - Summary of Approximate Quantities
 - Tabulation of Quantities
 - Survey Control Diagram
 - Geometric Plan
 - Removal Plans
 - Roadway/Trail Plans & Profiles
 - Drainage Plans & Profiles
 - CDOT SWMP Template
 - SWMP Plans
 - Bridge Plans (Kiowa Creek crossing)
 - Structural plans (miscellaneous structures)
 - Landscape Mitigation/Revegetation Plans
 - Utility Plans, Pothole Log, and Matrix
 - Signage Plans (including Wayfinding)
 - Lighting & Trail Amenities
 - Construction Phasing Plans

- Trail Cross-Sections (including State Highway 79 areas for Segment 1 frontage)
 - Bid package and construction specifications. Note: a DBE goal will be required for construction.
 - The Consultant shall prepare a final Drainage Report for review with the FOR submittal. The Drainage Report shall identify CDOT, Town and County criteria that the project intends to meet (floodplain, cross drainage, ditches, trail spread width or inundation criteria as applicable, storm drains and culverts, stormwater ponds, etc.) from the Drainage Design Manuals.
 - The Geotechnical and Pavement Design Report, should be submitted and finalized prior to the FOR submittal.
 - All other Reports, Forms and Plans identified in the FIR should be finalized and submitted with the FOR packet, including all required CDOT Forms, the construction schedule and Project design for Advertisement.
 - The Consultant will be responsible for coordinating with the Town and CDOT on obtaining final Environmental, Right-of-Way and Utility Clearances.
- **Bidding Assistance**
 - This Task covers design services conducted during the bidding phase including, but not limited to, the following:
 - Supporting the Town during the bidding process by providing answers to Consultant inquiries and Requests for Information (RFI's)
 - Issuing addenda (if required) to clarify issues in the bid documents
 - Provide engineering and drafting services for design revisions required due to changes in construction due to encountered field conditions
- **Design Services During Construction**
 - This Task covers design services conducted during the construction phase including, but not limited to:
 - Attend pre-construction meeting
 - Review and approve all submittals and shop drawings
 - Respond to questions in the field that arise relative to the plans, details or special provisions
 - Respond to RFI's (Requests for Information)
 - Conduct periodic site inspections as requested
 - Attend project meetings when requested.
- **Key Project Deliverables**
 1. Project Management Deliverables
 - 1.1. Meeting Notices, Agendas, and Minutes

- 1.2. Monthly Progress Reports
- 1.3. Monthly Schedule Updates
- 2. NEPA Environmental Clearance Documents
 - 2.1. CatEx Summary Memo
 - 2.2. Air Quality Memo, as required
 - 2.3. Type III Noise Memo
 - 2.4. Initial Site Assessment
 - 2.5. Biological Resources Report
 - 2.6. Wetland Delineation Report
 - 2.7. Wetland Finding, as required
 - 2.8. Section 404 permitting documentation, as required
 - 2.9. SB 40 certification request documentation, as required
 - 2.10. T&E Species documentation for USFWS consultation, as required
 - 2.11. Cultural and Paleontological Resources Report
 - 2.12. Recreational, Section 4(f) and Section 6(f) Resources Memo
 - 2.13. Section 4(f) Official with Jurisdiction coordination letter(s), as required
 - 2.14. Environmental Justice Memo
 - 2.15. Visual Resources Scoping Questionnaire
 - 2.16. Farmlands documentation, as required
- 3. Right-of-Way Plans
- 4. Right-of-Way Clearance Documents
- 5. Utility Clearance Documents
 - 5.1. Electric Power Line Diagram
- 6. Geotechnical and Pavement Design Report (with LCCA if applicable)
- 7. Preliminary and Final PE Stamped Drainage Report
- 8. Storm Water Management Plan
- 9. Subsurface Utilities Engineering (SUE) Deliverables
 - 9.1. CADD utility reference file with QL-A and QL-B findings
 - 9.2. Test Hole Summary Report
 - 9.3. Existing Utility Summary Report
 - 9.4. Existing Utility Plan Set
- 10. Trail Crossing Safety Analysis Memorandum
 - 10.1. Identify trail/roadway crossing locations
 - 10.2. Analyze and make recommendations for immediate or future safety improvements (i.e. RRFB, HAWK signal, etc.) at crossing locations
- 11. FIR Plan set
 - 11.1. Engineer's Estimate
 - 11.2. Draft Specifications
- 12. FOR Plan set
 - 12.1. Engineer's Estimate
 - 12.2. Final Specifications
- 13. FINAL Advertisement (AD) Documents
 - 13.1. Final Plans
 - 13.2. Final Specifications

- 13.3. Final Engineer's Estimate
- 14. PE Stamped Record Sets of Plans & Specs
- 15. Construction Schedule (PDF Format)

This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Proposals ("RFP").

IV PROJECT SCHEDULE

This project is planned to be developed and delivered by segment.

Construction of Segment 1: 12/01/24

Construction of Segment 2: TBD – 2025

Construction of Segment 3: TBD – 2025

Anticipated milestones for the Project are as follows:

Scoping Meeting with stakeholders: 12/23

Negotiate and Finalize Contract (Notice to Proceed): 12/23

Milestone Deliveries for Segment 1:

ROW, NEPA, Utility Clearance Phase Start: 12/1/23

Segment 1 Design Phase Start: 1/1/24

Conceptual Design (Segments 2 and 3): 3/15/24

30% Design (Segment 1): 4/15/24

30% (FIR) Plan (Segment 1) Set Review: Per Consultant's final design schedule

90% Design (Segment 1): 6/31/24

90% (FOR) Plan (Segment 1) Set Review: Per Consultant's final design schedule

Final Accepted Design (Segment 1): 7/5/24

Advertisement (Segment 1 Construction): 7/15/24

Segments for 2 and 3 will have similar milestones, exact dates TBD. Some milestones shall happen concurrent with Segment 1.

RFP INSTRUCTIONS

I QUESTIONS ABOUT RFP

All technical inquiries regarding this RFP shall be made in writing to **Daymon Johnson – djohnson@bennett.co.us** by the date specified in the above project schedule. Non-technical inquiries may be directed to **Daymon Johnson – 303.644.3249 x1005**

II AMENDMENTS TO RFP

The Town reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be posted on the Town's website as soon as available and shall be the responsibility of the Proposer 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.

III CONTENTS OF PROPOSAL

The Proposal shall contain, at a minimum, the following information:

Limit the total length of the core Proposal to twenty-five (25) pages maximum, which does not include the Cover Letter, Proposal Forms, an index and/or table of contents, front and back covers, separation tabs, or any information explicitly requested for an Appendix. Consultant must use 11-point font or larger for Proposal Packet. Use of figures, photographs, or other graphics within the page constraints indicated is up to the discretion of the consultant. Up to two (2) 11"x17" pages may be included in the Proposal. Each 11"x17" page will be considered as one page. Proposal shall be formatted per the outlined below.

Proposal Sections

- Cover Letter
 - Statement of Project Team Qualifications
 - Key Project Consultant Team Members
 - Project Approach
 - Past Performance
 - Proposed Schedule to Complete the Project
 - Small Business Participation Plan Section. The Affidavit of Small Business Participation form must be included (even when the DBE goal is 0%). The Affidavit will show that the Proposer will meet the goal when the DBE goal is greater than 0% or may need to go through a Good Faith Effort Review.
1. Cover Letter & Accompanying Forms
 - i. Limit Cover Letter to two (2) pages. Cover Letter should be signed by an authorized representative of the company confirming the consultant's availability to accomplish this Project. Indicate a single point of contact, mailing address, telephone, and email address. Indicate unique features of the organization (of firms) and the members that makes the Team uniquely qualified to undertake this Project. Introduce your Team's

understanding of the Town's goals and the Project's concept, diverse stakeholder needs, and critical-path issues. Affirm compliance with insurance and indemnity requirements listed within the Sample Professional Services Agreement. Provided in the Special Terms & Conditions Section, please include completed forms for W-9 and Pre-Contract Certification in Compliance with C.R.S. Section 8-17-5-102(1)

2. Statement of Project Team Qualifications including:

- i. General firm information including length of time in business, predominate work locations for primary firm and subconsultants, and the percentage of total Project Team available locally
- ii. Describe each sub-consultant's qualifications and the percentage of work which will be assigned
- iii. A DBE goal will be required for the Project.
- iv. Firm-wide resources and capabilities pertinent to meet the Town's goal of completing a high quality Project within budget and preferably before the deadline of September 30, 2026 (refer back to Background Information in RFP regarding deadline). Introduce any proposed concepts to reduce the scope and accelerate time line for any portion of any Task described in Scope of Work Section. Overall compatibility with Town Staff and general approach to working with the Town of Bennett team and their project management style.

3. Describe the Key Project Consultant Team Members

Include Key Consultant Project Team members and their respective firms/companies, including subconsultants/ or optional DBE participation. Information should include:

- i. Identification of Project Manager -- the primary point of contact for the Town
- ii. Identify geographic locations for each key consultant team member. Highlight which team members are local and which reside/primarily work outside of the Denver metro area. If any key Personnel are out of state, please include information on the logistics of the arrangement and why their contribution to the Project is required (over local expertise) to meet the Town's goals regarding high quality delivery, schedule and budget
- iii. Provide an organizational chart and staffing plan. Identify on chart each key consultant team member. Information for each key team member should include their role, if prime/sub, and respective counterpart at the Town (refer to Exhibit B). Chart should match-up with "v. Work experience" below.

- iv. Discuss how each task will be coordinated, both internal to the Key Consultant Team and how coordination with the Town's Team, CDOT and stakeholders will be undertaken.
- v. Work experience of each key team member: Information should focus on education, certifications, experience, and successful completion of similar projects.
- vi. Indicate the ability to assign sufficient experienced personnel -- at all levels -- as needed to ensure manpower availability and capacity to meet the design/clearance schedule
- vii. Include a maximum 1-page resume for each key project personnel in the Appendix. (Included in twenty-five page maximum)

4. Project Approach

Address the elements of the Scope of Services contained within this RFP. Include the Team's approach to:

- i. The Project concept
- ii. Critical path issues
- iii. Successfully delivery of the Tasks
- iv. Stakeholder coordination
- v. Introduction to any additional issues, insights, strategies, capabilities, or perspectives your Team identifies. This section of the Proposal should also include an approach to your quality control program and a demonstrated familiarity with Federal, State and Local Agency guidelines and any value added by the firm's proposed approach and schedule.

5. Past Performance

Project descriptions and references from at least three (3) Projects with similar size, type, and scope, within last five (5) years.

- i. These example projects should demonstrate the experience of the consultant project team and describe how the projects were completed on time and within budget per the original schedule and budget; any discrepancies should be explained. This subsection should contain photographs or easy web links showing the project (if available). Include project names, locations, brief descriptions, respective consultant responsibilities and a client reference person for each past project accompanied by current contact information which the Town may reach out to. Please identify if work was undertaken as a consultant lead or in a sub-consultant role.

- ii. It is highly recommended Proposer state any CDOT local agency project experience and show understanding of the CDOT clearance process. State where the proposing firm and their proposed Sub-consultants have previously worked together, and if so, in what capacity.

6. Proposed Schedule to Complete the Project

Provide a Project timeline outlining the major tasks, phases, timeframes, and milestones necessary to complete the clearances, construction documents, authorizations and permits within approximately twelve (12) months, or sooner, from the Notice to Proceed.

7. Small Business Participation Plan

This contract is a federally assisted contract. The DBE program is applicable to FHWA-assisted contracts.

The DBE Advisory Contract Goal DBE Goal for this project specific contract is: 2%.

One page narrative for scoring purposes.

Include two-page Affidavit of Small Business Participation. The affidavit is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. Failure of the proposer to submit the affidavit will result in the Consultant being deemed non-responsive and ineligible for award.

The Proposer commits to the requirements for DBE participation. For additional information refer to <https://www.codot.gov/business/civilrights/compliance/prof-services/resources-forms>

Reference: *CDOT PROFESSIONAL SERVICES LOCAL AGENCY CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT REQUIREMENTS* attached to RFP.

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL

One (1) copy of the Proposal shall be submitted via email or hand delivery to:

Town of Bennett
Attn: **Daymon Johnson**
Town Hall
207 Muegge Way
Bennett, CO 80102-7806
Email: **djohnson@bennett.co.us**

Hand-delivered or emailed Proposals shall be submitted. Hand-delivered Proposals shall be submitted in a sealed envelope and clearly marked with the title of the RFP & RFP Number.

For emailed Proposals, include the RFP title in the subject line. **Please note that email responses are limited to a maximum of 25 MB capacity. It is the sole responsibility of the Proposer to ensure their Proposal is received before the Proposal deadline. The Town does not accept responsibility under any circumstance for delayed or failed email or mail submittals.**

Please note all Electronic Bids should also be submitted to the following link:

<https://app.smartsheet.com/b/form/efc2e7031002488a99b23c1734664982>

Proposals received after the Proposal deadline of Monday, November 6, 2023, 4:00PM MST, shall be considered non-responsive.

V MODIFICATIONS TO OR WITHDRAWAL OF PROPOSALS.

Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to the Proposal deadline.

Proposals may be withdrawn prior to Proposal deadline. Such requests must be made in writing on company letterhead. Proposals may not be withdrawn after the Proposal deadline for a period of ninety (90) calendar days. If a Proposal is withdrawn during this ninety-day period, the Town may, at its option, choose not to accept any Proposal from the Proposer for a six-month period following the withdrawal.

VI EVALUATION CRITERIA

Proposals shall be reviewed and evaluated by Town staff and/or consultants who may request additional information from Proposers or request interviews with one of more Proposers.

Proposals will be reviewed and evaluated on the qualification-based criteria listed below using a 100-point scale. The selection committee will review each firm's approach to ascertain their understanding of the Project and its issues. The committee will seek to ensure proper effort is devoted to the Project with focus on each firm's special perspective on approach, techniques, and work efforts. The selected consultant team shall submit/negotiate with the Town, a fee proposal to deliver the Scope of Work outlined in the RFP. The Town may request additional information from Proposers or request interviews with one or more Proposers.

NOTE: The team of key personnel presented in the proposal shall work on the Project until completion. Any substitute of personnel shall require the approval, in writing, of the Town. Personnel changes shall only be considered for valid reasons such as an employee leaving the firm, major illness, or accident. All work shall be performed under the direction and supervision, appropriate to the task, of a Colorado Licensed Professional Engineer. All survey related tasks shall be performed by or under the direct supervision of a Colorado Licensed Professional Surveyor.

Evaluation and selection will be based on the following criteria	Referenced Sections in Contents of Proposal	Max Points
1. Team Approach Criterion -- Does the proposal show an adequate understanding of the project, Town goals, timeline? -- includes firm capability, project concept, goals, coordination with diverse stakeholders, quality control & critical issues; overall compatibility with Town Staff and general approach to working with Town of Bennett team and project management style.	Cover Letter, primarily Section 2	30 points
2. Team Members Criterion -- Do individual Team members show adequate depth & breadth of work experience and availability to perform duties and meet schedule to facilitate the Team's approach?	Cover Letter, primarily Section 3	15 Points
3. Similar Work Experience Criterion -- Does the Team collectively have experience on similar projects and have experience in working with project stakeholders, including past record of performance?	Primarily Section 5, Section 3 - Work Experience	10 Points
4. Project Approach Criterion -- How does the Team/individual Team members approach the project? Do they understand it? How will the approach quality control, critical path items & the schedule? Are there concepts of delivery that afford quicker completion or do they have other standout concepts?	Cover Letter, primarily Section 4	30 Points
5. Proposed Schedule Criterion -- The Town is looking for a reasonable but expedited project delivery.	Section 6	15 Points

VII ANTICIPATED AWARD SCHEDULE

The following activities and dates are just a tentative outline of the process to be used by the Town.

- | | |
|-------------------|--|
| October 31, 2023 | Issue Request for Proposal |
| November 28, 2023 | Proposal Submittal Deadline |
| November 29, 2023 | Proposal Review and Scoring |
| November 30, 2023 | Notice of Intent to Award |
| December 12, 2023 | Board Meeting for Acceptance of Proposal |
| December 13, 2023 | Formal Award Notification |
| December 20, 2023 | Award Formal Contract |

TERMS AND CONDITIONS

- 1. Responses to RFP.** All Proposals shall become the property of the Town upon receipt and will not be returned to the Proposer. Selection or rejection will not affect this right. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total Proposal will be considered confidential/proprietary.
- 2. Rejection Rights.** The Town reserves the right to reject all Proposals and re-solicit if deemed by the Town to be in its best interests, and to abandon the Project and this RFP at any time for any or no reason. The Town is not obligated to accept the lowest cost proposed, is not obligated to accept any Proposal, and will make its determination based on the best interests of the Town. The Town reserves the right to determine, in its sole discretion, whether any Proposal meets the needs or purposes intended and is within the approved budget. The Town does not base its award on price alone. Also, to be considered are: quality of services; past experience with the Proposer; qualifications of the Proposer and/or subconsultants; services offered; equipment capability; maintenance considerations; long-range costs, delivery; and similar criteria.
- 3. Other Conditions; Reservation of Rights.** This is a solicitation and not an offer to contract. The provisions in this RFP and any procurement or purchasing policies or procedures of the Town are solely for the fiscal responsibility of the Town and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. The Town reserves the right to issue clarifications and other directives concerning this RFP, to make and issue modifications to the RFP schedule; to require clarification or further information with respect to any response or Proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any Proposer.
- 4. Proposer's Responsibilities.** Proposer shall make all investigations necessary to thoroughly inform themselves regarding the Project and are expected to examine the drawings, specifications, schedule of delivery, and all instructions. Failure to do so is at the risk of the Proposer.
- 5. Costs of Response Preparation and Other Charges.** Proposers are solely responsible for all costs of preparing their proposals and participation in this RFP, and the Town assumes no responsibility for payment of any expenses incurred by a Proposer as part of this process. For the selected firm, no reimbursement will be made by the Town for any costs incurred prior to full execution of a contract and issuance of written notice by the Town to commence Project services.
- 6. Agreement Required.** A written agreement will be required between the Town and the selected Proposer, which agreement will be in the form and substance required by the Town. A sample agreement is included with this RFP, but the Town reserves the right to modify the terms and conditions thereof. The agreement shall include insurance requirements for both general liability and errors and omissions.

7. **Taxes.** Proposers shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be made available to the selected Consultant.
8. **No Collusion.** The Proposer, by affixing its signature to this RFP, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Proposer also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Proposers are hereby placed on notice that any and all Proposers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
9. **Elimination from Consideration.** A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town. A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, for a minimum period of three years after this previous contract was terminated for cause.
10. **Equal Opportunity.** The Town intends and expects that the contracting processes of the Town and its vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subconsultants, vendors, or otherwise. Accordingly, the vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract.

SPECIAL TERMS AND CONDITIONS

COMPETENCY OF CONSULTANTS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES

REQUIRED: The Proposer must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Proposer to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Proposer, including past performance and experience with the Town) in making the award in the best interests of the Town.

QUALIFICATIONS OF CONSULTANT: The Town may make such investigations as deemed necessary to determine the ability of the Proposer to perform work, and the Proposer shall furnish all information and data for this purpose as the Town requests. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

ATTACHMENTS

The Following Attachments are for reference only:

1. Kiowa Bennett TIP Trail Conceptual Layout

SUBMISSION FORM

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett
ATTN: Purchasing
207 Muegge Way
Bennett, CO 80102

Attn: Daymon Johnson
Director of Capital Projects
RFP: 23-004

Does your proposal comply with all the terms and conditions? If no, indicate exceptions YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions YES / NO

The Town of Bennett must have on file a completed W-9 prior to doing business with Consultants. Please submit the attached form with your Proposal.

SUBSTITUTE FORM W-9
REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION
(A copy of the W-9 instructions is available upon request)

Vendor# _____

1 NAME OF FIRM:

NAME (Legal Name)

BUSINESS NAME (If different from above e.g. DBA)

2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED
(if different from above):

NAME (As it appears on invoice)

ADDRESS

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

(If more than one remit to address, please attach on additional page.)

STREET ADDRESS

CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125
By mail Town of Bennett
ATTN: Danette Ruvalcaba
207 Muegge Way
Bennett, CO 80102

TAXPAYER IDENTIFICATION NUMBER (TIN)

SAMPLE AGREEMENT

INDEPENDENT CONSULTANT AGREEMENT BY AND BETWEEN THE TOWN OF BENNETT AND _____

1.0 PARTIES

The parties to this Agreement are the **Town of Bennett**, a Colorado municipal corporation, hereinafter referred to as the "Town," and _____ **[Consultant name]**____, a Colorado _____ **[Consultant business entity]**____, hereinafter referred to as the "Consultant."

2.0 RECITALS AND PURPOSE

The Town desires to engage the Consultant for the purpose of providing services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").

The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. The Consultant shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other Consultants to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

The Town shall pay the Consultant for Services under this agreement a total not to exceed the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses which are deemed necessary for performance of the services and which are pre-approved by the Town Administrator. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

The Consultant shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding

month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Consultant shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one and one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

The Town designates _____ [staff member]_, _____ [staff title]_, as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by said Town staff and such person's designees.

The Consultant designates _____ [Consultant's project manager's name]_ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall be _____ [start date]_, 20__ to _____ [end date]_, unless the Agreement is sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Bennett Board of Trustees, in its sole discretion.

7.0 INSURANCE

The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Bennett, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Bennett, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the Town of Bennett under this contract.
- 7.1.4 If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act,

§ 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subconsultant of the Consultant, or any officer, employee, or agent of the Consultant or any subconsultant, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the Town or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONSULTANT

The parties agree that the Consultant is an independent Consultant and not an employee of the Town and any persons employed by Consultant for the performance of work hereunder shall be independent Consultants and not agents of the Town. Consultant shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Town the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the Town as to end results of the work only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not pay a salary or hourly rate, instead of a fixed or contract rate. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

AS AN INDEPENDENT CONSULTANT, CONSULTANT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONSULTANT NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONSULTANT OR SOME OTHER ENTITY. THE CONSULTANT IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.

11.0 ASSIGNMENT

Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Adams County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "Town of Bennett Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to the Town prior to Consultant's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Bennett
 Attn: Town Administrator
 207 Muegge Way
 Bennett, CO 80102
 Telephone: (303) 644-3249
 Fax: (303) 644-4125

If to the Consultant:

__ [Consultant name] _____
 __ [Contact person] _____
 __ [address] _____
 __ [city, state, zip] _____
 Telephone: _____
 Fax: _____

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF BENNETT
A Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
Town Clerk

CONSULTANT:

By: _____
Title: _____
Date: _____

Exhibit A – Scope of Services and Price Information

[See Following Page(s)]

Exhibit B

**Town of Bennett Public Services Contract Addendum
Prohibition Against Employing Illegal Aliens**

Prohibition Against Employing Illegal Aliens. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Consultant will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Consultant is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Consultant obtains actual knowledge that a subconsultant performing work under this contract for services knowingly employs or contracts with an illegal alien, Consultant shall:

- a. Notify the subconsultant and the Town within three days that the Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this paragraph the subconsultant does not stop

My commission expires: _____

(SEAL)

Notary Public