



June 22, 2020

Colorado Department of Transportation
2829 W. Howard Pl.
Denver, CO 80204

Re: I-70/SH 79 EB Off Ramp Improvements – Project No. STU 0704-248 (23180),
Bennett, Colorado 80102 (the “Project”)

To Whom It May Concern:

The undersigned serves as Town Attorney to the Town of Bennett, Colorado (the “Town”) and this letter is being issued in connection with the Intergovernmental Agreement between the Town and CDOT regarding the above-referenced Project (the “IGA”).

This is to advise that, in our capacity as Town Attorney, we have reviewed such documents, laws, records, and papers available to us and made such other investigations as in our judgment we have deemed necessary or appropriate to enable us to render the opinion expressed below. Based on such review and investigation, it is our opinion that the Request for Proposals and Consultant Selection Process for the Project is in conformance with federal and State laws. Furthermore, the Town will use Attachment I to the IGA as procedural guidance for procuring professional consultant services consistent with pertinent federal and state laws.

Please contact me if you have any questions about the above.

Sincerely,

KELLY PC

/s/ Melinda A. Culley

Melinda A. Culley, Vice President

REQUEST FOR PROPOSALS

Cover Sheet



RFP Title: State Highway 79 (SH 79) & I-70 Ramp Improvements

Date of RFP Issuance: July 6, 2020

Project Number: RFP 20-011

Proposals Due: Wednesday September 16, 2020 4:00 p.m. MST

Submit Proposals to:

Daymon Johnson, Public Works Director
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

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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.

PROPOSAL SUBMISSION FORM

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: _____

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

**Town of Bennett
207 Muegge Way
Bennett, CO 80102**

**Attn: Daymon Johnson
Public Works Director
RFP: 20-011 State Highway 79 & I-70 Ramp Improvements**

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

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

State DBE Goal percentage offered (but not required) _____ %

PROJECT BACKGROUND AND SPECIFICATIONS

BACKGROUND & PROJECT DESCRIPTION

The Town of Bennett ('Town') is requesting written Proposals from qualified consultants to provide preliminary and final design engineering services for the SH 79 & I-70 Ramp Improvements Project ('Project').

The goal of the design is to alleviate ongoing operational and safety concerns associated with backups on the eastbound I-70 off-ramp. Proposed solutions may include 1.) relocating the existing I-70 eastbound off-ramp to allow for efficient tractor-trailer tracking; 2.) widening out the interchange footprint; 3.) signaling the eastbound off-ramp and 4.) restriping lanes on top of the bridge (Exhibit A – Potential Conceptual Improvements).

The Project is federally funded with local match contributions from the Town, Adams & Arapahoe Counties ('County' or 'Counties') and the Colorado Department of Transportation ('CDOT'). Grant funds are tied to starting all pre-construction phases in federal fiscal year (FY) 2020 and commencing construction as soon as possible in FY2021.

Given the immediacy of the Town's goal for solutions to current operational and safety issues, coupled with the urgency to meet grant deadlines, it is imperative that prospective Proposals focus on developing an efficient schedule of high quality, thoroughly-developed tasks for the design and clearance processes outlined in the Scope of Work. Critical path items include but are not limited to 1.) timely evaluation of right-of-way; 2.) traffic impact study to determine solutions; and 2.) early acquisition of signal equipment. Prospective consultants are encouraged to discuss approaches to these and other critical path elements that may impact the Town's goals and grant deadlines.

The Town will manage the Project with CDOT providing federal oversight. Additional coordination is anticipated with Adams and Arapahoe Counties. Work must conform to all applicable CDOT, Town, and the Counties' standards and specifications. The selected Consultant should anticipate that a design which affects an agency will have to be accepted by that agency prior to its acceptance by the Town and CDOT.

ELEMENTS OF THE SCOPE OF WORK SERVICES

The Consultant's Proposal shall be based on the major tasks shown below and shall identify any other tasks deemed crucial to the successful completion of the Project. The task list below is not an all-inclusive list or contain detailed scope elements. Consultants are encouraged to identify, define, and address tasks related to the design and general Scope of Work that will provide value and contribute to the successful completion of the Project.

Task 1 - Project Management

1. 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 may include, but is not limited to, the following elements:

- 1.1. Manage and coordinate work efforts of the Consultant Team
 - 1.2. Coordinate Project Tasks with the Town's Project Manager, other Town personnel, CDOT and other Project Team members as required (Exhibit B – List of Key Project Team Members)
 - 1.3. Review sub invoices; prepare and submit monthly invoices and progress reports
 - 1.4. Develop and maintain Project schedule; update monthly and include monthly invoice
 - 1.5. Assist Town with items identified as a local agency responsibility on CDOT Form 1243 (Local Agency Contract Administration Checklist) developed for this Project (Exhibit C – Form 1243)
2. *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 may include, but not limited to:
- 2.1. Project Kickoff meeting
 - 2.2. Regular monthly progress meetings with Town
 - 2.3. Identify required meetings with CDOT per the Tasks outlined in this Scope of Work

Task 2 – Data Development

1. *Surveying*
- Consultant shall be responsible for performing a design-level topographic survey of the Project limits. The scope of work for surveying activities may include:
- 1.1. Perform surveys related to the horizontal and vertical alignment of the Project
 - 1.2. Perform GPS control survey
 - 1.3. Perform topographic surveys
 - 1.4. Perform cross section surveys
 - 1.5. ROW support for design
 - 1.6. Perform utility surveys (including potholing)
 - 1.7. Perform wetland survey
 - 1.8. Prepare project control diagram
2. *Traffic Counts*
- Updated traffic counts are required for Project. Refer to subsection on Traffic Impact Study for further information.
3. *Right-of-Way and Ownership Research*
- The Town anticipates the Project's limits are within the right-of-way footprint of the

interchange. 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 as applicable, prepare an Ownership Map showing owner of record, site, address, and Assessor's parcel number.

4. *Geotechnical Investigation and Pavement 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 and aerial photographs.

The Consultant shall perform all soil sampling and analysis and this work will include, but not limited to:

- Bore or drill logs
- Water table
- Pavement cores
- Soil classification
- Soil resistivity tests
- Signal foundation design
- Pavement design using AASHTOW or Pavement ME Design

Life Cycle Cost Analysis, if applicable. Consultant shall prepare a Report to summarize the site exploration data, laboratory test results, observations, pavement design, and provide conclusions and recommendations. Consultant shall have proper traffic control on site at the time of coring/boring. The field work and report preparation will be supervised by a registered Professional Engineer.

Task 3 – Subsurface Utility Engineering (SUE) & Utility Coordination

1. *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 do not need to be depicted.

2. *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.

3. *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.

Task 4 – Right-of-Way (ROW)

The Town anticipates the Project's limits are within the right-of-way footprint of the interchange. However, the Consultant is required to perform their 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 ROW limits. Particular attention should be focused on the southeast corner of the interchange where ROW appears to be the most restricted. Attention to the southeast corner is emphasized regarding ROW due to the Project proposing to relocate the I-70 eastbound off-ramp with the preference to properly align it with the I-70 eastbound on-ramp.

If it is determined during preliminary design that ROW impacts are unavoidable, 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.

If ROW impacts are unavoidable and the Project only requires temporary easements (i.e., no permanent easements or ROW takes required), the CDOT ROWPR process is not required. 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.

Conceptually the Project proposes to signalize and modify the top of the eastbound off-ramp and on-ramp connections to SH 79 and not realign said ramp at I-70. If the Project triggers modifications to I-70's Access Control Line (ACL), a Request to modify the ACL will be required to accommodate the interchange modification. The ROW plan shall depict any proposed modifications to the ACL.

Request to modify the access control line to accommodate the interchange modification. A ROW plan depicting the proposed modification should be included

Task 5 – Traffic Analysis

The Consultant shall review the most recent traffic studies available (Exhibit D – Excerpts from the *'I-70 System Level Study Existing Conditions Report'*) and prepare a Traffic Impact Study (TIS) with recommended traffic improvements for the Project. As introduced in the background Section of this RFP, the proposed solutions may include: 1.) relocating the existing I-70 eastbound off-ramp to allow for efficient tractor-trailer tracking; 2.) widening out the interchange footprint; 3.) signalizing the eastbound off-ramp to reduce queuing occurring on the off-ramp and 4.) re-striping lanes on top of the bridge. The Consultant should evaluate these and other options to identify necessary improvements that meet the

Town's goal of streamlining the process. The consultant shall confer with the Town and CDOT as early as possible in the Project regarding required traffic counts and the timing of counts (typically when school is in session). Minimum Project recommendations should evaluate the proposed solutions and may include but are not limited to lane geometry, any necessary traffic data required for signal phasing and timing and a signal warrant analysis for the southbound SH 79 and I-70 eastbound off-ramp intersection. The TIS should also accommodate any additional traffic requirements related to Task 7 – MIMR.

NOTE: *The draft TIS should be submitted prior to or with the FIR submittal and finalized as soon as possible after the FIR Review Meeting. The TIS' recommendations shall be implemented into the Project design.*

Task 6 – 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, anticipated to be a Categorical Exclusion (Cat Ex) Determination. The Consultant will 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 may include, but not limited to:

1. Evaluation of natural environment including but not limited to right-of-way, water quality, water resources, vegetation (i.e., noxious weeds, wildlife, special species status, etc.)
2. Identify any environmental mitigation identified for environmental resources affected by design/construction
3. Perform all activities necessary to obtain all environmental clearances and permits
4. Develop any Project special provisions outlining materials management requirements for the Contractor
5. Develop any necessary mitigation plans, specifications, and cost estimate, as needed, for the FIR, FOR and Final AD plans
6. Determine, if any, appropriate environmental pay items to include in the construction documents

[Exhibit D](#) – See excerpts from the '[I-70 System Level Study Existing Conditions Report](#)', provides a high-level summary of existing natural and environmental resources.

Task 7 – Minor Interchange Modification Request (MIMR)

A MIMR is required for Federal Highway Administration (FHWA) concurrence the Project has no adverse impact to the operations or safety of the Interstate. The consultant shall develop a MIMR Memorandum Packet that includes, but not limited to, the following information:

1. A formal Request for Concurrence there will be no adverse impact to the mainline or adjacent interchanges
2. An introduction that describes the Project and its need
3. Site location, including description or map that includes the adjacent interchanges
4. Operational analysis showing no adverse impact to the Interstate system

The MIMR packet should be developed as a stand-alone document clearly written for an audience unfamiliar with the Project or the Project area. All materials are required to be included in the primary document or as appendices (references to external documentation will not be accepted). Final MIMR packet is required prior to advertisement for construction.

As early as possible, the Consultant will identify the appropriate level of analysis and documentation required in coordination with the Town, CDOT and FHWA.

Task 8 – 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/Ramp Plans & Profiles
- Drainage Plans & Profiles
- CDOT SWMP Template
- SWMP Plans
- Utility Plans, Pothole Log, and Matrix
- Traffic Signal Plans
- Signing & Striping Plans
- Construction Phasing Plans
- Roadway Cross-Sections
- Draft Project Specifications

Prior to the FIR Submittal, the Consultant shall prepare and submit to the Town and CDOT for review:

1. Preliminary drainage report
2. Stormwater Management Plan
3. A fiberoptic connection plan is required for the proposed new signal.
4. An electrical powerline diagram from the power source to the service meter.
5. Geotechnical and pavement design report (with LCCA, if applicable)
6. *Traffic Impact Study

7. **Draft MIMR
8. CDOT Form 463
9. CDOT Form 859
10. Construction Schedule PDF format

*After the FIR, the final TIS is required as soon as possible for inclusion of its recommendations in the FOR plan set.

**Final MIMR packet due prior to advertisement for construction.

Task 9 – 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/ramp Plans & Profiles
- Drainage Plans & Profiles
- CDOT SWMP Template
- SWMP Plans
- Utility Plans, Pothole Log, and Matrix
- Traffic Signal Plans
- Signing & Striping Plans
- Construction Phasing Plans
- Roadway/Ramp Cross-Sections
- Fiberoptic Connection Plan for proposed new signal
- Electrical Power Line Diagram
- 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 and Bennett criteria that the project intends to meet (cross drainage, spread width, storm drains, 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 CDOT Form 463, CDOT Form 859, the construction schedule and Project design for Advertisement. The Consultant will be responsible for coordinating with the Town and CDOT on obtaining final Environmental, any Right-of-Way and Utility Clearances.

Task 10 –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 Contractor inquiries
- 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 of field conditions

Task 11 –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 (Request for Information)
- Conduct periodic site inspections as requested
- Attend project meetings when requested. Participate in Substantial Completion walk-through

MISCELLANEOUS REQUIREMENTS

- Electronic files shall be transmitted to the Town upon completion of the Project. All design CAD files shall be provided to the Town in AutoCAD format (.DWG), and Portable Document Format (PDF) upon Project completion.
- Plan packages shall be submitted in accordance with CDOT's final PS&E check list
- The Consultant will be required to develop design documents that are consistent with CDOT's requirements for FIR, FOR, AD, ROWPR (if needed), and the MIMR.

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 Cat Ex and related Environmental Clearance Documents
3. Right-of-Way Plans (if needed)
4. Right-of-Way and Utility Clearance Documents
 - 4.1. Electric Power Line Diagram
 - 4.2. Fiberoptic Connection Plan
5. Geotechnical and Pavement Design Report (with LCCA if applicable)

6. Preliminary and Final PE Stamped Drainage Report
7. Storm Water Management Plan
8. Subsurface Utilities Engineering (SUE) Deliverables
 - 8.1. CADD utility reference file with QL-A and QL-B findings
 - 8.2. Test Hole Summary Report
 - 8.3. Existing Utility Summary Report
 - 8.4. Existing Utility Plan Set
9. Traffic Impact Study
10. MIMR
11. FIR Plans & Estimate
12. FOR Plans, Specs, and Estimate
13. FINAL Advertisement (AD) Plans, Specs, and 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").

SCOPE OF WORK EXHIBITS

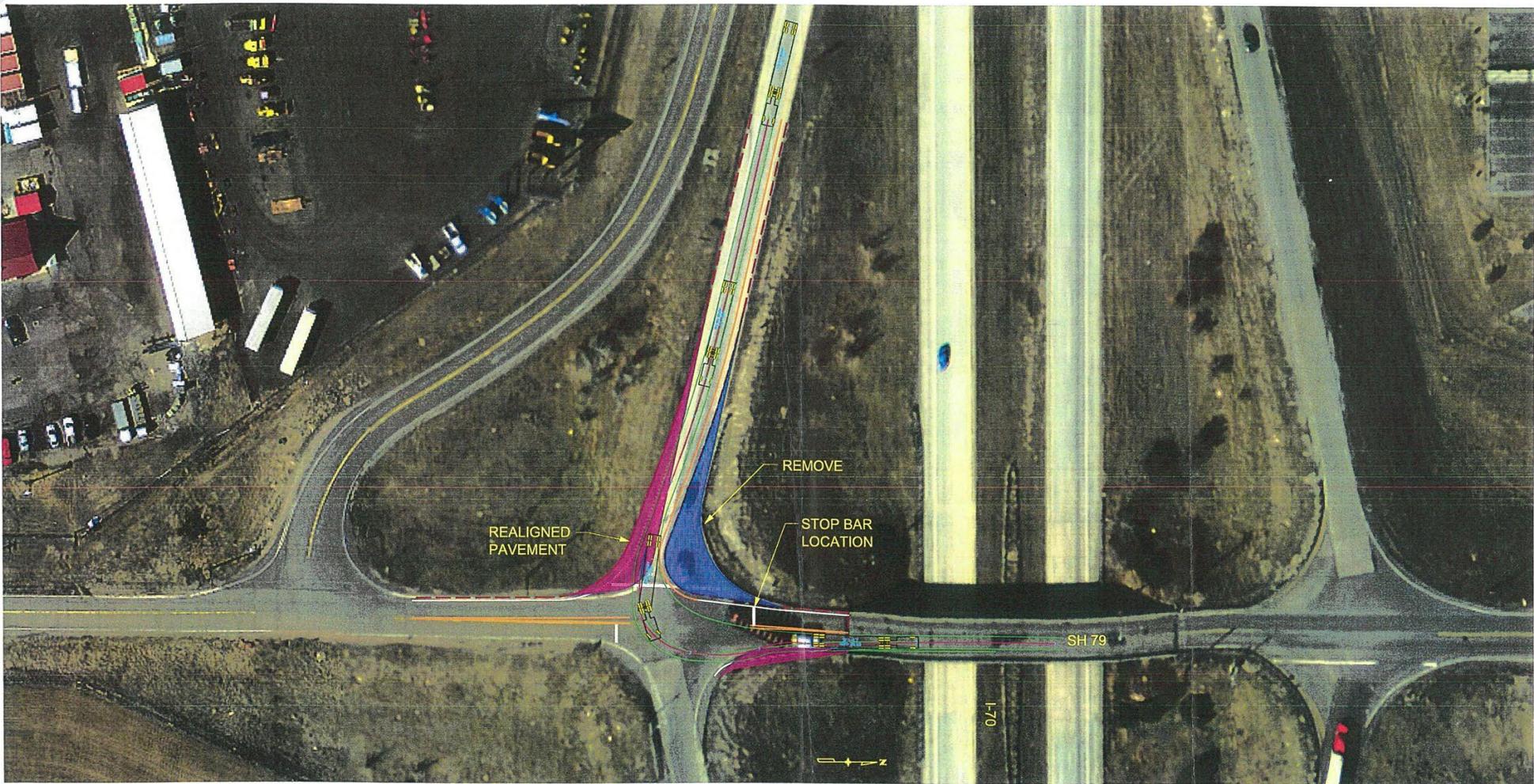
Exhibit A – Conceptual Layout of Proposed Improvements

Exhibit B – Town, CDOT and County Project Team Members

Exhibit C – Form 1243

Exhibit D – Excerpts from the '*I-70 System Level Study Existing Conditions Report*' (Report) for NEPA and traffic

Exhibit A – Conceptual Layout of Proposed Improvements



BENNETT CROSSING - I-70 MITIGATION CONCEPT

Exhibit A – Conceptual Layout of Proposed Improvements

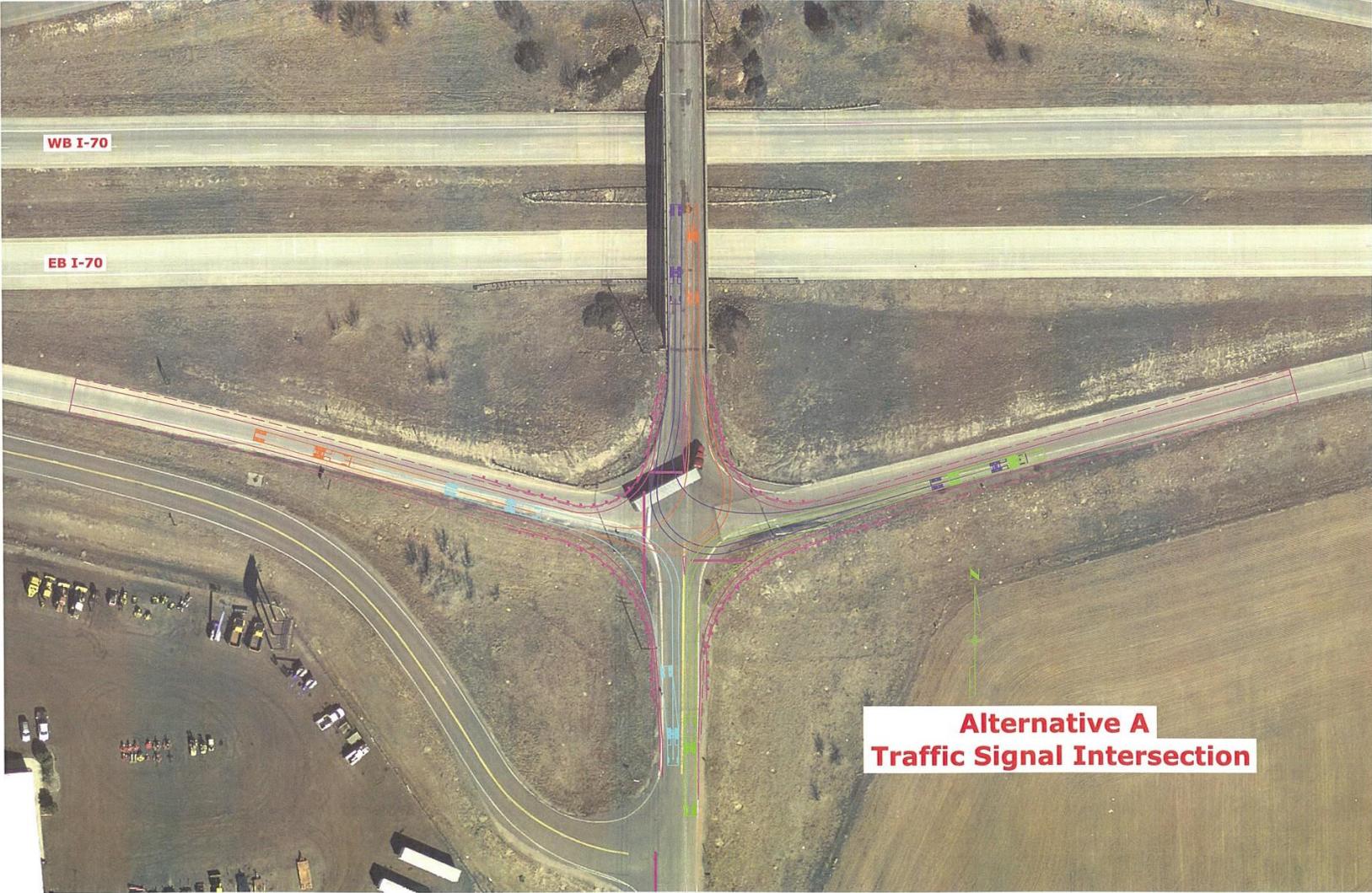


Exhibit B – Town, CDOT and County Project Team Members

Discipline	Bennett	CDOT	Adams County	Arapahoe County	Future Consultant Team
Project Manager	Daymon Johnson	Kurt Kionka	N/A	N/A	TBD
Assist Project Manager	Robin Price	Caroline Johnson	Chris Chovan	Cathleen Valencia	TBD
Contract Specialist	TBD	TBD	TBD	TBD	TBD
Inspector	TBD	TBD	N/A	TBD	TBD
Design Review (including ROW, NEPA, other clearances)	TBD	TBD	TBD	TBD	TBD
Traffic Engineering	TBD	TBD	TBD	TBD	TBD
Water Resource Engineering	TBD	TBD	TBD	TBD	TBD
Permitting Specialist	TBD	TBD	N/A	TBD	TBD

Exhibit C – Form 1243

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

The following checklist has been developed to ensure that all required aspects of a project approved for Federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for Federal funding in the Statewide Transportation Improvement Program, the Colorado Department of Transportation (CDOT) Project Manager, Local Agency Project Manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual agreement between the Local Agency and CDOT. The CDOT Agreements Unit will not process a Local Agency agreement without this completed checklist. It will be reviewed at the Final Office Review meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No. 0704-248	STIP No.	Project Code 23180	Region 1
Project Location I-70/SH-79 Interchange			Date 6/10/2019
Project Description I-70/SH-79: EB Off-ramp Improvement			
Local Agency Bennett		Local Agency Project Manager Mike Rocha	
CDOT Resident Engineer Kurt Kionka		CDOT Project Manager Caroline Lewiecki	
<p>INSTRUCTIONS: This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i>.</p> <p>The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.</p> <p>Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.</p> <p>The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.</p> <p>Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.</p>			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consistent with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	X	
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)	X	X
5.3	Conduct Consultant Selection/Execute Consultant Agreement <ul style="list-style-type: none"> • Project Development • Construction Contract Administration (including Fabrication Inspection Services) 	X	#
		X	#
5.4	Conduct Design Scoping Review Meeting	X	X
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	X
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	#
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	#
5.9	Obtain Utility and Railroad Agreements	X	
5.10	Conduct Final Office Review (FOR)	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
5.11	Justify Force Account Work by the Local Agency	X	
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	#
5.13	Document Design Exceptions - CDOT Form 464	X	#
5.14	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist).		
6.2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Kurt Kionka _____ 6/10/2019 _____ CDOT Resident Engineer (Signature on File) Date		X
6.3	Set On-the-Job Training Goals (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances		X
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	X	X
ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	#
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals		X
	Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	#
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	#
8.2	Project Safety	X	X
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B) • Fabrication Inspection Notifications	X	
	Pre-survey • Construction staking • Monumentation	X X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)	N/A	N/A
	Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
	HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." _____ Phone number _____ Local Agency Professional Engineer or CDOT Resident Engineer	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
	Fabrication Inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	X	
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) Provide the name and phone number of the person authorized for this task. _____ Phone number _____ Local Agency Representative	X	
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
8.12	Prepare and Authorize Change Orders	X	#
8.13	Submit Change Order Package to CDOT	X	
8.14	Prepare Local Agency Reimbursement Requests	X	
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Kurt Kionka 303-398-6738 CDOT Resident Engineer Phone number		X
8.19	Ongoing Oversight of DBE Participation	X	
MATERIALS			
9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	X	X
9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	X X	X
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	X X X	
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input checked="" type="checkbox"/> • Generate IAT schedule • Schedule and provide notification • Conduct IAT	X X	X

Exhibit D – Excerpts from the '*I-70 System Level Study Existing Conditions Report*' (Report) for NEPA and traffic

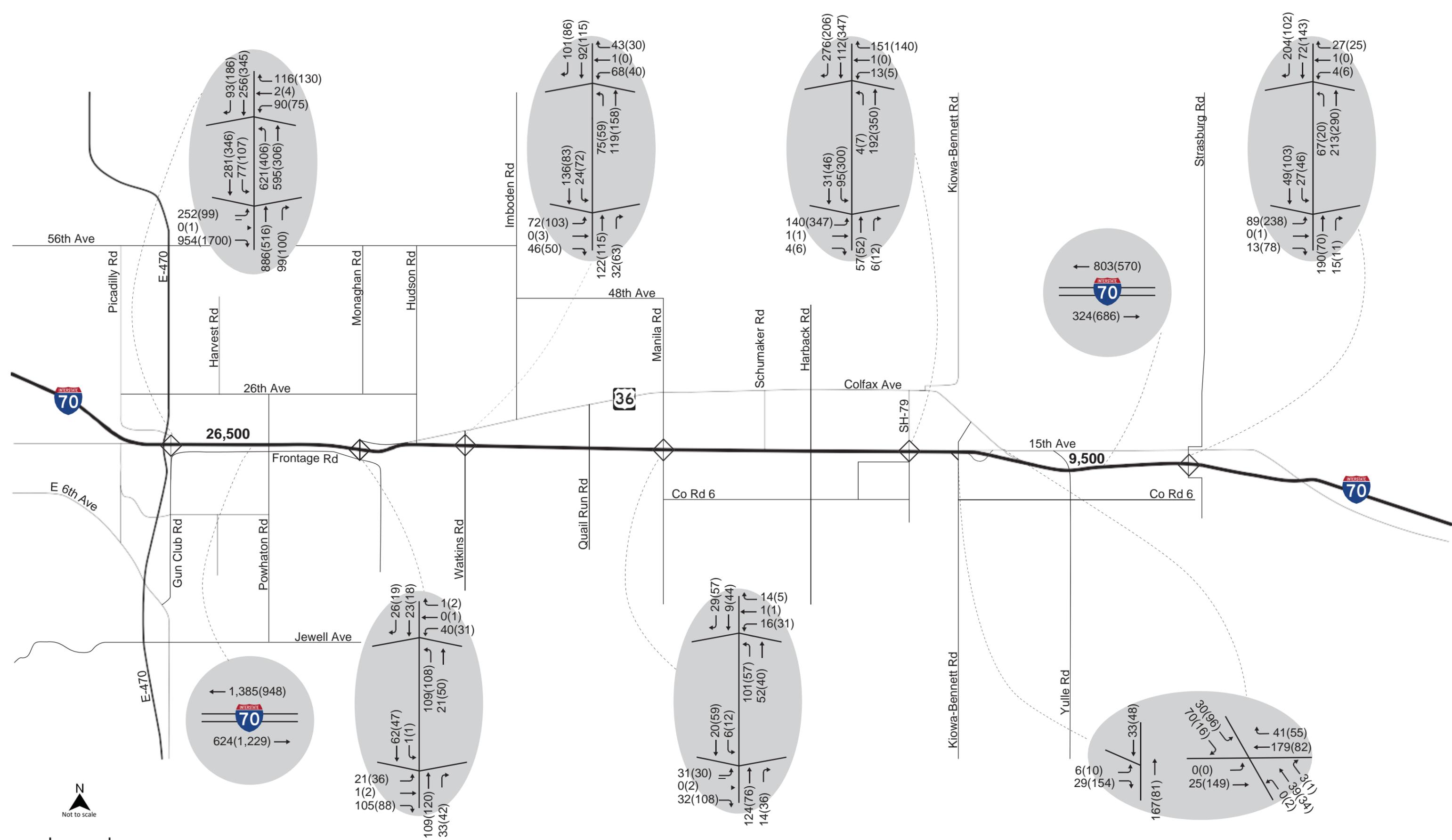


Figure 15. Existing (2019) Traffic Volumes I-70 System Level Study: Existing Conditions

Exit 304: Bennett/SH 79

Land Use

The land use within the study area is agricultural except for commercial areas in the northwest, northeast, and southwest corners of the intersection, as shown in **Figure 28**.

Parks and Recreational Resources

This interchange location is within the boundaries of both Adams County (north of I-70) and Arapahoe County (south of I-70). Exit 302 is also due south of the town of Bennett, although not within the town limits. No parks, open space, trails, or other public recreational spaces were identified within the parks and recreation study area at the milepost.

Hazardous Materials

There are no high-risk potential facilities at this interchange location.

Historic Resources

A review of the COMPASS database maintained by the OAHP did not reveal any previously evaluated NRHP-eligible resource in the study area for this interchange. A review of Adams County and Arapahoe County assessor records, OTIS, topographic maps, and aerial photographs revealed one potentially historic resource in the study area for this interchange.

- The parcel to the southwest of the interchange contains at least one building constructed in 1967.
- SH 79 was determined to not have NRHP significance as part of CDOT's Colorado Historic Highway Inventory, completed in 2016.

Waters of the United States, including Wetlands

Potential WUS and other riparian resources were not identified in the study area (USFWS, 2018a; USGS, 1978b; Google Earth Pro, 2019). However, Kiowa Creek and its associated riparian area are located approximately 0.30 to 0.50-mile east and southeast of the study area and numerous wetlands are mapped southwest of the study area and are likely associated with agriculture (USFWS, 2018a).

Floodways and Floodplains

No 100-year floodplains or regulatory floodways were identified in the study area. The closest 100-year floodplain to the study area was identified approximately 0.3-mile east of the study area along Kiowa Creek, and the closest regulatory floodway to the study area was identified approximately 5.0-miles east of the study area along an Unnamed Tributary to Comanche Creek (FEMA, 2019).

Sensitive Species

Federally Protected Species

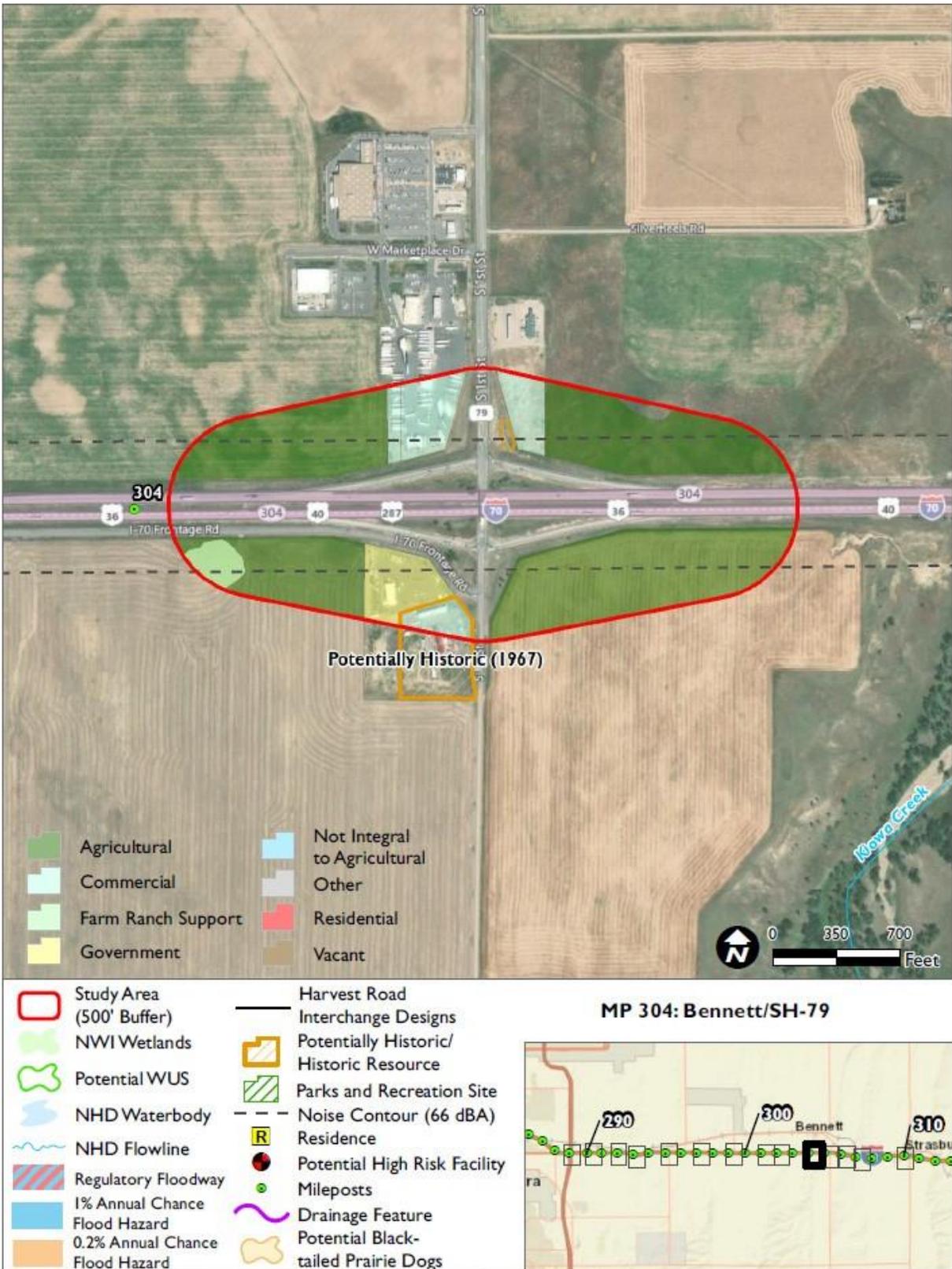
Assuming no wetlands are located in the study area, then the study area does not provide suitable habitat for Ute-ladies'-tresses orchid.

State Listed and Special-Concern Species

Black-tailed prairie dog burrows were noted near the interchange and provide suitable habitat for Burrowing Owls. Therefore, Burrowing Owls have the potential to occur in or near the study area.

Additionally, grasses, shrubs, trees, and/or structures within and surrounding the study area provide suitable foraging and/or nesting habitat for raptors and other migratory birds. Suitable habitat is specifically associated with the riparian area of Kiowa Creek (approximately 0.30-mile to 0.50-mile east and southeast of the study area).

Figure 28. Exit 304: Bennett/SH 79



RFP INSTRUCTIONS

I QUESTIONS ABOUT RFP

All inquiries, whether technical, non-technical or process-oriented, regarding this RFP shall be made in writing (with email considered acceptable for "in writing") to Daymon Johnson, Public Works Director, djohnson@bennett.co.us no later than five (5) days before Proposals are due.

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 it 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

Limit the total length of the core Proposal to ten (10) 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 outline below.

1. Cover Letter ([Page 3 of RFP](#)) & Accompanying Forms ([In Special Terms & Conditions Section](#))

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 subcontractors, and the percentage of total Project Team available locally
- ii. Describe each subconsultant's qualifications and the percentage of work which will be assigned
- iii. A DBE goal is not required for the Project; however, the Town encourages the Consultant to meaningfully involve DBE(s) in the pre-construction phases of 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, 2021 ([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 subcontractors/ 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

4. Project Approach

Address the elements of the Scope of Services contained within this RFP. Include the Team's approach to 1.) the Project concept; 2.) critical path issues; 3.) successfully deliver the Tasks; 4.) stakeholder coordination; and 5.) 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. 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 subconsultant role.

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 subconsultants 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 and MIMR within approximately twelve (12) months, or sooner, from the Notice to Proceed.

7. Completed Sample W-9 (form attached)

8. List any requested deviations from the attached Sample Agreement

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL

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

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

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

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.

Proposals received after the Proposal deadline 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 PROCESS

Proposals shall 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.

Final evaluation and selection will be based on the following Criteria	Referenced Sections in CONTENTS OF PROPOSAL	Max Points
1. "Team Approach Criterion" -- Does 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 the 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 breath, 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, 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 do they approach quality control, critical path items and the schedule? Any standout concepts?	Cover Letter, primarily Section 4	30 points
5. "Proposed Schedule Criterion" -- The Town is looking for a reasonable, but accelerated project delivery.	Section 6	15 points

VII ANTICIPATED SCHEDULE

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

August 19, 2020	Issue Request for Proposals
August 28, 2020	Question Submittal Deadline
September 2, 2020	Responses to Submitted Questions
September 16, 2020	Proposal Submittal Deadline
September 17, 2020 to September 25, 2020	Town's Review Period for Proposals
Week of September 21 st to September 25 th	Consultant Interviews (if deemed necessary)
September 28, 2020	Award Notification
September 30, 2020	Award Contract
October 1, 2020	Kick-off Meeting

On or before October 1, 2021

Issue Request for Proposals for Construction

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 any Proposal and will make its determination based on the best interests of the Town.
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, state or federal government, 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 subcontractors, 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 CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Proposer's facility may be made prior to award of contract. Responses will only be considered from Proposer which have been engaged in the business of performing services as described in this RFP for a minimum period of five (5) years prior to the date of this RFP. 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 CONTRACTOR: 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. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior

to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. 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. Conditional bids will not be accepted.

NON-APPROPRIATION: Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Town shall give the Proposer or written notice of such non-appropriation.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Proposer(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Proposer (s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

JOINT VENTURES ARE ENCOURAGED. The Proposer shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Proposer shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

DBE involvement is encouraged but not required for the pre-construction phases of the Project. A DBE goal will be required for the construction phase.

SUBSTITUTE FORM W-9

Vendor#

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

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

(A copy of the W-9 instructions is available upon request)

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)

Social Security Number OR

Federal Identification Number

_____-_____-_____
_____-_____-_____

Name of Business Owner (please print) _____

Check Appropriate Box:

Corporation

Partnership

Government

Individual/Sole Prop

Non-Profit Organization

Other

(Must explain)

CERTIFICATION

Under penalties of perjury, I certify that:

The number shown on this form is my correct Tax
Identification Number, and

I am not subject to backup withholding.

I am a US person (including a US resident alien)

Signature _____ Date__

Print Name____

Telephone Number _____)

**NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF
BENNETT UNTIL YOUR TAXPAYER ID NUMBER IS ON FILE IN THIS
OFFICE!**

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

Merchandise Only

Services

Attorney

Employee expense reimbursement

Contract Labor

Non Attorney

Garnishment / Child Support

Other (Explain)

Damage awards & other reimb

Sale of Land

Approved:

Town Administrator

Date

SAMPLE AGREEMENT

INDEPENDENT CONTRACTOR 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 _____ [contractor name] _____, a Colorado _____ [contractor business entity]_, hereinafter referred to as the "Contractor."

2.0 RECITALS AND PURPOSE

- a) The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").
- b) The Contractor represents that it has the special expertise, qualifications, and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services and incorporated herein by reference. The Contractor 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 Contractor 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 contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- a) The Town shall pay the Contractor 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 Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefore 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.
- b) The Contractor 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 Contractor 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

- a) The Town designates _____ [staff member]_, _____ [staff title]_, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees.
- b) The Contractor designates _____ [Contractor'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 Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor 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 Contractor'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

- a) The Contractor 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 Contractor 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 written on an Insurance Services Office occurrence form, covering premises operation, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence; ONE MILLION DOLLARS (\$1,000,000) aggregate; ONE MILLION

(\$1,000,000) products and completed operations aggregate; and FIFTY THOUSAND (\$50,000) any one fire.

- 7.1.3 Comprehensive Automobile Liability insurance with minimum limits of not less than ONE MILLION DOLLARS (\$1,000,000) each accident combined single limit, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor'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 Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor 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.
- 7.1.5 Liability insurance covering all loss of confidential information, such as PII, PHI, PCI, Tax Information, CII and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.1.6 Crime insurance including employee dishonesty coverage with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Contractor'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. In addition, the State of Colorado shall be named as an additional insured on Contractor's commercial general liability policy 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 Contractor. Such policies shall contain a severability of interests provision. The Contractor 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 Contractor 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 and the Colorado Department of Transportation (CDOT). 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 Contractor 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 Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor 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 Contractor 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 Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor 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 Contractor. 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 Contractor'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

Contractor'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 CONTRACTOR

The parties agree that the Contractor is an independent contractor and not an employee of the Town and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Contractor 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 Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor 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 CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY. THE CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.

11.0 ASSIGNMENT; SUBCONTRACTORS

11.1 Contractor 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.

11.2 Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the Contractor for approval. The Town will not work directly with subcontractors. Payments to all subcontractors shall be made within thirty days of receipt of payment from Town or no later than ninety days from the date of the submission of a complete invoice from the subcontractor, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a subcontractor, the Contractor shall notify the Town no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Contractor shall maintain records of payment that show amounts paid to all subcontractor. Good cause does not include the Consultant's failure to submit an invoice to the Town or to deposit payments made.

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

- a) 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.
- b) 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 Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor's Pre-Contract Certification which Contractor has executed and delivered to the Town prior to Contractor's execution of this Agreement.

17.3 Exhibit C, "Additional Federal and State Provisions" is attached hereto and incorporated herein by reference.

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: Daymon Johnson 207 Muegge Way
Bennett, CO 80102
Telephone: (303) 644-3249
Fax: (303) 644-4125

If to the Contractor:

__[Contractor 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

CONTRACTOR:

By: _____ Title: _____ Date: _____

SAMPLE AGREEMENT - EXHIBIT A – SCOPE OF SERVICES

SAMPLE AGREEMENT - EXHIBIT B

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

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

Contractor 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. Contractor 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 Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

EXHIBIT C

ADDITIONAL STATE AND FEDERAL PROVISIONS

Contractor (aka consultant) understands and agrees that all or a portion the Services are being funded with State and/or Federal funds in accordance with the Intergovernmental Agreement between the State of Colorado and the Town of Bennett (aka Local Agency) dated August 28, 2019 . As such, the following provisions apply to this Agreement.

1. The design work under this Agreement shall be compatible with the requirements between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.
2. Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
3. The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
4. The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with FHWA requirements.
5. To the extent that consultant receives any confidential State Records (i.e., all State records unless otherwise publicly available at the time of disclosure), consultant shall not, without prior written approval of the State, use for consultant's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Consultant shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines.
6. Consultant shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Consultant shall provide the State with access, subject to consultant's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, consultant shall return State Records provided to consultant or destroy such State Records and certify to the State that it has done so, as directed by the State. If consultant is prevented by law or regulation from returning or destroying State Confidential Information, consultant warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.
7. Federal laws and regulations that may be applicable to the Services include:
 - a. **Executive Order 11246.** Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agency and their contractors or the Local Agency).
 - b. **Copeland "Anti-Kickback" Act.** The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).
 - c. **Davis-Bacon Act.** The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agency and the Local Agency when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the

- project by the Secretary of Labor).
- d. **Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
 - e. **Clear Air Act.** Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).
 - f. **Energy Policy and Conservation Act.** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163). OMB Circulars Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.
 - g. **Hatch Act.** The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
 - h. **ADA.** In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
 - i. **Uniform Relocation Assistance and Real Property Acquisition Policies Act.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).
 - j. **Drug-Free Workplace Act.** The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).
 - k. **Age Discrimination Act of 1975.** The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.
 - l. **23 C.F.R. Part 172.** 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".
 - m. **23 C.F.R Part 633.** 23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".
 - n. **23 C.F.R. Part 635** 23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".
 - o. **Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973.** Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.
 - p. **Nondiscrimination Provision.** In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:
 - i. **Compliance with Regulations.** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
 - ii. **Nondiscrimination.** The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.
 - iii. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a

subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

- iv. Information and Report. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.
- v. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or b. Cancellation, termination or suspension of the contract, in whole or in part.
- q. **Incorporation of Provisions §22.** The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.
- r. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - i. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - ii. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
 - iii. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 - iv. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Local Agency, CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- v. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Local Agency will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to: withholding payments to the contractor under the contract until the contractor complies; and/or cancelling, terminating, or suspending a contract, in whole or in part.
- vi. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Local Agency, CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
- vii. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- viii. Pertinent Non-Discrimination Authorities:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title

- VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SAMPLE AGREEMENT – Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)

From: _____
(Prospective Contractor)

To: Town of Bennett

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment 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 any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 20

_____. Prospective Contractor _____

By: _____

Title: _____

State of Colorado

ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____)

)

) ss.

The foregoing Certification was acknowledged before me this _____ day of _____
_____, 20____, by [Name]____, for
[Company Name]

_____.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public