



Town Board of Trustees

Tuesday, February 27, 2024 at 7:00 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.
THANK YOU.**

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

For a live stream of the meeting use the information below:

<https://us02web.zoom.us/j/84285000718>

Meeting ID: 842 8500 0718

Passcode: 677682

One tap mobile

+16699006833

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

3. Pledge of Allegiance

Royce D. Pindell, Mayor

4. Approval of Agenda

Royce D. Pindell, Mayor

5. Consent Agenda

Royce D. Pindell, Mayor

a. February 13, 2024 - Regular Meeting Minutes

Attachments:

- **February 13, 2024 - Regular Meeting Minutes** (02-13-2024_-_Draft_Meeting_Minutes.pdf)

b. Designating the Public Place for Posting of Notices of Public Meetings

Resolution No. 1005-24 - A Resolution Designating the Public Place for Posting of Notices of Public Meetings of the Bennett Board of Trustees

Attachments:

- **Staff Report Designating the Public Place for Posting of Notices of Public Meeting**

s (0_-_Staff_Report_ch.pdf)

- **Resolution No. 795-20 - A Resolution Designating the Public Place for Posting of Notices of Public Meetings of the Bennett Board of Trustees** (No._795-20_-_2020_Designated_Posting_of_Public_Notices.pdf)
- **Resolution No. 1005-24 - A Resolution Designating the Public Place for Posting of Notices of Public Meetings of the Bennett Board of Trustees** (2_-_Resolution_No._1005-24.pdf)

c. First Amendment to the IGA Between the Town of Bennett and Arapahoe County Regarding Funding for the I-70 and SH79 Interchange Operational Improvement Project

Resolution No. 1001-24 - A Resolution Approving a First Amendment to Intergovernmental Agreement with Arapahoe County for the I-70 and SH 79 Interchange Operational Improvement Project

Attachments:

- **Staff Report First Amendment to the IGA Between the Town of Bennett and Arapahoe County Regarding Funding for the I-70 and SH79 Interchange Operational Improvement Project** (0_-_Staff_Report_TownofBennett_ArapCountyIGAAmendmentExit304_thredline_.pdf)
- **IGA dated February 21, 2020 Between the Town of Bennett and Arapahoe County** (1_-_2020_-_Executed_IGA_I-70___SH79_Interchange_Operational_Improvement_Project__1_.pdf)
- **Proposed First Amendment to the IGA Between the Town of Bennett and Arapahoe County** (2_-_FIRST_AMENDMENT_TO_INTERGOVERNMENTAL_AGREEMENT_-_1.30.24_Revised_spk_clean.pdf)
- **Resolution No. 1001-24 - A Resolution Approving a First Amendment to Intergovernmental Agreement with Arapahoe County for the I-70 and SH 79 Interchange Operational Improvement Project** (3_-_Reso._No._1001-24_-_Approving_First_Amendm ent_ARCO_IGA_-_spk_clean.pdf)

Public Comments on Items Not Scheduled for Public Hearing

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Public Hearing

a. CND Eats LLC d/b/a High Plains Diner - Colorado Liquor Retail License Application - Transfer of Ownership

Christina Hart, Town Clerk

Attachments:

- **Public Hearing Script** (0_-_Public_Hearing_Script.PC.pdf)
- **Staff Report CND Eats LLC d/b/a High Plains Diner - Colorado Liquor Retail License Application - Transfer of Ownership** (1_-_Staff_Report_-_CND_Eats_LLC.pdf)
- **DR8404 Colorado Liquor Retail License Application** (2_-_DR8404_Colorado_Liquor_Retail_License_Application.pdf)
- **DR8495 Tax Check Authorization, Waiver and Request to Release Information** (3_-_DR_8495_Tax_Check_Authorization__Waiver_and_Request_to_Release.pdf)
- **Diagram of Premises** (4_-_Diagram_of_Premises.pdf)
- **Assignment and Assumption of Lease Request** (5_-_Assignment_and_Assumption_of_Lease_Request.pdf)
- **Assignment of Commercial Lease** (6_-_Assignment_of_Commercial_Lease.pdf)
- **Colorado Secretary of State Certificate of Fact of Good Standing** (7_-_Certificate_of_Fact_of_Good_Standing.pdf)
- **Findings and Decision** (8_-_Draft_Findings_and_Decision.pdf)
- **Suggested Motion** (9_-_suggested_motion.pdf)

7. Action/Discussion Items

a. Rent Forgiveness for the Bennett Community Food Bank

Resolution No. 1004-24 - Resolution No. 1004-24 – A Resolution Approving Rent Forgiveness for the Bennett Community Food Bank.

Flora Goodnight, Bennett Community Food Bank Director

Attachments:

- **Rent Forgiveness for the Bennett Community Food Bank Request Letter** (Request_Letter.pdf)
- **Resolution No. 1004-24 - Resolution No. 1004-24 – A Resolution Approving Rent Forgiveness for the Bennett Community Food Bank.** (1_-Food_Bank_Reso_2024.pdf)
- **Suggested Motion** (2_-_suggested_motion.pdf)

b. Lost Creek Basin Discussion and Update

Trish Stiles, Town Manager

Mason Brown, Carlson, Hammond & Paddock, L.L.C.

Gina Burke, Jehn Water Consultants, Inc.

c. RFP 23-009 - Safe Streets and Roads for All (SS4A) Engineering Contract

Daymon Johnson, Capital Projects Director

Attachments:

- **Staff Report RFP 23-009 - Safe Streets and Roads for All (SS4A) Engineering Contract** (0_-_Staff_Report_-_RFP_23-009_SS4A_Grant_-_DJ_-_2.20.24.pdf)
- **RFP 23-009 SS4A: Transportation Safety Action Plan** (1_-_RFP_23-009_-_SS4A_C

omprehensive_Plan_-_12.4.23.pdf)

- **Y2K Engineering, LLC. SS4A: Transportation Safety Action Plan Proposal** (2_-_Y2K_Engineering_-_SS4A_Comprehensive_Plan___Pricing_-_1.18.24.pdf)
- **Suggested Motion** (suggested_motion.pdf)

d. RFP 23-004 - Kiowa Bennett Transportation Improvement Program (TIP) Trail Design

Daymon Johnson, Capital Projects Director

Attachments:

- **Staff Report RFP 23-004 - Kiowa Bennett Transportation Improvement Program (TIP) Trail Design** (0_-_Staff_Report_-_RFP_23-004_Kiowa_Bennett_TIP_Trail_-_FINAL_-_DJ-TS_-_2.20.24.pdf)
- **RFP 23-004** (1_-_RFP_23-004_-_Final_RFP_Kiowa_Bennett_TIP_Trail_-_10.31.23.pdf)
- **Kiowa Bennett TIP Trail Conceptual Design Package** (2_-_Kiowa_Bennett_TIP_Trail_-_Conceptual_Design_package_-_Terramax_-_8.22.22.pdf)
- **Jacobs Engineering Engineers' Estimate - Segment I, II & III** (3_-_Engineers_Estimate_-_Phase_I_-_Jacobs_-_10.25.23.pdf)
- **Theorem Design Group, Inc. Proposal** (4_-_Kiowa_Bennett_TIP_Trail_Design_-_Theorem_Design_Group_-_11.28.23.pdf)
- **Theorem Design Group, Inc. Scope of Work** (5_-_Theorem_Scope_of_Work_-_1.26.24.pdf)
- **Caroline Draper Email with Costs** (6_-_Caroline_Draper_Email_-_Initial_Cost_Estimate_-_2.6.24.pdf)
- **Suggested Motion** (suggested_motion.pdf)

8. Town Manager Report

Trish Stiles, Town Manager

9. Trustee Comments and Committee Reports

Mayor and Trustees

10. Executive Session

Trish Stiles, Town Manager

Attachments:

- **Executive Session Script** (Bennett_Exec_Session_Script.pdf)

- For the purpose of conferencing with an attorney to receive legal advice on a specific legal question and determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(b)(e); Negotiations and specific legal questions related to police services for the Town of Bennett.**
- Return to Open Meeting**
- Report from Executive Session**

11. To Take Action Following Executive Session

12. Adjournment

by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Agenda published on 02/23/2024 at 8:18 AM



DRAFT

Town Board of Trustees

Minutes

Tuesday, February 13, 2024 at 7:00 pm

PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.

THANK YOU.

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

Minutes:

Present:

Royce D. Pindell, Mayor

Whitney Oakley, Mayor Pro Tem

Kevin Barden, Trustee

Steve Dambroski, Trustee

Denice Smith, Trustee

Donna Sus, Trustee

Larry Vittum, Trustee

Staff Present:

Trish Stiles, Town Manager

Taeler Houlberg, Administrative Services Director

Alison Belcher, Communications and IT Director

Adam Meis, IT and Communications Manager

Denise Taylor, Assistant to the Town Manager

Greg Thompson, Community and Economic Development Director

Steven Hoese, Planning Manager

Dan Giroux, Town Engineer

Scott Krob, Town Attorney

Christina Hart, Town Clerk

Public Present:

Kathy Smiley

Mason Oakley

DRAFT

DRAFT

Tommy Jackson
Carol Johnson
John Vitella
Justina Wooten
Jim Marshall
Timothy Heinsohn
Darcie Nicholas
Chris Nicholas
Jack Beckwitt

3. Pledge of Allegiance

Royce D. Pindell, Mayor

Minutes:

The Pledge of Allegiance was led by Royce D. Pindell, Mayor.

4. Approval of Agenda

Royce D. Pindell, Mayor

Minutes:

TRUSTEE VITNUM MOVED, MAYOR PRO TEM OAKLEY SECONDED to approve the agenda as presented The voting was as follows:

Ayes: Dambroski, Oakley, Pindell, Smith, Sus, Vittum, Barden

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

5. Consent Agenda

Royce D. Pindell, Mayor

Minutes:

MAYOR PRO TEM OAKLEY MOVED, TRUSTEE VITNUM SECONDED to approve the consent agenda as presented. The voting was as follows:

Ayes: Oakley, Pindell, Smith, Sus, Vittum, Barden, Dambroski

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote. **1. Action:** Approval of January 23, 2024, Regular Meeting Minutes **2. Action:** Approval of Resolution No. 997-24 **3.**

Action: Approval of Resolution No. 1002-24 **4. Action:** Approval of First Amendment to the MOU Regarding Homeless Services Adams Co. **5. Action:** Approval of Resolution No. 1003-24

PUBLIC COMMENTS NOT ON THE AGENDA

There were no public comments presented.

a. January 23, 2024 - Regular Meeting Minutes

b. Resolution No. 997-24 - Updating the Town of Bennett's Three-Mile Plan

Resolution No. 997-24 - A Resolution Adopting an Updated Three-Mile Plan for the Town of Bennett, Colorado

c. Department of Local Affairs Local Planning Capacity Grant Program Resolution

Resolution No. 1002-24 - A Resolution Supporting the Grant Application for the Local Planning Capacity Program from the Department of Local Affairs for the Creation of Affordable Housing Review Processes and Exploring Incentive Strategies

d. First Amendment to the Memorandum of Understanding (MOU) Regarding Homeless

Services

e. Wastewater Development Fee Incentive Agreement - Lennar Muegge Farms Filing 7

Resolution No. 1003-24 - A Resolution Approving a Wastewater Development Fee Incentive Agreement with Lennar Colorado LLC

Public Comments on Items Not Scheduled for Public Hearing

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Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Public Hearing

a. CND Eats LLC d/b/a High Plains Diner - Colorado Liquor Retail License Application - Transfer of Ownership

Minutes:

Royce D. Pindell, Mayor, called the matter of the application for a Colorado Liquor Retail License Transfer of Ownership for CND Eats LLC. d/b/a High Plains Diner, to order.

The public hearing was opened at 7:05 p.m.

Christina Hart, Town Clerk, stated that, in accordance with Colorado State Statute, notice of the public hearing was properly posted and published in the Eastern Colorado News on February 2, 2024. Legal #2909.

Christina Hart, Town Clerk, reported that CND Eats LLC d/b/a High Plains Diner, submitted the completed DR8404 Colorado Liquor Retail License Transfer of Ownership application on November 12, 2023. All requirements for a new Liquor Retail License have been met. Ms. Hart reported that the public hearing poster posted at 100 East Bennett Avenue, Unit #2 incorrectly listed the date of the application. Staff recommended that the public hearing be continued until February 27th, 2024 at 7:00 p.m. so the notice may be properly noticed.

PUBLIC COMMENTS

No public comments were presented.

TRUSTEE VITUM MOVED, TRUSTEE SUS SECONDED to continue the public hearing until February 27, 2024, at 7:00 p.m. so Staff may provide a new public hearing posting at

100 East Bennett Avenue, Unit #2 . The voting was as follows:

Ayes: Pindell, Smith, Sus, Vittum, Barden, Dambroski, Oakley

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

b. Family Dollar Stores of Colorado, LLC d/b/a Family Dollar #28218 - Colorado Beer and Wine License Application

Minutes:

Royce D. Pindell, Mayor, reopened the application hearing for a new Beer and Wine License for Family Dollar Stores of Colorado, LLC doing business as Family Dollar #28218 to order.

The public hearing was re-opened at 7:10 p.m.

Christina Hart, Town Clerk, stated that, in accordance with Colorado State Statute, notice of the public hearing was properly posted and published in the Eastern Colorado News on January 12, 2024. Legal #2905.

Christina Hart, Town Clerk, reported that Family Dollar Stores of Colorado, LLC., d/b/a Family Dollar #28218, submitted the completed DR8403 Colorado Beer and Wine License application on June 26, 2023. All requirements for a a new Beer and Wine License have been met.

Ms. Hart reported that the applicant and applicant representative were present.

Carol Johnson, LiquorPros, provided the final report of the survey results determining the needs of the neighborhood and desires of the inhabitants.

Tommy Jackson, Family Dollar Store licensing, provided additional comments and clarification.

PUBLIC COMMENTS

Timothy Heinsohn, Bennett, CO. commented that he was not in favor of the application.

The public hearing was closed at 7:53 p.m.

The authority deliberated and discussed the application and the evidence that was presented to them.

TRUSTEE BARDEN MOVED, MAYOR PRO TEM OAKLEY SECONDED to approve the application for a Colorado Beer and Wine license submitted by Family Dollar Stores of Colorado, LLC d/b/a Family Dollar #28218. The voting was as follows:

Ayes: Sus, Barden, Dambroski, Oakley, Pindell

Nays: Smith, Vittum

Royce D. Pindell, Mayor, declared the motion carried 5 to 2.

a. Cancelling of April 2, 2024 Election and Declaring Candidates Elected

Resolution No. 1000-24 - A Resolution Instructing the Town Clerk to Cancel the April 2, 2024 Election and Declaring Candidates Elected

Minutes:

Christina Hart, Town Clerk, reported to the board that the clerk's office received four petitions for the position of trustee and one petition for the position of mayor. All petitioners met the qualifications to run for the Board of Trustees.

Staff recommends the Board of Trustees cancel the April 2, 2024, election and declare the candidates elected.

Whitney Oakley - Office of Mayor with a four-year term ending in April 2028

Denise Smith - Office of Trustee with a four-year term ending in April 2028
Donna Sus - Office of Trustee with a four-year term ending in April 2028
Royce D. Pindell - Office of Trustee with a four-year term ending in April 2028

Larry Vittum - Office of Trustee with a two-year term ending in April 2028

TRUSTEE BARDEN MOVED, TRUSTEE DAMBROSKI SECONDED to approve Resolution No. 1000-24 - A resolution instructing the Town Clerk to cancel the April 2, 2024 election and declaring candidates elected. The voting was as follows:

Ayes: Sus, Vittum, Barden, Dambroski, Oakley, Pindell, Smith

Nays: None

Royce D. Pindell, Mayor, declared the motion passed unanimously.

8. Town Manager Report

Minutes:

- Ms. Stiles provided recognition to three Bennett area representatives who volunteer within the CASA program.
- CDOT meeting discussions included the crosswalks at the locations of Centennial Dr. and Adams St. at Highway 79 and Highway 36. Town staff will be notified once a date is set for the kick-off meeting to discuss designs.
- CDOT will install a radar speed sign southbound near the curve of Highway 79 within the next couple of weeks.
- CDOT will install no parking signs near the railroad crossings per the request of the fire district.
- Staff attending a pre-scoping meeting regarding the bridge at Exit 305. Discussions include potentially bundling Exits 304 and 305 into a grant program.
- Ms. Stiles reported that the February 21st meeting with the school board was cancelled.
- Water Committee Update: the new trial date for the renewable water project is December 1–19, 2025.
- April 9th: Study Session is cancelled in lieu of a reception for the newly elected mayor and trustees.

9. Trustee Comments and Committee Reports

Mayor and Trustees

Minutes:

Whitney Oakley, Mayor Pro Tem, reported on the following:

- Expressed gratitude to the CASA volunteers for their dedication to the program.
- Attended the Metro Mayor's caucus with Mayor Pindell and thanked him for the invitation.

Mayor Pindell called for a recess at 8:45 p.m.

The meeting resumed at 9:00 p.m.

10. Executive Session

- a. For the purpose of conferencing with an attorney to receive legal advice on a specific legal question and determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(b)(e); Negotiations and specific legal questions related to police services for the Town of Bennett.

Minutes:

MAYOR PRO TEM OAKLEY MOVED, TRUSTEE SMITH SECONDED to go into executive session for the purpose of conferencing with an attorney to receive legal advice on a specific legal question and determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(b)(e); Negotiations and specific legal questions related to police services for the Town of Bennett. Voting was as follows:

Ayes: Vittum, Barden, Dambroski, Oakley, Pindell, Sus, Smith

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

The Board went into executive session at 9:05 p.m.

b. Return to Open Meeting

Minutes:

The Board came out of the executive session at 10:15 p.m.

Royce D. Pindell, Mayor, announced that the Board has been in executive session and the following persons participated: Kevin Barden, Donna Sus, Larry Vittum, Christina Hart, Trish Stiles, Scott Krob, Denice Smith, Steve Dambroski, Whitney Oakley and Royce Pindell.

Royce D. Pindell, Mayor, asked if there were any matters not included in the motion for an executive session or violations of the Open Meetings Law, and if so, that these concerns be stated for the record.

c. Report from Executive Session

Minutes:

The executive session was within the scope of the statute. Town Attorney Scott Krob was

present throughout the executive session, which is protected by the attorney/client privilege.

11. To Take Action Following Executive Session

Minutes:

Staff was provided direction.

12. Adjournment

Minutes:

TRUSTEE SMITH MOVED, TRUSTEE DAMBROSKI SECONDED to adjourn the meeting. The meeting was adjourned at 10:16 p.m. Voting was as follows:

Ayes: Dambroski, Oakley, Pindell, Smith, Sus, Vittum, Barden

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

Minutes Approved:

Royce D. Pindell, Mayor

Christina Hart, CMC / Town Clerk

Individuals with disabilities who need auxiliary aids in attending the meeting may request assistance by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Minutes published on 02/21/2024 at 3:45 PM

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Christina Hart, Town Clerk
DATE: February 27, 2024
SUBJECT: Designating the Public Place for Posting of Notices of Public Meetings

Background

Colorado Revised Statute Section 24-6-402(2)(c) requires the governing body of each town in Colorado to designate, by resolution, the public place or places for posting notices to the governing body's public meetings.

On January 14, 2020, the Board approved Resolution No. 795-20, designating the locked bulletin board adjacent to the front door of the Bennett Town Hall and Town of Bennett website as the designated location for publishing notices of public meetings.

Staff recently installed a SunBrite TV LCD outdoor monitor to replace the lockable bulletin board. The bulletin board was highly worn, making it difficult to read the posted items. The new monitor will enable digital versions of agendas to be uploaded. Meeting announcements and agendas will continue to be available on the Town's website.

Staff Recommendation

Staff recommends the Board of Trustees approved Resolution No. 1005-24 designating the public place for posting of notices of public meetings.

Attachments

1. Approved Resolution No. 795-20
2. Resolution No. 1005-24

RESOLUTION NO. 795-20

A Resolution Designating The Public Place For Posting Of Notices Of Public Meetings Of The Bennett Board Of Trustees

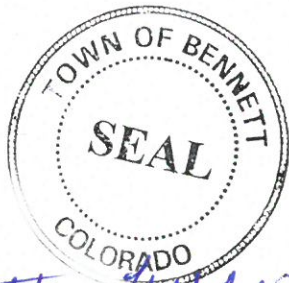
WHEREAS, C.R.S. Section 24-6-402(2)(c), requires the governing body of each town in Colorado to designate, by resolution, the public place or places for posting notices of the governing body's public meetings.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO, AS FOLLOWS:

Section 1. That pursuant to C.R.S. Section 24-6-402(2)(c), THE LOCKED BULLETIN BOARD LOCATED ADJACENT TO THE FRONT DOOR OF THE Bennett Town Hall, located at 207 Muegge Way, Bennett, Colorado 80102-7806, and/or the Town of Bennett website at www.townofbennett.org are hereby designated as the place for posting notices of public meetings, and that all notices of public meetings of the Board of Trustees, as defined in C.R.S. Section 24-6-402(2)(c), be posted at that location as required by law.

INTRODUCED, PASSED AND RESOLVED, THIS 14TH DAY OF JANUARY, 2020.

ATTEST:



Lynette F. White, MMC
Town Clerk

Royce D. Pindell
Mayor

RESOLUTION NO. 1005-24

A RESOLUTION DESIGNATING THE PUBLIC PLACE FOR POSTING OF NOTICES OF PUBLIC MEETINGS OF THE BENNETT BOARD OF TRUSTEES

WHEREAS, C.R.S. Section 24-6-402(2)(c), requires the governing body of each town in Colorado to designate, by resolution, the public place or places for posting notices of the governing body’s public meetings.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO, AS FOLLOWS:

Section 1. That pursuant to C.R.S. Section 24-6-402(2)(c), the outdoor monitor located adjacent to the front door of the Bennett Town Hall, located at 207 Muegge Way, Bennett, Colorado 80102-7806, and/or the Town of Bennett website at townofbennett.colorado.gov are hereby designated as the place for posting notices of public meetings, and that all notices of public meetings of the Board of Trustees, as defined in C.R.S. Section 24-6-402(2)(c), be posted at those locations as required by law.

INTRODUCED, PASSED AND RESOLVED, THIS 27TH DAY OF FEBRUARY 2024.

Royce D. Pindell
Mayor

ATTEST

Christina Hart, CMC
Town Clerk

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Danette Ruvalcaba, Director of Finance
DATE: February 27, 2024
SUBJECT: First Amendment to the IGA Between the Town of Bennett and Arapahoe County Regarding Funding for the I-70 and SH79 Interchange Operational Improvement Project

Background

The Town of Bennett was awarded \$150,000 in Federal Funding from the Arapahoe County Sub-Regional Transportation Forum. This Federal Funding required a 62% local match or \$242,000. To offset the burden of \$242,000 for the Town of Bennett, Arapahoe County agreed to give the Town \$150,000 of county funds. An Intergovernmental Agreement (IGA) was signed to this fact in February 2020, reducing the Town's Contribution to \$92,000. The agreement further states that the project was to be completed within four years of the contract date or by February 21, 2024.

In January 2021, DRCOG advised the Arapahoe County Transportation Forum of additional funding coming available for all sub-regionals via COVID Relief Funding.

On March 4, 2021, the Arapahoe County Executive Committee of the County Transportation Forum approved a plan that was recommended to the DRCOG Board for the allocation of COVID relief funds that were received by DRCOG and allocated to the Arapahoe County Sub-Region. Arapahoe County Sub-region was allocated \$8.1M of additional funds. Based on a motion by Trustee Vittum, the Forum recommended to allocate \$800,000 to the Broadway Transit Study (Littleton waiting list project) plus allocation of \$7.302M to already approved TIP projects that had overmatch to bring the local match requirement as close as possible to the typical 20%. In the case of the I-70 and SH79 Interchange project, it added an additional \$155,000 of federal funds to the already \$150,000 from the Arapahoe County Sub-Regional Forum for a total federal share from Arapahoe County Sub-Regional Transportation Forum of \$305,000. As the intent of the motion was to reduce local match to as close as possible to 20%, the proportional local match was reduced to 22% from 62% with the subsequent reduction in the County share to \$53,940 from \$150,000 and the Town's local match reduced to \$33,060 from \$92,000.

Summary of IGA

The original IGA indicated that Arapahoe County would contribute \$150,000 to the project. Additionally, it stated that the project would need to be complete by February 21, 2024 or the funding would need to be returned to Arapahoe County plus 3%.

At this time Staff is requesting that the IGA be amended to reflect Arapahoe County's contribution as \$53,940 as well as the completion date to be extended one year to February 21, 2025 to ensure that sufficient time is available to finish the installation of the signalization on the 304 exit.

Staff Recommendation

Staff recommends approval of the First Amendment to Intergovernmental Agreement Between the Town of Bennett and Arapahoe County Regarding Funding for the I-70 and SH79 Interchange Operational Improvement Project.

Attachments

1. IGA dated February 21, 2020 Between the Town of Bennett and Arapahoe County
2. Proposed First Amendment to the IGA Between the Town of Bennett and Arapahoe County
3. Resolution No. 1001-24

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF BENNETT AND ARAPAHOE COUNTY
REGARDING FUNDING FOR THE
I-70 AND SH 79 INTERCHANGE OPERATIONAL IMPROVEMENT PROJECT**

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into effective the 21st day of February, 2020, (the "Effective Date), by and between the **TOWN OF BENNETT**, a statutory town whose principal business address is 207 Muegge Way, Bennett, CO 80102 (the "Town") and the Board of County Commissioners of **ARAPAHOE COUNTY, COLORADO** a body corporate and political, whose principal business address is 5334 South Prince Street, Littleton, CO 80120 (the "County") (collectively referred to herein as the "Parties" or each individually as a "Party").

RECITALS

WHEREAS, the Parties, as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and Sections 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government; and

WHEREAS, the Town desires to construct operational improvements on the eastbound off-ramp at the interchange of I-70 and State Highway (SH) 79 as illustrated in Exhibit A attached hereto and incorporated herein ("the Project"); and

WHEREAS, CDOT estimated the cost for the Project at Two Million Two Hundred Thousand Dollars (\$2,200,000); and

WHEREAS, as a result of the regional benefits to the citizens of both Parties, the County is willing to contribute funds as provided in this Agreement towards the costs of design, environmental clearances, right-of-way and construction of the Project, provided the Town assumes full responsibility for coordinating and managing said Project with CDOT; and

WHEREAS, the Town received Eight Hundred Thousand Dollars (\$800,000) in federal funding through the Denver Regional Council of Governments ("DRCOG") 2020-2023 Transportation Improvement Program (TIP), supplemented by One Million Four Hundred Thousand (\$1,400,000) in Local Agency Contributions ("LAC") from the Town, CDOT, Adams and Arapahoe Counties ("Funding Partners"), allocated by jurisdiction as shown in Exhibit B; and

WHEREAS, the County has agreed in principle to provide Seven Percent (7%) or \$150,000 in LAC towards Project costs in the Budget for the Project; and

WHEREAS, the Parties wish to enter into this Agreement to establish the terms of the County's funding commitment and the terms of the Town's commitment to complete the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and the foregoing recitals, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

COVENANTS AND AGREEMENTS

1. **Purpose.** The purpose of this IGA is to provide for and to set the terms and conditions by which the County contributes the funding contemplated under this Agreement towards the Project and to establish the process by which such cost sharing between the Town and the County will be accomplished.
2. **General Description of the Project.** The Project consists of design, environmental clearances, rights-of-way acquisition as needed and construction of improvements in and around the I-70 EB off-ramp at SH-79 (Exit 304). Project improvements will widen out the interchange footprint, relocate the existing ramp intersection on top of the interchange and signalize the eastbound off-ramp. Improvements may include, but not limited to, the installation of a traffic signal, earthwork, applicable environmental clearances, drainage and utilities, construction mobilization and traffic control, lighting and electrical, signage, pavement markings, paving, guardrail, design, inspection and project coordination. Pre-construction phases are expected to start in the federal FY 2020 with construction anticipated to begin in FY 2021.
3. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into the covenants and agreements set forth below.
4. **Project Costs and Funding Resources.** The Parties understand CDOT estimates the Project will cost \$2,200,000. Exhibit B provides a breakdown of federal, state and LAC, subject to annual appropriation. Upon approval of the 2020 budget, the County agrees to contribute the total sum of \$150,000 for use in the pre-construction and construction phases of the Project (the "County Funds". Funds are payable within fifteen (15) days of the County's receipt of a written funding request from the Town in January 2020.
5. **Cost Overruns.** It is agreed and understood that \$150,000, shall constitute the full measure of the County's monetary contributions towards the Project. In no event shall the County be obligated to contribute any further additional funds or services to the current or ultimate Project than the County Funds specified in this Agreement. Notwithstanding the foregoing two sentences, should additional funds be required due to unforeseen costs, the County may elect, but is not obligated, to contribute additional monies, up to 7% of the incremental cost overrun, provided the State and all LAC Funding Partners contribute their proportionate share as identified in Exhibit B.
6. **Project Representatives.**
County Representative: The County hereby designates the County's CIP Manager (Cathleen Valencia, Cvalencia@arapahoegov.com), as the County's representative to coordinate all communication with the Town related to the Design, environmental, right-of-way or construction issues arising under this IGA. Ms. Valencia will be copied

on all correspondence, and Ms. Valencia will be the day-to-day contact. The County's designation of representatives may be amended by the County's Public Works and Development Director upon written notification to the project representatives of the Town.

Town Representative: The Town hereby designates the Town's Transportation Consultant Engineer (Mike Rocha, mrocha@smrocha.com) as the Town's representative to coordinate all communication with the County related to any pre-construction and construction issues arising under this IGA. The Town's designation of representatives may be amended by the Town Administrator upon written notification to the project representatives of the County.

7. **Minimization of Traffic Impacts to County Roads.** The Town agrees to perform, or cause to be performed, the Project construction in a manner minimizes construction traffic impacts to persons traveling on any County Roads and agrees to include this requirement in any and all design and construction contracts through which the Project. For all methods of handling traffic that will occur on County roadways, the County shall have review and approval authority.
8. **Design and Construction.** The Town shall be solely responsible for contracting for the full design and construction of the Project, including, but not limited to, obtaining all necessary permits, Rights-of-way and easements, consents and approvals for the construction of the Project, in accordance with all applicable federal, state and local statutes, ordinances, codes, rules and regulations. The Town agrees to perform, or cause to be performed, the Project in a workmanlike manner, and to expressly mandate this condition in any and all construction contracts. Further, the Town agrees to consult with the County during the pre-construction and construction phases and to keep the County advised as each phase progresses. Finally, the Town shall ensure that the construction of the Project is performed in a workmanlike manner in accordance with all applicable federal and state statutes and local ordinances, rules, and regulations.
9. **Town Representation.** The Town hereby represents to the County that it has the expertise, experience, and ability to professionally manage the design and construction of the Project, including the deliverables associated with the Project within the established budget and within time requirements for the Project, as the same may be amended, and, in reliance upon such representation, the County consents to the Town serving as the project manager and contract administrator for the professional services agreement for the Design Work.
10. **Completion Requirement or Return of County Funds.** If construction of the Project is not substantially complete (as that concept is defined in C.R.S. § 24-91-102(5)) before the date that is four (4) years from the Effective Date of this Agreement, the Town, within ninety (90) days of written notice from the County, shall repay the County in the amount of any County Funds released by the County to the Town for construction of the Project, plus three percent (3%) per annum compounded interest. The Town shall receive credit or reduction for construction that was completed during such four-year period that provides independent utility

from the completed Project. The Parties, in conjunction with CDOT, shall determine what, if any, completed construction is deemed to have independent utility and the estimated cost the Project was reimbursed using TIP funds (both federal share and LAC). This estimated cost will be used to determine any proportionate return of Arapahoe County Funds. Upon said fourth anniversary, the County shall be fully released from all obligations under this Agreement and the County Funds shall no longer be in any way pledged to the Project.

11. **Indemnification.** To the extent permitted by law, the Town hereby agrees to defend, indemnify and hold harmless the County, its officers, employees and agents against any liability, loss, damage, demand, action, cause of action, or expense of whatever nature, and including court costs and attorney fees, which results from the Town's acts or omissions in the construction of the Project. The County, however, agrees that Town has no obligation to indemnify or hold the County harmless for the liability, loss, damage, demand, action, cause of action, or expense of whatever nature due or caused directly by the negligence or willful misconduct of the County or its employees, contractors, or agents.

12. **Government Immunity.** Neither the Town nor the County waive or intend to waive any of the rights and protections provided under the Colorado Governmental Immunity Act ("CGIA"), C.R.S. sections 24-10-101, et seq., and nothing in this Agreement shall be interpreted as, expressly or impliedly, waiving or intending to waive any Governmental Immunity available to the Parties under any applicable law.

13. **Breach and Enforcement.** It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms and conditions contained herein and that the failure of either Party to fulfill any obligation set forth herein shall constitute a breach of this Agreement. In the event that either Party shall be in default of this Agreement, the other Party shall provide notice to the defaulting Party specifically describing the default. The Party allegedly in default shall have 30 days from the date of such notice to cure the default. If such default is not so cured then at the election of the non-defaulting Party, the Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws and statutes of the State of Colorado.

14. **Article X, Section 20/TABOR.** The Parties understand and acknowledge that the County and the Town are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this IGA. It is understood and agreed that this IGA does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this IGA to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds for such party beyond the term of the party's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the paying Party and other applicable law.

Upon the failure to appropriate such funds, this IGA shall be terminated.

15. Miscellaneous Provisions.

a. Assignment. Neither the County nor the Town may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other Party.

b. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement

c. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, neither the Town nor the County shall be deemed or constitute a partner, joint venturer or agent of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the other.

d. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person other than the Town and the County shall be deemed to be only an incidental beneficiary under this Agreement.

e. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party hereto by the other Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or, in lieu of such personal services, when received in the United States mail, first-class postage prepaid addressed to:

The County:

Board of County
Commissioners, Arapahoe
County
5334 South Prince Street
Littleton, CO 80120
Attn: Chairman

The Town:

Town of Bennett
207 Muegge Way, Bennett, CO 80102
Attn: Trish Stiles, Town Administrator

Either Party may change its address for the purpose of this Section by giving written notice of such change to the other Party in the manner provided in this Section.

f. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

g. Controlling Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement to be provided hereunder shall lie in the state courts of the State of Colorado.

h. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

i. Binding Contract. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties.

j. Entire Contract. This Agreement constitutes the entire agreement between the Parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

k. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

l. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

m. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

ATTEST:



**BOARD OF COUNTY COMMISSIONERS
ARAPAHOE COUNTY, COLORADO**

[Signature]

[Signature]
By: Chair of the Board of County Commissioners,

TOWN OF BENNETT

ATTEST:



[Signature]
Royce Pindoff, Mayor

[Signature]
Lynette White, Town Clerk

APPROVED AS TO FORM:

[Signature]
Melinda Culley, Town Attorney

Approved By: *[Signature]*
Bryan D. Weimer, P.W.L.F., Director, PW&D
Authority Granted by Commissioner Resolution 200110

Exhibit A – Project Area

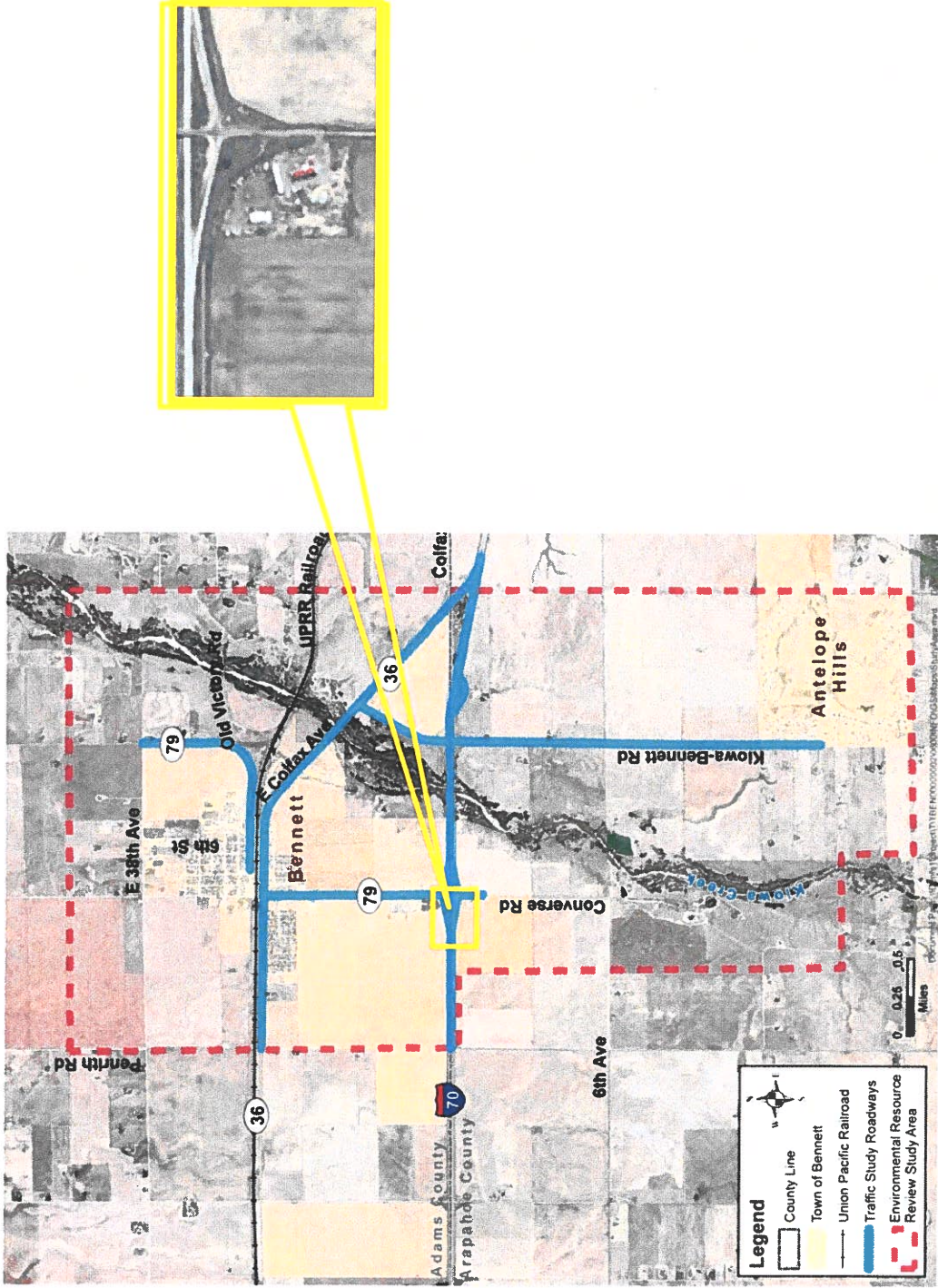


Exhibit B – Funding Breakdown

CDOT	\$500,000 (23%)
Adams County	\$300,000 (14%)
Bennett	\$450,000 (20%)
Arapahoe County	\$150,000 (7%)
Arapahoe Subregional Forum	\$150,000 (7%)
Adams Subregional Forum	\$650,000 (29%)

Note: CDOT combines all federal dollars for purposes of the grant.

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF BENNETT AND ARAPAHOE COUNTY
REGARDING FUNDING FOR THE
I-70 AND SH79 INTERCHANGE OPERATIONAL IMPROVEMENT PROJECT**

This First Amendment to Intergovernmental Agreement Between The Town of Bennett And Arapahoe County Regarding Funding For The I-70 And SH79 Interchange Operational Improvement Project (the “First Amendment”) is entered into this ____ day of February, 2024 (“Effective Date”), by and between the Town of Bennett, Colorado, a statutory town (the “Town”) and the Board of County Commissioners of Arapahoe County, Colorado (the “County”).

WHEREAS, the Town and the County previously entered into that certain Intergovernmental Agreement Between The Town of Bennett And Arapahoe County Regarding Funding For The I-70 and SH79 Interchange Operational Improvement Project, effective February 21, 2020 (the “IGA”); and

WHEREAS, the IGA addresses the funding commitments of the Town and the County, as well as other entities, toward the I-70 and SH79 Interchange Operational Improvement Project (“the Project”); and

WHEREAS, Exhibit B to the IGA set forth the Funding Breakdown for the Project; and

WHEREAS the funding commitments of the various entities for the Project have changed since entry into the IGA; and

WHEREAS, the Town and the County wish to amend the IGA to reflect their updated funding commitments for the Project; and

WHEREAS, Section 10 of the IGA provides that if construction of the Project is not substantially complete within four (4) years from the February 21, 2020 Effective Date of the IGA, then the Town is obligated to repay the County the funds released by the County plus three percent (3%) per annum interest; and

WHEREAS, the Town and the County desire to extend the deadline for substantial completion contained in Section 10 of the IGA for an additional one year.

NOW THEREFORE, IN MUTUAL CONSIDERATION OF THEIR RIGHTS AND OBLIGATIONS, THE TOWN AND THE COUNTY AGREE TO AMEND THE IGA AS FOLLOWS:

1. Exhibit B to the IGA is hereby amended by replacing it in its entirety with Amended Exhibit B – Funding Breakdown, attached hereto.

2. The deadline for substantial completion of the Project set forth in Section 10 of the IGA is Amended from four years to five years from the Effective Date of the IGA.

3. Except as specifically revised by this First Amendment, all other provisions of the IGA shall remain in full force and effect.

ATTEST

ATTEST

BOARD OF COUNTY COMMISSIONERS
ARAPAHOE COUNTY, COLORADO

By: _____

TOWN OF BENNETT, COLORADO

By: _____

AMENDED EXHIBIT B – FUNDING BREAKDOWN

TIP	\$1,255.00
Arapahoe County	\$ 53,940
Adams County	\$ 300,000
CDOT	\$ 500,000
Bennett	\$ 91,060
TOTAL	\$2,200,000

RESOLUTION NO. 1001-24

A RESOLUTION APPROVING A FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH ARAPAHOE COUNTY FOR THE I-70 AND SH 79 INTERCHANGE OPERATIONAL IMPROVEMENT PROJECT

WHEREAS, the Town of Bennett and the County of Arapahoe previously entered into that certain Intergovernmental Agreement between the Town of Bennett and Arapahoe County regarding funding for the I-70 and SH-79 Interchange Operational Improvement Project, effective February 21, 2020; and

WHEREAS, the IGA addressed the funding commitments of the Town and the County, as well as other entities, toward the I-70 and SH79 Interchange Operational Improvement Project (“the Project”); and

WHEREAS, Exhibit B to the IGA set forth the Funding Breakdown for the Project; and

WHEREAS the funding commitments of the various entities for the Project have changed since entry into the IGA; and

WHEREAS, Section 10 of the IGA provides that if construction of the Project is not substantially complete within four (4) years from the February 21, 2020 Effective Date of the IGA, then the Town is obligated to repay the County the funds released by the County plus three percent (3%) per annum interest; and

WHEREAS, the Town and the County desire to extend the deadline for substantial completion contained in Section 10 of the IGA for an additional one year.

WHEREAS, the Town and the County have negotiated the First Amendment to Intergovernmental Agreement Between the Town of Bennett And Arapahoe County Regarding Funding For The I-70 And SH79 Interchange Operational Improvement Project (the “First Amendment”), attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

1. The First Amendment attached hereto, reflecting the updated commitments of the Town and the County and extending the deadline for substantial completion for a period of an additional one year is hereby approved.

2. The Mayor is authorized to execute the First Amendment on behalf of the Town, and the Mayor is hereby further authorized to negotiate and approve such revisions to the First Amendment as the Mayor and Town Administrator determine are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the First Amendment are not altered.

PASSED AND ADOPTED THIS 13TH DAY OF FEBRUARY 2024.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, CMC
Town Clerk

QUASI-JUDICIAL PUBLIC HEARING SCRIPT
Local Licensing Authority

CHAIR: I will now re-open the public hearing on the following application: An application for a Colorado Liquor Retail License Transfer of Ownership at 100 East Bennett Avenue, Unit #2, Bennett, Colorado under the business name CND Eats LLC. d/b/a High Plains Diner.

The purpose of the hearing is to provide a public forum for all interested parties who wish to comment on an application before the Local Licensing Authority. If you wish to speak please write your name and address in the chat box and you will be called on.

The Procedure for the public hearing will be as follows:

FIRST, there will be a presentation by the Town staff.

NEXT, we will have a presentation by the applicant.

After these two presentations we will allow people who signed up on the sign-up sheet or in the chat box speak for up to 3 minutes each. If you are on the phone, we will call on you once we get through the sign-up sheet and chat box. Please DO NOT REPEAT points made by others. It is fine to say, "I agree with the previous speaker's comments". Please direct your comments to the Local Licensing Authority, not the applicant or Town staff.

After receiving public comments, we will allow the applicant an opportunity to respond.

Next, the Local Licensing Authority may ask questions of anyone who testified.

I will then close the public hearing and no further testimony or other evidence will be received. The Local Licensing Authority will discuss the matter and may take some kind of action.

Public hearings are recorded for the public record. All testimony must be presented, after you give your full name and address.

CHAIR: Do we have proper notification?

[Town Clerk to confirm on record notice has been provided]

Do any Authority members have any disclosures?

[Authority to disclose conflicts of interests, ex parte contacts, etc.]

Ms. Hart please introduce the applicant and provide your staff report.

[Staff presentation]

Will the applicant or the applicant's representative present the application?

[Applicant presentation]

Do any of the Authority members have questions of the applicant or Town staff?

[Question and Answer]

CHAIR: I will now open the public comment portion of the public hearing. For those wishing to speak, please clearly state your name and address for the record.

Has anyone signed up to speak at this public hearing?

[If more than one person has signed in, call them in order.]

Is there any interested party in the audience that has not signed up but who wishes to speak regarding the application?

[Additional public comment]

If there is no more public comment, I will now close the public comment portion of the public hearing.

CHAIR: Does the applicant wish to respond to any of the comments?

[Opportunity for applicant to provide any rebuttal evidence]

CHAIR: Before we turn to Authority member questions and deliberation, I want to state that the documents included within the record for this public hearing include all application materials submitted by the applicant; all materials included in the Local Licensing Authority packets; any PowerPoint or other presentations given tonight; all written referral and public comments received regarding the application; the public comment sign-up sheet; and the public posting log and photographs of the notice. Does anyone have any objection to inclusion of these items in the record?

CHAIR: I will now close the public hearing and the Authority will deliberate on the evidence presented. During deliberations, the Authority may ask questions of Town staff, but no further public comment or other testimony or evidence will be received.

Who would like to begin?

Who is next?

Any other questions or comments?

CHAIR: I am in need of a motion of the application before us.

May we have a Roll-Call vote?

Motion carries/fails.

STAFF REPORT



welcome neighbors.

TO: Local Liquor Licensing Authority
FROM: Christina Hart, Town Clerk
DATE: February 27, 2024
SUBJECT: CND Eats, LLC. d/b/a High Plains Diner - Colorado Liquor Retail License Application – Transfer of Ownership – Public Hearing Continued from February 13, 2024

Background

CND Eats, LLC. d/b/a High Plains Diner submitted the completed DR8404 Colorado Liquor Retail License Application for a Transfer of Ownership on November 12, 2023. Per Colorado State Statute, the notice of public hearing for the transfer of ownership was published in the Eastern Colorado News as legal number 2909 on February 2, 2024, and was posted at the High Plains Diner location for ten days. The application meets the applicable licensing requirements listed below:

- The license is the proper type of license to be issued;
- The applicable State and Town applications and license fees have been submitted;
- CND Eats, LLC. d/b/a High Plains Diner premises is not within 500 feet of any public or parochial school or the principal campus of any college, university or seminary;
- CND Eats, LLC. d/b/a High Plains Diner has a valid sales tax license;
- The applicant’s character, record and reputation are satisfactory based on the Colorado Bureau of Investigation (CBI) fingerprinting and background check;
- The applicant sustains the burden of proof that the proposed granting of a DR8404 Colorado Liquor Retail License will be consistent with the desires of the adult inhabitants and the reasonable requirements of the neighborhood;
- The applicant is in possession of the proposed premises;
- The health, safety and welfare of the neighborhood will not be adversely affected; and
- All State and Town statutes, code, ordinances and regulations have been met or are satisfied.

Staff Recommendation

Staff recommends the Local Licensing Authority approve the DR8404 Colorado Liquor Retail License Application for a Transfer of Ownership, thereby licensing CND Eats, LLC. d/b/a High Plains Diner to sell beer, wine and spirituous liquor at its establishment in the Town of Bennett.

Attachments

1. DR8404 Colorado Liquor Retail License Application
2. DR8495 Tax Check Authorization, Waiver and Request to Release Information
3. Diagram of the Premises
4. Assignment and Assumption of Lease Request
5. Assignment of Commercial Lease
6. Colorado Secretary of State Certificate of Fact of Good Standing
7. Findings and Decision

Colorado Liquor Retail License Application

* Note that the Division will not accept cash Paid by check Paid online Uploaded to MoveIt on Date

New License New-Concurrent Transfer of Ownership State Property Only Master file

• All answers must be printed in black ink or typewritten
 • Applicant must check the appropriate box(es)
 • Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an Individual Limited Liability Company Association or Other
 Corporation Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
CND EATS LLC FEIN Number
93-3082586

2a. Trade Name of Establishment (DBA) State Sales Tax Number
High Plains Diner 95942180-0000 Business Telephone
303-644-5055

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
100 E Bennett Ave # 2

City **Bennett** County **Adams** State **CO** ZIP Code **80102**

4. Mailing Address (Number and Street) City or Town
11663 Fraser Street Brighton State **CO** ZIP Code **80603**

5. Email Address
cndeatsllc@gmail.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) **High Plains Diner** Present State License Number **03-03681** Present Class of License **Active** Present Expiration Date **11-24-24**

Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
<input type="checkbox"/> Application Fee for New License.....\$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50
<input type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,200.00	<input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00
<input checked="" type="checkbox"/> Application Fee for Transfer\$1,100.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00
Section B Liquor License Fees*	<input type="checkbox"/> Manager Registration - H & R\$30.00
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X Total	<input type="checkbox"/> Manager Registration - Tavern\$30.00
<input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X Total	<input type="checkbox"/> Manager Registration - Lodging & Entertainment\$30.00
<input type="checkbox"/> Add Sidewalk Service Area\$75.00	<input type="checkbox"/> Manager Registration - Campus Liquor Complex\$30.00
<input type="checkbox"/> Arts License (City)\$308.75	<input type="checkbox"/> Optional Premises License (City)\$500.00
<input type="checkbox"/> Arts License (County)\$308.75	<input type="checkbox"/> Optional Premises License (County)\$500.00
<input type="checkbox"/> Beer and Wine License (City)\$351.25	<input type="checkbox"/> Racetrack License (City)\$500.00
<input type="checkbox"/> Beer and Wine License (County)\$436.25	<input type="checkbox"/> Racetrack License (County)\$500.00
<input type="checkbox"/> Brew Pub License (City)\$750.00	<input type="checkbox"/> Resort Complex License (City)\$500.00
<input type="checkbox"/> Brew Pub License (County)\$750.00	<input type="checkbox"/> Resort Complex License (County)\$500.00
<input type="checkbox"/> Campus Liquor Complex (City)\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00
<input type="checkbox"/> Campus Liquor Complex (County)\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00
<input type="checkbox"/> Campus Liquor Complex (State)\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (State)\$160.00
<input type="checkbox"/> Club License (City)\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00
<input type="checkbox"/> Club License (County)\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (County)\$500.00
<input type="checkbox"/> Distillery Pub License (City)\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (City)\$227.50
<input type="checkbox"/> Distillery Pub License (County)\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (County)\$312.50
<input checked="" type="checkbox"/> Hotel and Restaurant License (City)\$500.00	<input type="checkbox"/> Retail Liquor Store (City)\$227.50
<input type="checkbox"/> Hotel and Restaurant License (County)\$500.00	<input type="checkbox"/> Retail Liquor Store (County)\$312.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00	<input type="checkbox"/> Tavern License (City)\$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)\$600.00	<input type="checkbox"/> Tavern License (County)\$500.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50	<input type="checkbox"/> Vintners Restaurant License (City)\$750.00
	<input type="checkbox"/> Vintners Restaurant License (County)\$750.00

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
------------------------	----------------	--	----------

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8½" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input checked="" type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentGO. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$30.00 fee <input checked="" type="checkbox"/> B. If owner is managing, no fee required

Name CND Eats LLC	Type of License Hotel Restaurant	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Waiver by local ordinance?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
b. Are you a Colorado resident?		<input type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord	Tenant	Expires		
M & S Kim LLC	CND EATS LLC	07-31-2024		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
N/A				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
N/A				
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:		<input type="checkbox"/> <input type="checkbox"/>		
Has a local ordinance or resolution authorizing optional premises been adopted?				
Number of additional Optional Premise areas requested. (See license fee chart)				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				

Name CND Eats LLC	Type of License Hotel/Restaurant	Account Number
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19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:
 a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? Yes No
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No
 a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes No
 b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? Yes No
 c. How long has the club been incorporated?
 d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? Yes No

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:
 a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) Yes No

22. Campus Liquor Complex applicants answer the following:
 a. Is the applicant an institution of higher education? Yes No
 b. Is the applicant a person who contracts with the institution of higher education to provide food services? Yes No
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.
 a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
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24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No
 Yes No

25. Related Facility - Campus Liquor Complex applicants answer the following: Yes No
 a. Is the related facility located within the boundaries of the Campus Liquor Complex?
If yes, please provide a map of the geographical location within the Campus Liquor Complex.
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
 b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
----------------------	-----------------------

26. Tax Information. Yes No
 a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No
 b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
Darcie Nicholas	11663 Fraser Street, Brighton, CO	2-18-79	Member	50
Christopher Nicholas	11663 Fraser Street, Brighton, CO	12-29-78	Member	50
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name CND Eats LLC	Type of License Hotel Restaurant	Account Number
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**** If applicant is owned 100% by a parent company, please list the designated principal officer on above.**
**** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)**
**** If total ownership percentage disclosed here does not total 100%, applicant must check this box:**
 Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature <i>Darcie Nicholas</i>	Printed Name and Title Darcie Nicholas - Member	Date 12/12/23
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
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For Transfer Applications Only - Is the license being transferred valid? Yes No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

- | | |
|---|---|
| <input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| <input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. | |
| <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for		Telephone Number		<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date		
Signature	Print	Title	Date		


Tax Check Authorization, Waiver, and Request to Release Information

I, Darcie Nicholas am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of CND EATS LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) CND EATS dba High Plains Diner		Social Security Number/Tax Identification Number 93-3082586	
Address 100 E Bennett Ave #2			
City Bennett		State CO	Zip 80102
Home Phone Number 970-778-7886		Business/Work Phone Number 303-644-5055	
Printed name of person signing on behalf of the Applicant/Licensee Darcie Nicholas			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 12/12/23

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note). Page 41

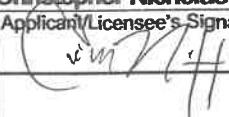
Tax Check Authorization, Waiver, and Request to Release Information

I, Christopher Nicholas am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of CND EATS LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

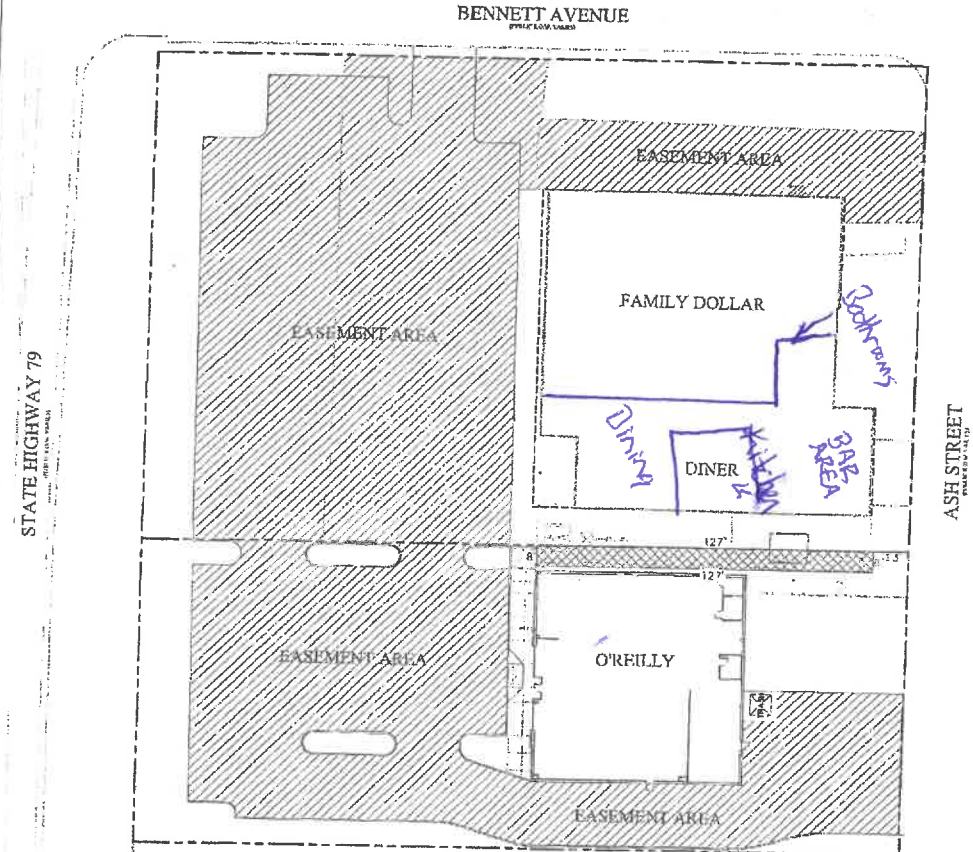
The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.



By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.


Name (Individual/Business) CND EATS dba High Plains Diner		Social Security Number/Tax Identification Number 93-3082586	
Address 100 E Bennett Ave #2			
City Bennett		State CO	Zip 80102
Home Phone Number 970-361-6633		Business/Work Phone Number 303-644-5055	
Printed name of person signing on behalf of the Applicant/Licensee Christopher Nicholas			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 12/12/23

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



 CROSS ACCESS AND PARKING EASEMNT
 REVOCABLE LICENSE AREA

25 OK

 SCALE UNKNOWN


Perception
 Design Group, Inc.
 Consulting Civil Engineers
6901 South Pierce Street, Suite 349 • Golden, CO 80128
 Office: 303-232-8888 • Fax: 303-232-3255

100 BENNETT AVENUE
 EASEMENT AGREEMENT

EXCELL BENNETT, LLC
 3400 E. BAYAUD AVE, SUITE 290
 DENVER, COLORADO 80209

ASSIGNMENT AND ASSUMPTION OF LEASE REQUEST

This Assignment and Assumption of Lease Request is entered into by and between CJB Eats, Inc., a Colorado corporation, doing business as the High Plains Diner (“Assignor”) whose address is c/o Clinton G. Hogue, 8101 Tamarac Court, Thornton, CO 80602, CND Eats LLC, a Colorado limited liability company (“Assignee”), whose address is c/o Christopher M. Nicholas and Darcie L. Nicholas, 11663 Fraser Street, Commerce City, CO 80603, and M&S Kim, LLC, a Colorado limited liability company (“Landlord”), whose address is 5162 South Hanover Street, Englewood, CO 80111.

Recitals

A. Assignor owns and operates the High Plains Diner (the “Restaurant”) located at 100 Bennett Avenue, Unit #2, Bennett, CO 80102 (the “Property”).

B. Assignor leases the Property for the Restaurant under a lease agreement with the Landlord dated July 24, 2014 (the “Original Lease”) (together with all amendments, assignments, extensions, or modifications, the “Lease”) which was renewed effective on August 1, 2019 (the “Renewal Agreement”) from M&S Kim, LLC (“Landlord”) and under current Term, is set to expire on July 31, 2024.

C. Assignor is the owner of the improvements and personal property located on the Property and in the Restaurant.

D. Assignor and Assignee are executing an Asset Purchase Agreement with a closing date of December 31, 2023, which provides for the sale of the assets of the Restaurant to Assignee, including the Assignor’s interest in the Lease.

E. Assignor desires to assign all of its right, title and interest in the Lease to Assignee, and Assignee desires to assume all rights, liabilities and duties of Assignor in the Lease.

F. Assignor and Assignee have requested Landlord’s consent to such assignment as required by the Lease.

G. Landlord is willing to consent to the assignment of the Lease from Assignor to Assignee subject to the terms and provisions set forth below.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated herein by reference and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, transfer and assign to Assignee the Lease and all of the right, title and interest of Assignor as the Tenant in, to and under the Lease, together with all rights, privileges, options and other benefits of Assignor under the Lease.

2. Assignee hereby accepts the foregoing assignment, assumes the Lease and agrees to timely keep, perform and discharge all of the obligations of the Assignor as the Tenant under the Lease that accrue from and after the closing date. Assignee accepts the Premises in "as is" condition.

3. Assignor hereby agrees to indemnify, protect, defend and hold Assignee harmless from all losses, damages, claims, liabilities, demands, costs, offset rights and expenses, including, without limitation, attorneys' fees and expenses arising out of any failure of Assignor to keep, perform and discharge all of the obligations of the Tenant under the Lease prior to the closing date.

4. Assignee hereby agrees to indemnify, protect, defend and hold Assignor harmless from all losses, demands, damages, claims, liabilities, demands, costs, expenses and offset rights, including, without limitation, attorneys' fees and expenses arising out of any failure of Assignee to keep, perform and discharge all of the obligations of the Tenant under the Lease that accrue from and after the closing date.

5. Landlord consents to this Request, and upon execution of the Landlord's "Assignment of Commercial Lease" releases and discharges the Assignor and its guarantors of the Lease from all obligations, claims or liabilities under the Lease arising from and after the current Term. Assignor and its guarantors shall have no further obligations after July 31, 2024 including the renewal of term or extension of the Lease.

6. Landlord acknowledges that it has received payment from Assignor in the amount of \$4,048.00 as a security deposit which Landlord will continue to hold subject to the terms and provisions of the Lease and Assignee, contemporaneously with the execution of the Landlord's "Assignment of Commercial Lease", shall deposit an additional NINE HUNDRED FIVE DOLLARS AND 13/00 (\$905.13) with Landlord for a combined total of FOUR THOUSAND NINE HUNDRED FIFTY-THREE DOLLARS AND 13/00 (\$4,953.13) as Assignee's security for the full and faithful performance by the Assignee of all terms of the Lease ("Security Deposit") to be held and administered pursuant to the terms of the Lease.

7. This Assignment shall inure to the benefit of Assignor and Assignee, and their respective heirs, assigns and successors in interest. The respective agreement and indemnities herein set forth are for the benefit only of the parties, their successors and assigns, and no provision of this Assignment is intended to benefit, nor shall any such provision be enforceable by, any person or entity other than the parties hereto and their respective successors in interest and assigns.

8. In the event of any action between Assignor and Assignee seeking enforcement of any of the terms and conditions to this Assignment, the court shall award to the prevailing party in such action its costs, expenses, reasonable attorneys' fees, court costs and expert witness fees.


9. This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado.

This ASSIGNMENT AND ASSUMPTION OF LEASE REQUEST may be executed in counterparts. Facsimile or email signatures shall be accepted as original signatures for all purposes. Each party is signing this Request on the date associated with that party's signature.

ASSIGNOR:

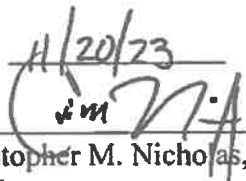
CJB Eats, Inc., a Colorado corporation,
doing business as the High Plains Diner

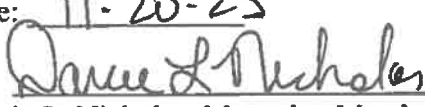
Date: 11-20-23

By: 
Clinton G. Hogue, President

ASSIGNEE:


CND Eats LLC, Colorado limited liability
company

Date: 11/20/23
By: 
Christopher M. Nicholas, Managing
Member

Date: 11-20-23
By: 
Darcie L. Nicholas, Managing Member

LANDLORD:

M&S Kim LLC, a Colorado limited liability
company

Date: 12/02/23
By: 
Florence Kim, Manager

Assignment of Commercial Lease

This Assignment of Commercial Lease (hereinafter "Assignment") is entered into and made effective as of January 1, 2024 by and between the current lessee CJB Eats Inc., a Colorado corporation dba High Plains Diner (hereinafter referred to "Assignor"), and the new lessee CND Eats LLC, a Colorado limited liability company dba High Plains Diner (hereinafter referred to "Assignee"). Assignor and Assignee may be collectively referred to as the "Parties."

RECITALS

Assignor and M&S Kim, LLC ("Landlord") are parties to that lease agreement dated July 24, 2014 (the "Original Lease") (together with all amendments, assignments, extensions, or modifications, the "Lease") which was renewed effective on August 1, 2019 (the "Renewal Agreement"). The Lease covers the commercial property located at 100 E. Bennett Ave., Unit 2, Bennett, Colorado 80102 (the "Premises"). The Premises contains 4,048 square feet of interior floor space.

Assignor wishes to assign to Assignee its rights in and delegate all of its obligations under the Lease, and Assignee wishes to accept this Assignment.

The Parties, therefore, in consideration of the obligations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. ASSIGNMENT.

Under the terms and conditions herein, Assignor assigns and transfers to Assignee all of Assignor's right, title, and interest in, and delegates to Assignee all of Assignor's duties and obligations under the Lease as tenant. The transfer of the Lease will become effective as of January 1, 2024.

2. ASSUMPTION OF RIGHTS AND DUTIES; CONSENT NOT A RELEASE; RENEWAL TERMS.

As of the effective date, Assignee assumes all rights, duties and/or obligations under the Lease as tenant thereunder, including the obligation to pay all rent and other fees due under the Lease. Assignee further agrees to perform all terms, covenants, obligations, and conditions from the effective date throughout the remainder of the Lease and any renewal or extension term.

Pursuant to paragraph 30 of the Original Lease, Assignor shall not be released from, and shall remain liable for the payment of the rent provided for herein and for the performance of the agreements, terms, conditions and covenants of the Lease undertaken to be kept and performed by the Tenant.

Notwithstanding the foregoing, Assignor shall be released from and shall have no further liability for obligations of Tenant which arise after the current term, i.e. Assignor shall have no obligation for any further renewal term or extension of the Lease.

Pursuant to the Renewal Agreement, Assignee, when the current lease expires on July 31, 2024, shall have the option to extend the Lease for two 5-year terms, with base rent to increase three percent (3%) per year. Assignee agrees to give Landlord written notice of intent to renew the Lease at least four months before the end of the then current Lease term. All other terms and conditions of the Lease will remain the same as contained in the original Lease.

3. ASSIGNMENT OF SECURITY DEPOSIT.

Assignor has on deposit with Landlord the sum of FOUR THOUSAND FORTY-EIGHT DOLLARS (\$4,048.00) as security deposit for the full and faithful performance of the Lease and will have the right to request any portion of the security deposit from Landlord, less any sums used or applied upon the default of rent or for any sum which may be held and administered pursuant to the terms of the Lease.

Assignee, contemporaneously with the execution of this Assignment, shall deposit FOUR THOUSAND NINE HUNDRED FIFTY-THREE DOLLARS AND 13/00 (\$4,953.13) with Landlord as security for the full and faithful performance by the Assignee of all terms of the Lease ("Security Deposit") to be held and administered pursuant to the terms of the Lease.

4. INDEMNIFICATION.

(a) Assignor shall indemnify Assignee against any award, charge, claim, compensatory damages, cost, damages, exemplary damages, diminution in value, expense, fee, fine, interest, judgment, liability, settlement payment, penalty, or other loss (a "Loss") or any attorney's or other professional's fee and disbursement, court filing fee, court cost, arbitration fee, arbitration cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification (a "Litigation Expense") arising out of Assignor's uncured defaults under the Lease occurring prior the effective date.

(b) Assignee shall indemnify Assignor against all Losses or Litigation Expenses relating to the Lease, except if those Losses or Litigation Expenses arise from Assignor's failure to perform its obligations under the Lease before the effective date.

(c) Assignee shall indemnify Assignor against all Losses or Litigation Expenses attributable to the acts or omissions of Assignee or its agents, contractors, or employees with respect to the Premises or any activities on the Premises. This indemnification will survive the termination of the Lease and this Assignment.

5. CONTINUING EFFECTIVENESS OF LEASE.

This Assignment is made on the understanding that all other terms of the Lease remain in full effect, including the prohibition against further assignments and subleases without Landlord's express written consent.

6. ASSIGNOR'S REPRESENTATIONS.

Assignor represents and warrants that:

(a) it has not previously assigned, encumbered, or otherwise alienated all or any portion of the Premises or the Lease;

(b) except for the Landlord and Assignor, there are no parties in possession or occupancy of the Premises or any part of them, and there are no parties with possessory rights on the Premises or any part of them.

7. CONDITION OF PREMISES.

Assignee has examined and inspected the Premises and accepts them "as is" and in their present condition with all faults. Except as provided in this Assignment, Landlord and Assignor make no representations, covenants, or guarantees about the status, nature, or condition of the Lease or the Premises.

8. ASSIGNMENT FEE.

Pursuant to Paragraph 30 of the Original Lease, Tenant shall pay Landlord a minimum assignment fee in the amount of ONE THOUSAND and 00/100 DOLLARS (\$1,000.00). Assignee shall pay the Assignment Fee and deliver the same to Landlord contemporaneously with this Assignment.

9. GUARANTY.

Contemporaneously with the execution of this Assignment, Assignee shall cause the delivery to Landlord of a personal guaranty on behalf of Assignee's principals in the form attached hereto as Exhibit B (the "Guaranty").

10. INTERPRETATION.

In interpreting the language of this Assignment, the parties shall be treated as having drafted this Assignment after meaningful negotiations. The language in this Assignment will be construed as to its fair meaning and not strictly for or against either party.

11. GOVERNING LAW.

(a) Choice of Law. The laws of the state of Colorado govern this Assignment (without giving effect to its conflicts of law principles).

(b) Choice of Forum. Both Parties consent to the personal jurisdiction of the state and federal courts in Adams County, Colorado.

12. AMENDMENTS.

No amendment to this Assignment will be effective unless it is in writing and signed by a party or its authorized representative.

13. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) Counterparts. The parties may execute this Assignment in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) Electronic Signatures. This Assignment, agreements ancillary to this Assignment, and related documents entered into in connection with this Assignment are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

14. SEVERABILITY.

If any one or more of the provisions contained in this Assignment is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this Assignment, but this Assignment will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this Assignment to be unreasonable.

15. NOTICES.

(a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this Assignment shall give that notice in writing and

use one of the following types of delivery, each of which is a writing for purposes of this Assignment: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) Addresses. A party shall address notices under this section to a party at the following addresses:

If to Assignor:

CJB Eats Inc dba High Plains Diner/ASSIGNOR

Mailing Address: 8101 Tamarac Ct. Thornton, CO 80602

If to Assignee:

CND Eats LLC dba High Plains Diner/ASSIGNEE

Mailing Address: 11663 Fraser St. Commerce City, CO 80603

Email: dnicholas18@gmail.com / mail@cmnicholas.com

Phone Number: (970) 778-7886 / (970) 361-6633

(c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

16. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Assignment will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

17. ENTIRE AGREEMENT.

This Assignment constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this Assignment. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this Assignment are expressly merged into and superseded by this Assignment. The provisions of this Assignment may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this Assignment by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this Assignment. Except as set forth expressly in this Assignment, there are no conditions precedent to this Assignment's effectiveness. The recitals set forth at the beginning of this Assignment are hereby incorporated herein.

18. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this Assignment contemplates or to evidence or carry out the intent and purposes of this Assignment.

Each party is signing this Assignment on the date stated opposite that party's signature.

Date: 12-11-23

Assignee: CND Eats LLC dba High Plains Diner

Signature: Darcie L Nicholas

By: Darcie L Nicholas

Title: Manager

Date: 12/11/23

Assignee: CND Eats LLC dba High Plains Diner

Signature: Christopher M Nicholas

By: Christopher M Nicholas

Title: Manager

Date: 12/11/2023

Assignor: CJB Eats Inc dba High Plains Diner

Signature: Clinton G Hogue

By: Clinton G Hogue

Title: President

LANDLORD'S CONSENT

Landlord hereby consents to and agrees to be bound by the terms and conditions of the Assignment and to Assignee's assumption of Assignor's obligations under the Lease.

I acknowledge receipt of the Security Deposit, Assignment Fee, and Guaranty.

Date: 12/12/23

M&S Kim, LLC

Signature: 

By: Florence Kim

Title: Manager

EXHIBIT A

Attach copy of Lease

EXHIBIT B
GUARANTY

The undersigned guarantors ("Guarantor"), hereby unconditionally guarantees to Landlord the prompt and full payment and performance of all obligations of the Tenant and Assignee, CND Eats LLC, outlined in the lease agreement for commercial property located at 100 E. Bennett Ave., Unit 2, Bennett, Colorado 80102, dated July 24, 2014, renewed effective on August 1, 2019, together with all amendments, assignments, extensions, or modifications thereto existing now or in the future (the "Lease").


This Guaranty is being executed in order to induce Landlord to approve the Assignment of the Lease.

Guarantor's Obligations under this Guaranty are absolute and continuing and shall not be affected or impaired if Landlord amends, renews, extends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any tenant, assignee, or third party or any of Landlord's rights against any tenant, assignee, or third party or collateral. In addition, Guarantor's obligations under this Guaranty shall not be affected or impaired by the death, incompetency, termination, dissolution, insolvency, business cessation, or other financial deterioration of any tenant, assignee, or third party.

Terms not defined herein shall have the meanings ascribed to them in the Lease.

Date: 12-11-23

GUARANTOR(s):



Darcie L Nicholas, AN INDIVIDUAL



Christopher M Nicholas, AN INDIVIDUAL

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CND Eats LLC

is a

Limited Liability Company

formed or registered on 08/25/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20231892280 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/09/2023 that have been posted, and by documents delivered to this office electronically through 12/13/2023 @ 09:02:56 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/13/2023 @ 09:02:56 in accordance with applicable law. This certificate is assigned Confirmation Number 15567151 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

BENNETT LICENSING AUTHORITY

FINDINGS AND DECISION



WHEREAS, the Board of Trustees of the Town of Bennett, as the Local Licensing Authority of the Town of Bennett, Colorado, acting pursuant to Article 47 of Title 12 of the Colorado Revised Statutes of 1973, as amended (the “Liquor Code”), has conducted a public hearing on February 27, 2024, on the question of whether it should approve or disapprove the application for a Colorado Liquor Retail License – Transfer of Ownership for CND Eats LLC d/b/a High Plains Diner, at 100 East Bennett Avenue Unit #2, Bennett, Colorado; and

WHEREAS, the Local Licensing Authority has given notice of said public hearing by publication and posting; and

WHEREAS, a record has been made and considered by the Local Licensing Authority, which record includes the Town Clerk’s file containing the application and other required documentation and includes the exhibits presented at the public hearing and the testimony presented by the applicant and other interested parties.

NOW, THEREFORE, the Local Licensing Authority on the basis of the record and on the basis of the testimony presented at the public hearing has determined that the application for a Colorado Liquor Retail License – Transfer of Ownership for CND Eats LLC d/b/a High Plains Diner, at 100 East Bennett Avenue Unit #2, Bennett, Colorado, should be and is hereby approved based on the following findings:

1. The Town Clerk’s Office established the neighborhood as shown in the Clerk’s file, which has been made part of the total record in this case;
2. The application is in proper form and contains all of the information required by the Liquor Code and applicable regulations and ordinances;
3. The license is a proper type of license to be issued;
4. Notices of public hearing were duly published and posted as required by law;
5. The applicant’s character, record and reputation are satisfactory;
6. The applicant sustained the burden of proof that the proposed granting of a Colorado Liquor Retail License – Transfer of Ownership would be consistent with the desires of the adult inhabitants and the reasonable requirements of the neighborhood;
7. The proposed premises is not within 500 feet of any public or parochial school or the principal campus of any college, university or seminary;
8. That the health, safety and welfare of the neighborhood will not be adversely affected should the license be issued;
9. All State and Town statutes, codes, ordinances and regulations have been met or are satisfied.

The appropriate officials of the Town of Bennett Local Licensing Authority are hereby authorized and directed to issue the license as soon as all legal prerequisites have occurred. The Town Clerk is hereby directed to mail a copy of the Findings and Decision to the applicant as provided by law.

PASSED, SIGNED AND APPROVED THIS 27TH DAY OF FEBRUARY 2024.

TOWN OF BENNETT, COLORADO
LOCAL LICENSING AUTHORITY

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, CMC
Town Clerk

Suggested Motion to Grant Application

I move that the Local Licensing Authority of the Town of Bennett approve the application for a Transfer of Ownership submitted by CND Eats, LLC. d/b/a High Plains Diner for a hotel and restaurant liquor license at 100 East Bennett Avenue, Unit #2 in Bennett Colorado.

Suggested Motion to Grant Application with Conditions:

I move that the Local Licensing Authority of the Town of Bennett approve the application for Transfer of Ownership submitted by CND Eats, LLC. d/b/a High Plains Diner, for a hotel and restaurant liquor license at 100 East Bennett Avenue, Unit #2 in Bennett, Colorado subject to the following condition[s]:

Suggested Motion to Deny Application:

I move the Attorney for the Local Licensing Authority be directed to prepare draft findings and conclusions, and an Order denying the application, for the Authority's consideration and final action at its next regular meeting to be held on March 12, 2024.

NOTE: Next meeting must be within 30 days, or a special meeting must be called. C.R.S. 12-47-312(3).

To The Board of Trustees

Here we are another year has gone by. I am requesting forgiveness for the rent for 2024 on behalf of the Bennett Community Food Bank.

Our numbers have increased from around 60 families a month to around 150 families a month which consists of 640 individuals. We appreciate all the support that we have received from individuals, businesses, organizations, schools, & churches along the I-70 corridor. We also appreciate being able to operate out of the community center. Our last state inspection, the lady from the state made the remark that the community center was the perfect place for a food bank.

I would like to say a big "Thank You" to the board of Trustees for all your support.

God Bless!
Flora Goodnight

RESOLUTION NO. 1004-24

**A RESOLUTION APPROVING RENT FORGIVENESS FOR THE BENNETT
COMMUNITY FOOD BANK**

WHEREAS, the Town of Bennett and the Bennett Community Food Bank, Inc. (the “Food Bank”) previously entered into a Lease Agreement dated January 10, 2017 for the lease of a portion of the Bennett Community Center located at 1100 West Colfax Avenue, Bennett, CO 80102 for the operation of a food bank serving residents in the Bennett area, a First Amendment to the Lease dated June 30, 2017, and a Second Amendment to the Lease dated February 8, 2022 (collectively the “Lease Agreement”); and

WHEREAS, the Lease Agreement allows the Food Bank to apply to the Town for rent forgiveness on an annual basis; and

WHEREAS, in consideration of the continuing community benefit provided by the Food Bank, the Town is willing to forgive the rent due from the Food Bank in 2024.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF
THE TOWN OF BENNETT, COLORADO:**

Section 1. The Town agrees to forgive the rent to be paid by the Food Bank pursuant to the Lease Agreement for the period of January 2024 through December 2024. The Food Bank may apply to the Town for future rent forgiveness on an annual basis.

INTRODUCED, READ AND ADOPTED THIS 27th DAY OF FEBRUARY 2024.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, CMC
Town Clerk

Suggested Motion

I move to approve Resolution No. 1004-24 – A resolution approving rent forgiveness for the Bennett Community Food Bank.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Daymon Johnson, Capital Projects Director
DATE: February 27, 2024
SUBJECT: RFP 23-009 – Safe Streets and Roads for All (SS4A) Engineering Contract

Background

The Town of Bennett understands our responsibility in eliminating fatal and serious crashes for all roadway users, including those who walk, bike, drive, ride Via Mobility and travel by other modes in our community. As a recent recipient of the SS4A Action Plan Grant, the Town is excited to start this work to help make our roadways safer.

As a part of this a Comprehensive Safety Action Plan (CSAP) will provide a framework of strategies and implementation actions intended to reduce transportation-related fatalities and serious injuries while also supporting federal safety initiatives. The CSAP will identify safety issues and specific actions that can be implemented to improve safety for people traveling by any mode throughout the Town. The plan will develop recommendations for both motorized and non-motorized modes in the roadway network as well as other elements including land use, transit, freight and other community factors to create a comprehensive course of action. Once complete, the CSAP will guide the Town of Bennett, as well as potential partners at the county and state levels, to apply for implementation (capital construction) discretionary grant funds through the SS4A initiative.

The Town issued a request for proposal (RFP) 23-009, for the Engineering phase of the SS4A project initially, in the late summer of 2023. That RFP didn't receive any submittals from interested prospects. This RFP was eventually completely reworked and reissued under the same RFP number of 23-009 on December 4, 2023. This RFP was open until January 4, 2024. Staff solicited interested parties via email and phone calls and during multiple discussions we were told that getting proposals put together by the January 4, 2024 bid date would be difficult.

After hearing this several times, the Town issued an addendum that extended the bid deadline to Thursday, January 18, 2024, in hopes that would secure proposals from multiple firms. That addendum helped and ensured we would get multiple bidders to respond to this RFP.

Summary of RFP Bids

The Town received the following qualified responses:

Firm	Price	Staff Score Average
Y2K Engineering, LLC	\$100,000.00	91
Bolton & Menk, Inc.	\$99,791.00	81
Bohannan & Huston	\$99,500.00	80

Overall, all the proposals that town received were incredibly well put together and very thorough. So much so, that as I reviewed these proposals, I had to help deciding which proposal was the best. With

pricing being virtually identical across the three bidding firms, it came down to the bidding firm's staff, their staff experience and assistance with future grant opportunities. I had Trish Stiles, Dan Giroux and Greg Thompson assist me in scoring each of these proposals.

In the end the staff all scored very favorably for Y2K Engineering, LLC. And they were chosen to be our engineer for the SS4A Comprehensive Action Plan.

Staff Bid Review

Staff has called references and reviewed all companies that responded to the RFP. Y2K Engineering, LLC has a very solid record of delivery and work with CDOT that will prove to be invaluable as we move forward throughout this process.

Staff feels comfortable with Y2K Engineering, LLC being our partner on this and are all looking forward to getting work started as expediently as possible.

Staff Recommendation

Staff recommends the Board authorize the Mayor and the Town of Bennett to enter into a standard Town contract agreement with Y2K Engineering, LLC in an amount not to exceed \$100,000.00 for the compilation of the Comprehensive Safety Action Plan for the SS4A program.

Attachments

1. RFP 23-009
2. Bid submittal from Y2K Engineering, LLC

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance:

Project Number:

23-009

RFP Title:

SS4A: Transportation Safety Action Plan

Proposals Due:

January 4th, 2024, 4:00 p.m., Local Time

Submit Proposals to:

tstiles@bennett.co.us

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

For Additional Information Please Contact:

Trish Stiles, Town Manager

(303) 644-3249 Ext. 1009

Email: **tstiles@bennett.co.us**

Documents Included in This Package:

RFP Cover Sheet

Project Background and Specifications

RFP Instructions

Terms and Conditions

Special Terms and Conditions

Pricing Form

Submission Form

Substitute Form W-9

Sample Agreement

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

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, and (3) the proposal is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____

Address: _____ City/State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone: _____

Authorized Representative's Signature: _____ Phone: _____

Printed Name: _____ Title: _____ Date: _____

Email Address: _____

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

The Town of Bennett, Colorado, is soliciting proposals from interested and qualified planning and consulting engineering firms to conduct a SS4A (Safe Street and Roads for All) Comprehensive Safety Action Plan relating to traffic and mobility, commonly referred to as a “Vision Zero” initiative, as described in this Request for Proposals (“RFP”). The Town recently completed its first master transportation plan and will be building on that plan to further the analysis of the Town’s transportation network to identify and prioritize transportation improvements. This project will be funded with a Safe Streets and Roads for All (SS4A) Action Plan Grant and has a not-to-exceed budget of \$100,000.

This RFP is a competitive bid based on respondent qualifications, service capabilities and price, and other factors to select a consultant that best meets the needs of the Town. It is not a competitive bid based solely on price. 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”).

II PROJECT DESCRIPTION

A comprehensive safety action plan (CSAP) is a powerful way to prioritize safety improvements and justify investment decisions within area jurisdictions. These plans can serve as the basic building block to significantly improve roadway safety by reducing and eliminating serious injury and fatal crashes, communicating and collaborating with stakeholders and community members, and providing information on funding opportunities.

As a recent recipient of a Safe Streets and Roads for All (SS4A) Action Plan Grant, the CSAP will provide a framework of innovative strategies and implementation actions intended to reduce transportation-related fatalities and serious injuries while also supporting federal safety initiatives. The CSAP will identify safety issues and specific actions that can be implemented to improve safety for people traveling by any mode throughout the Town. The plan will develop recommendations for both motorized and non-motorized modes in the roadway network as well as other elements including land use, transit, freight, and other community factors to create a comprehensive course of action.

The plan will address federal and state regulations, including design guidance as well as performance management goals, measures, and targets, and will promote equitable outcomes.

As noted, this plan will be funded through an Action Plan Grant through the Safe Streets and Roads for All (SS4A) discretionary grant program. The purpose of this program, established by the Bipartisan Infrastructure Law (BIL), is to support local initiatives to prevent death and serious injury on roads and streets, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators. Once complete, the CSAP will guide the Town of Bennett, as well as potential partners at the county and state levels, to apply for implementation (capital construction) discretionary grant funds through the SS4A initiative.

The Town of Bennett understands our responsibility in eliminating fatal and serious crashes for all roadway users, including those who walk, bike, drive, ride Via Mobility and travel by other modes in our community. We are committed to a holistic approach in how we think about transportation safety and

how we prioritize investments across the entire transportation system so that we can build a safe and better system for all users of all modes.

As an agency, our goal is not only to develop a comprehensive and impactful SS4A Action Plan but also to position ourselves as a highly competitive candidate for implementation grant funds once the plan is adopted. We recognize that securing grant funding is essential for the successful execution of the action plan and for achieving our sustainability objectives. In selecting a consultant, our primary objective is to find a partner whose expertise and experience will leverage our chances of securing valuable implementation dollars for the successful execution of the Town's SS4A Action Plan.

The goal will be to develop a comprehensive safety action plan that is founded upon the following:

- Stakeholder and public engagement plan, with a strong emphasis on equity and outreach to all members of our community.
- Data collection and review, including a summary of existing programs, policies, and studies as well as a peer review of comparable areas.
- Safety analysis, including an analysis of regional trends, contributing factors, and patterns of transportation-related accidents in the Town.
- Transportation equity review, including an assessment of equity indicators related to accessibility, connectivity, environment, health, engagement, and effectiveness, and how transportation systems affect and/or influence safe and equitable outcomes.
- GIS Dashboard and toolkit, including graphic visualizations that illustrate safety countermeasures, context-sensitive solutions, user educational components, and performance measure tracking. All Town capital improvements are entered into our GIS database and strategic plan known as CAIMP. The GIS dashboard will also be entered into the database.
- Implementation strategy for implementing safety measures including:
 - Policies, programs, innovative practices, and low-cost/high-impact strategies; and
 - Specific construction projects with scope, budget, and time frame.

III SCOPE OF WORK

The Town of Bennett is seeking a consultant that can not only provide the typical qualifications necessary in the development of the CSAP but can be proactive and offer vision, innovation, and collaboration in examining and proposing strategies and recommendations that will ensure a reduction of fatal and serious crashes for all roadway users.

Outlined below is the scope of work that will guide the development of the CSAP. The Town has included the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development. This outline is not necessarily all-inclusive and the consultant may include in the proposal any additional performance tasks that will integrate innovative approaches to successfully complete the CSAP. At a minimum, the consultant shall be expected to establish detailed outlines, analyses, assessments, and recommendations for the tasks below. However, Firms submitting proposals are not discouraged from revising and improving the request for proposal, including the project tasks, and from making subsequent modifications of the proposal before submission as a demonstration of their expertise and competence with quality consulting work and procedures. The final Comprehensive Safety Action Plan must, at minimum, include the following components:

Task 1: Project Structure and Work Plan.

Building on the scope of work presented in their proposal, and incorporating any relevant changes made during contract negotiations, the consultant will prepare a detailed work plan and the achievable timeline for the CSAP anticipated to be completed by November 2024. The work plan will outline the overall approach, as well as specific actions and activities that will occur during the project and how these will result in a successful conclusion to the study.

Task 2: Project Management and Coordination.

The consultant shall be required to manage the study and coordination with any subconsultants, as well as bear responsibility for all documentation and equipment needs. The consultant will identify a project lead from their team to act as the direct point of contact for the Town’s project manager. This task will also include regular progress meetings with the Town, the preparation of monthly progress reports, documentation of travel and expense receipts, and the preparation and submission of invoices. When submitting progress reports, the consultant will be required to outline the following:

- Performed work;
- Upcoming tasks or milestones;
- Status of scope and schedule; and
- Any issues to be aware of.

Development of the CSAP will be guided by a Study Review Committee (SRC), which will provide oversight and input into study assessments, analyses, policies, and recommendations. The consultant should expect up to five meetings with the SRC. The consultant shall be responsible for the preparation and coordination of all data collection, data analysis, technical memorandum, and draft documents for the SRC.

The Town shall be responsible for coordinating and scheduling SRC meetings and assisting the consultant in developing agendas. The consultant will be expected to work closely with the Town on the coordination and distribution of materials to the SRC as applicable to consultant work tasks, as well as be responsible for the recording of meeting minutes.

The SRC is scheduled to be comprised of the Town Manager, Deputy Town Manager, Town Engineer, Director of Capital Project, Director of Community and Economic Development, and other Town Consultants engaged in Transportation related matters. County and State partners may also be included on the SRC.

Task 3: Stakeholder and Public Engagement Program.

The consultant will develop and implement a detailed stakeholder and public engagement program that seeks to gain authentic and meaningful public input from community members. A strong emphasis shall be placed on equity and outreach to historically marginalized communities, and economically disadvantaged communities in the Town.

At minimum, the stakeholder and public engagement program should address the following:

- Identification of, and engagement activities for, key communities that may be disproportionately impacted by traffic risks and traditionally underserved by safety efforts;
- Specific activities for reaching identified stakeholder groups and engagement strategies that inform, involve, and empower stakeholders and the public;
- Examination of perceived safety culture and concerns in the Town and nearby areas;
- Timeline for stakeholder and public engagement activities;

- Communication methods for sharing information with residents and community members; and
- Strategy for effective and consistent messaging.

The consultant is encouraged to utilize creative methods, opportunities, and activities when collaborating, engaging, and informing stakeholders and the public, especially for communities disproportionately impacted and traditionally underserved.

Task 4: Data Collection and Review.

The consultant will review existing, programs, policies, and activities, as well as the new Master Transportation Plan and provide a summary of current efforts to address transportation safety. The consultant should also review strategies that other cities and counties are using to address safety, identify programs that have evidence of measurable success, and provide an assessment of the most effective and efficient methods used to achieve outcomes.

As part of this task, the consultant should at minimum:

- Review existing local, regional, state, and federal plans, studies, and initiatives related to roadway safety improvements to identify opportunities to improve processes for prioritizing transportation safety and collaboration that could lead to improved effectiveness of safety analysis, project development, and implementation;
- Assess the quality and completeness of existing available data including crash, transportation, land use, and demographic data; and
- Develop recommendations based on literature, policy, and data review on best analysis strategies and data requirements.

Task 5: Safety Analysis.

The consultant will conduct an analysis of existing safety conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries in the Town. This safety analysis shall include an examination of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (personal motorists, bicyclists, pedestrians, freight, etc.).

An analysis of systemic and specific safety needs should also be performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). The analysis should include all roadways within the Town, without regard for ownership.

Task 6: Transportation Equity Review.

The consultant will perform a transportation equity review to better understand how current transportation systems, services, and decision-making processes impact the lives of all users, including underserved and underrepresented communities. This should include an analysis of systems, services, and processes that support safe and easy-to-use multimodal options, amenities that are accessible to all populations for reaching destinations independently, and strategies to reduce socioeconomic disparities experienced by underserved and underrepresented communities.

As part of this task, the consultant should develop and assess regional transportation indicators that easily measure transportation barriers in the Town of Bennett and surrounding nearby area and/or potential structural inequalities that different population groups may face. These indicators should include, at minimum:

- Accessibility;
- Connectivity;
- Effectiveness;
- Environment;
- Health;
- Mobility;
- Safety; • Level of community engagement; and
- Other equity indicators, as required.

Task 7: Dashboard and Toolkit.

The consultant will establish a process and create a publicly accessible tracking mechanism in the form of a dashboard as a means to monitor safety outcomes and evaluate which safety measures are most effective. The consultant will also develop a safety toolkit with graphic visualizations that illustrate safety countermeasures, context-sensitive design solutions, and user educational components tailored for the region. All information shall be input into the Town’s CAIMP GIS system.

Task 8: Implementation Matrix.

The consultant will develop an implementation matrix that identifies potential projects, strategies, and recommendations for future grant opportunities, measures that can be included in regular maintenance cycles, and potential updates to better align with safety best practices. The implementation matrix will recognize the needs of all users of the Town’s transportation system and other parts of the regional transportation system, potential projects that are feasible and applicable for grant funding, conceptual infrastructure improvements with estimated costs, and schedule for implementation.

After Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.

Strategies and recommendations shall consider and outline fiscal and staff time resources necessary for a continued, sustained, and successful effort to achieve traffic safety goals and meet SS4A objectives after plan adoption. A project readiness timeline for each strategy and project should be included for short-term (0-5 years), mid-term (5-10 years), and long-term (10+ years).

Task 9: Administrative Draft and Final Plan.

The consultant will prepare an administrative draft of the CSAP for review and comment by the SRC. This draft is to be provided as an electronic PDF to SRC members. Comments received from the SRC will be incorporated into the final plan. Upon final review and consent by the SRC, the consultant will develop a final report that is succinct and visually appealing, easy for policymakers and stakeholders to understand, and communicates action plan strategies and recommendations. The report should be able to be used both digitally and in hard copy format. This may take the form of separate print and web formats. Specifically, the consultant should develop a final report that:

- Is organized and communicates a clear message both graphically and with accompanying text;
- Is easy to read and understand; and
- Explains key implications as they relate to policies, programs, practices, strategies, infrastructure projects, funding, and other recommendations. The consultant shall provide the Town with appropriate presentation materials for final review and approval of the CSAP and provide to other jurisdictions as appropriate. Consultant shall be responsible for presenting and achieving final recommendations and approval of the study.

Task 10: Executive Summary/Fact Sheet.

Upon completion of the CSAP, the consultant shall develop a brief executive summary or fact sheet in PDF format which relays all pertinent information in an easy-to-follow format. The summary should be concise and highly graphic, highlighting major assumptions, strategies, and recommendations. Task 11: Deliverables. Upon final project completion, the consultant will be responsible for providing a high-resolution document in PDF format. The consultant is also expected to provide the Town with all data and study products. All meeting summaries and technical analyses should be included as an appendix of the study.

NOTE: If the consultant wishes to modify or include additional tasks deemed necessary to complete the study, this must be agreed to by the Town before issuing the notice to proceed.

IV PROJECT SCHEDULE

The Town of Bennett projects that the CSAP process should take around 10-12 months to complete. Please provide an anticipated schedule for meeting the Tasks outline above in the scope of work. Preliminarily, schedule dates are as follows:

Project Start Date:	February 1, 2024
Baseline Analysis Report:	June 17, 2024
Planned Draft Action Plan (Staff Review):	September 18, 2024
Final Action Plan Completion:	October 9, 2024
Council Presentation & Adoption:	October 22, 2024
Final Invoices & Closeout of Project:	November 15, 2024

RFP INSTRUCTIONS

I QUESTIONS ABOUT RFP

All inquiries regarding this RFP shall be made in writing to **Trish Stiles, Town Manager, tstiles@bennett.co.us** no later than three (3) 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 shall be the responsibility of the Proposer to obtain all addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of Proposals, an addendum will be issued announcing the new date.

III CONTENTS OF PROPOSAL

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

1. Name(s) of proposed firm and/or individuals to provide services including background and experience with emphasis in municipal or other government work highlighted.
2. Detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP.
3. Timeline for completion of the requested services, including all public outreach and stakeholder meetings, identifying milestones for development of the project, and completion of individual tasks.
4. Breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed pricing form as described in the Terms and Conditions.
5. List of projects with similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
6. List of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned.
7. Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project
8. Required Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE) Firms participation documentation, if applicable.
9. Provide a list of other municipal clients with whom you have worked in the past five years.
10. Identify any services or methods of approach you use that would make you more qualified for this project or would give you a competitive edge.
11. Describe the support services the Town would receive from you or your firm if selected and back-up coverage in your absence.
12. Please provide the name of your professional liability insurance carrier and the limits of your professional liability Insurance.
13. Please disclose any potential conflicts of interest.

14. Provide at least three references, preferably from local governments or other political subdivisions
15. Signed copy of the cover page of this RFP (page 1 of this RFP)
16. Completed Submission Form (form attached)
17. Completed Sample W-9 (form attached)
18. 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: **Trish Stiles, Town Manager**
Town Hall
207 Muegge Way
Bennett, CO 80102-7806
Email: **tstiles@bennett.co.us**

Hand-delivered or mailed Proposals shall be submitted in a sealed envelope and clearly marked with the title of the RFP. *Note for this RFP specifically the pricing form must be Hand-delivered.

For emailed Proposals, include the RFP title in the subject line. **Please note that email responses are limited to a maximum of 15 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 the 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

The selection of a Proposer is in the sole discretion of the Town Board. The Town reserves the right to undertake its own investigation to evaluate a candidate. The Town shall have the sole discretion to accept or reject a proposal. Proposals shall be reviewed and evaluated by the Town Board, Town Staff and/or consultants who may request additional information from Proposers or request interviews with one or more Proposers. Final evaluation and selection may be based on, but not limited to any of the following:

1. Qualifications of the Proposer

2. Written proposal
3. Oral and written responses of client references
4. Interview with the candidate(s)
5. Reference checks
6. Ability of the Proposer to provide quality and timely services and products

VII ANTICIPATED SCHEDULE

The following activities and dates are tentative, and an outline of the time & process to be used by the Town to award contracts.

December 13, 2023	Issue Request for Proposal
January 4, 2024	Proposal Submittal Deadline
January 8, 2024	Bid Opening
January 11, 2024	Notice of Intent to Award
January 23, 2024	Town Board Meeting
January 24, 2024	Formal Award Notification
January 31, 2024	Award Contract

TERMS AND CONDITIONS

- 1. Responses to RFP.** All Proposals shall become the property of the Town upon receipt and will not be returned to the Proposer. Selection or rejection will not affect this right. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total Proposal will be considered confidential/proprietary.
- 2. Rejection Rights.** The Town reserves the right to reject all Proposals and re-solicit if deemed by the Town to be in its best interests, and to abandon the Project and this RFP at any time for any or no reason. The Town is not obligated to accept the lowest cost proposed, is not obligated to accept any Proposal, and will make its determination based on the best interests of the Town. The Town reserves the right to determine, in its sole discretion, whether any Proposal meets the needs or purposes intended and is within the approved budget. Also, to be considered are: quality of services; past experience with the Proposer; qualifications of the Proposer and/or subcontractors; services offered; equipment capability; maintenance considerations; long-range costs, delivery; and similar criteria.
- 3. Other Conditions; Reservation of Rights.** This is a solicitation and not an offer to contract. The provisions in this RFP and any procurement or purchasing policies or procedures of the Town are solely for the fiscal responsibility of the Town and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. The Town reserves the right to issue clarifications and other directives concerning this RFP, to make and issue modifications to the RFP schedule; to require clarification or further information with respect to any response or Proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any Proposer.
- 4. Proposer's Responsibilities.** Proposer shall make all investigations necessary to thoroughly inform themselves regarding the Project and are expected to examine the drawings, specifications, schedule of delivery, and all instructions. Failure to do so is at the risk of the Proposer.
- 5. Costs of Response Preparation and Other Charges.** Proposers are solely responsible for all costs of preparing their proposals and participation in this RFP, and the Town assumes no responsibility for payment of any expenses incurred by a Proposer as part of this process. For the selected firm, no reimbursement will be made by the Town for any costs incurred prior to full execution of a contract and issuance of written notice by the Town to commence Project services.
- 6. Agreement Required.** A written agreement will be required between the Town and the selected Proposer, such 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 contractor.
- 8. Pricing.** Proposers may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Proposers are encouraged to provide their prompt payment terms in the space provided on the Pricing Form. If no prompt payment discount is being offered, the Proposer shall enter a zero (0) for the percentage discount to indicate net thirty days.
- 9. 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.
- 10. Elimination from Consideration.** A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town. A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, for a minimum period of three years after this previous contract was terminated for cause.
- 11. 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 Proposer 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.
- 12. Sealed Pricing Form.** All proposals must be clearly identified and marked with the appropriate project name; inclusive of a separately sealed cost proposal per the requirements of this RFP. Pricing Forms shall be based on an hourly "not to exceed" amount and shall follow the general format as provided within this RFP. The Town may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the Proposer identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If the Town is unable to negotiate a contract for services negotiations will be terminated and negotiations will begin with the next most qualified Proposer. This process will continue until a satisfactory contract has been negotiated.
- 13. Debarment of Suspension Certification and Certification of Restriction on Lobbying.** See Exhibit A, Federal Clauses regarding Debarment of Suspension and Restriction on Lobbying.

- 14. Disadvantaged Business Enterprise.** Pursuant to Department of Transportation policy and 49 CFR Part 23, the Town of Bennett supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project. If the Consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in Colorado shall be included within the proposal. If the Consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the Subconsultant's certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.
- 15. US DOT Policy Statement on Bicycle and Pedestrian Accommodations.** Consultants are advised to review and consider the US DOT Policy Statement on Bicycle and Pedestrian Accommodation issued in March of 2010 when developing written proposals.
- 16. Additional Resources.** Respondents are encouraged to review project planning resources on the SS4A website at <https://www.transportation.gov/grants/SS4A/resources>.
- 17. Payments.** The selected consultant shall submit invoices for work completed to the Town of Bennett. Invoices must be submitted to invoices@bennett.co.us. Payments shall be made to the consultant by the Town in accordance with the contract after all required services and tasks have been completed to the satisfaction of the Town.
- 18. Federal and State Funds.** The services requested within this RFP will be funded with funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). As such, the services requested by this RFP will be subject to federal and state requirements and regulations. The services performed under any resulting agreement shall comply with all applicable federal, state, and local laws and regulations. In addition, this contract will be subject to the relevant requirements of 2 CFR 200.
- 19. Title VI Assurances.** Prospective consultants should be aware of the following contractual requirements regarding compliance with Title VI should they be selected pursuant to this RFP1:
 - a. Compliance with Regulations. The consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).
 - b. Nondiscrimination. The consultant, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall 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 A of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the consultant of the contractor's obligations to the Town and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.
 - d. Information and Reports. The consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit

access to its books, records, accounts, other sources of information and its facilities as may be determined by the Town to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Town, as appropriate, and shall set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance. In the event of the consultant's noncompliance with the nondiscrimination provisions as outlined herein, the Town shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:
 - i. Withholding of payments to the consultant under the contract until the consultant complies; and/or
 - ii. Cancellation, termination, or suspensions of the contract, in part or in whole.
- f. Incorporation of Title VI Provisions. The consultant shall include the provisions of Section XIII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The consultant shall take such action with respect to any subcontract or procurement as the Town, the U.S. Department of Transportation, or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the consultant may request the Town enter into such litigation to protect the interests of Town; and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 USC 324; age, 42 USC 6101; disability/handicap, 29 USC 790; and low income, EO 12898.

SPECIAL TERMS AND CONDITIONS

COMPETENCY OF CONTRACTORS: 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 the 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.

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.

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
			Total		\$0.00

Not to Exceed Total:

SUBMISSION FORM

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

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

Attn: Trish Stiles, Town Manager
RFP: 23-009

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

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

State percentage of prompt payment discount, if offered _____ %

State total bid price (include all items bid) _____

State total bid price with discount _____

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.

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

Vendor# _____

1 NAME OF FIRM:

NAME (Legal Name)

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

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

NAME (As it appears on invoice)

ADDRESS

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

STREET ADDRESS

CITY, STATE, ZIP

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

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

TAXPAYER IDENTIFICATION NUMBER (TIN)

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:

- (1) The number shown on this form is my correct Tax Identification Number, and
- (2) I am not subject to backup withholding.
- (3) 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 TAX PAYER 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 Manager

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 attached hereto as Exhibit A 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. 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 therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 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 with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Bennett, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Bennett, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property

damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of 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.
- 7.2 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. 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. 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

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.

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 WORKER WITHOUT AUTHORIZATION 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.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the Town:

Town of Bennett
Attn: Town Manager
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: _____

[See Following Page(s)]

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.

**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 _____)
) ss.
COUNTY OF _____)

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

EXHIBIT A

I FEDERAL CLAUSES



TOWN OF BENNETT

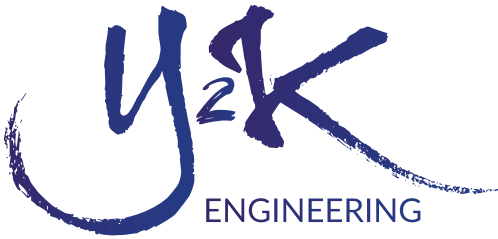
SS4A: TRANSPORTATION SAFETY ACTION PLAN

23-009

JANUARY 18, 2024

Y2K Engineering, LLC

Yung Koprowski, PE, PTOE, RSP, Principal
110 16th Street Mall, Ste 1400 | Denver, CO 80202
720.735.5855 | www.y2keng.com



Y2K Engineering, LLC

Yung Koprowski, PE, PTOE, RSP, Principal
(Officer authorized to bind the CONSULTANT)

110 16th Street, Suite 1400

Denver, CO 80202

T: 720.735.5855 / F: N/A

www.y2keng.com / ykoprowski@y2keng.com

January 18, 2024

Town of Bennett

ATTN: Purchasing

207 Muegge Way

Bennett, CO 80102

Attn: Trish Stiles, Town Manager

Subject: SS4A TRANSPORTATION SAFETY ACTION PLAN - RFP 23-009

Dear Ms. Stiles,

Y2K Engineering, LLC (Y2K), a Colorado certified DBE transportation planning and engineering firm, was founded in 2017 on the principle that every user of the road has the right to get to their destination safely regardless of age or mode choice. We are pleased to be considered as the consultant partner for the Town of Bennett Safe Streets for All (SS4A) Transportation Safety Action Plan project. Our approach to this project acknowledges the Town of Bennett's many unique and different facets of its regional transportation network while focused on meeting project goals within the needed timeframes.

We have assembled a team to provide the right blend of local knowledge, relevant experience, and national expertise for this project. The team will be led by **Rae Stephani, PE, PTOE, RSP₁**, and supported by a dynamic team of transportation engineers, planners, and safety experts to provide the interdisciplinary experience necessary to develop an effective safety action plan to meet the SS4A self eligibility requirements.

The Y2K team firmly believes that our knowledge and expertise in crash analysis, safe systems, implementation, and engagement make us the ideal partner for the Town of Bennett.

Thank you for your consideration for our team to serve the Town of Bennett for this critical safety planning effort. Please contact me if you have any questions regarding our statement of qualifications.

Sincerely,

A handwritten signature in blue ink that reads 'Yung Koprowski'.

Yung Koprowski, PE, PTOE, RSP₂

Principal

Y2K Engineering, LLC

The Y2K team has the expertise to analyze the current and emerging safety trends to identify key areas, countermeasures, development of strategies and tools to support the overarching goal of eliminating crashes, serious injuries, and fatalities on the Town of Bennett transportation system.



1. Firm Background and Experience

Y2K Engineering, LLC (Y2K) is a Colorado-certified DBE/SBE firm specializing in the fields of transportation planning and traffic engineering. **Y2K boasts extensive expertise in comprehensive Vision Zero planning, SS4A planning, and grant writing.** Y2K has developed and completed two Vision Zero plans, is working on two others currently and has secured two implementation grant funding projects through the SS4A program, showcasing our commitment to excellence in road safety and comprehensive safety action plans. We have a deep understanding of transportation planning and leverage technology tools to deliver projects with impactful solutions for our communities. At the heart of our transportation projects is an unwavering dedication to safety. We have a proven track record of consistently prioritizing safety and take pride in our contributions to various SS4A plans, grants, and road safety assessments.

Y2K Engineering has been at the forefront of safety analysis and the development of Roadway Safety Action Plans. Our team of twenty-five dedicated engineers and planners has been conducting citywide safety and crash analyses since our establishment in 2017. Our team, including many of our local Denver office staff, has authored both SS4A action plans and implementation grants, demonstrating our strong qualifications in this field. Our dedicated team has consistently demonstrated its commitment to enhancing safety as highlighted as examples of our previous work. Through rigorous safety analyses, we've meticulously assessed existing infrastructure and traffic patterns to identify potential hazards and areas for improvement. Our efforts have translated into the creation of comprehensive Safer Streets for All plans, aimed at reducing fatal and serious injury crashes, protecting pedestrians and cyclists, and fostering more accessible and equitable communities. Y2K Engineering's unwavering dedication to these initiatives underscores our mission to create streets that prioritize the well-being and safety of all residents, and we remain deeply committed to continuing this vital work in the years to come.

Y2K has significant experience in both qualitative and quantitative traffic safety analyses, including the identification of crash hot spots, crash analysis dashboarding, documentation of crash patterns over time, comparison of safety conditions to safety performance functions, and the development



SAFETY EXPERTISE - WALKING THE WALK

Y2K, and our proposed Project Manager, Rae Stephani, proudly holds the distinction of developing approved comprehensive Vision Zero and Safer Streets for All initiatives and safety plans having led planning efforts. Our dedication to enhancing road safety and reducing crashes has made a lasting impact on communities, setting a valuable precedent for the region's commitment to transportation safety and efficiency.



of safety-based recommendations. Y2K is passionate about safety and embraces the safe systems approach, with our mission to **Provide Value First**.

- **Y2K has extensive planning experience for transportation safety and active transportation including completing SS4A plans & grant applications.**
- **Y2K specializes in safety, civil engineering, and traffic engineering for both urban and rural transportation networks.**
- **Y2K uses state-of-the-art visualization and database analysis tools.**
- **Y2K has in-depth knowledge of crash coding procedures used by law enforcement.**
- **Y2K is an expert in pedestrian and bicyclist safety analysis, countermeasure identification, and emerging design practices.**

We are excited about the opportunity to work with the Town of Bennett to develop your Safer Streets and Roads for All (SS4A) Comprehensive Safety Action Plan (CSAP) that meets establishes safety goals and fosters a transformative culture of transportation safety in the community. Our team offers Town of Bennett the following benefits:



FOCUSED APPROACH

Y2K provides a dedicated approach uniquely customized for the Town, geared towards positioning you to access SS4A implementation funds and fostering equitable transportation solutions. Our comprehensive strategy also includes the provision of valuable resources empowering these opportunities for the betterment of the community.



SPECIALIZED EXPERTISE

Our specialized expertise in transportation safety planning, analysis, and design specific to recent SS4A opportunities includes mastery in crash analysis and reporting tools, as well as the preparation of SS4A implementation grants, planning grants, and self-certified safety plans in alignment with the SS4A eligibility checklist.



TRUSTED PARTNERSHIP

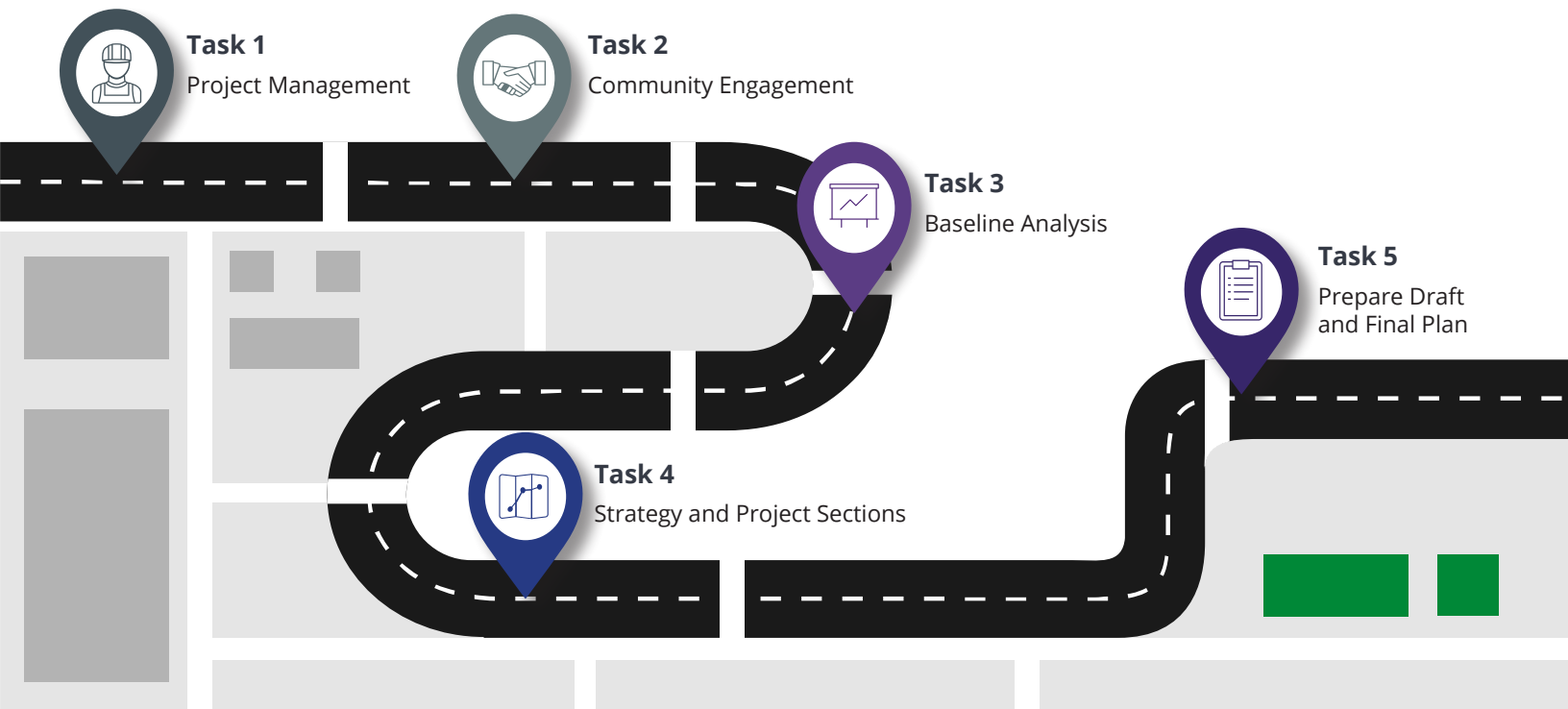
Y2K is recognized for our exceptional collaboration and consensus-building abilities. Our local team is skilled at swiftly translating direction into action, and we always go the extra mile to ensure project success. We are dedicated to achieving project objectives and consistently deliver high quality results within the given timeline and budget.



“ The Y2K Team is a highly qualified team of planners, communication professionals, engineers, analysts and designers.

2. Project Work Plan

Through our extensive expertise in traffic engineering and transportation planning, we have meticulously evaluated your proposed 11-task project structure for this study. Leveraging our in-depth understanding of effective project management and safety-focused interventions, we have identified key synergies and streamlined the project into a more efficient framework consisting of 5 tasks. Our approach aims to optimize resource utilization, expedite project timelines, and maintain a sharp focus on the overarching goal of creating safer streets for all. By condensing the tasks without compromising the integrity of the project, we demonstrate our ability to deliver results with precision and effectiveness, ensuring that your objectives are met in a timely and resource-effective manner.



Y2K Engineering (Y2K) was founded on the principle that equitable transportation solutions are at the heart of our communities, and **we believe that every user of the roadway network has the right to get to their destination safely regardless of age or mode choice.** From riding our bikes to work to dropping our children off at school, we are the end users of our transportation plans and designs. We are passionate about transportation safety and hold safety as a core value. We realize our firm's philosophy on safety by embracing an inclusive planning approach for safety action plans. Our overarching approach and methodology to develop and deliver the Town of Bennett CSAP will be centered around these principles:

- Lead with the data and analysis results and not preconceived notions
- Develop the project approach and goals by using the SS4A objectives, Safe Systems Approach, 6 E's of Safety: Engineering, Education, Enforcement, Encouragement, Evaluation, and Equity, NHTSA – Countermeasures that Work, and the Crash Modification Factors Clearinghouse.

- Work with the Study Review Committee (SRC) and stakeholders to determine vision, goals, and objectives specific for this CSAP.
- Recognize and align work efforts with the USDOT SS4A Self Certification Worksheet
- Work with Leadership, Stakeholders, and the Public for valuable input at key decision points in the planning process.
- Use safety, transportation planning, and implementation expertise as a resource to identify strategies that BEST meet the Town’s goals and values, and the known safety issues and risks.
- Tailor strategies that are implementable and cost effective to achieve CSAP goals.
- Include systemic safety countermeasures that can implemented through routine maintenance, development, and capital projects via adopted guidelines and standards.



“ We recognize how important it is to meet your grant commitments, and the requirements of the SS4A Self-Certification Eligibility Worksheet. The eligibility worksheet identifies three mandatory questions (3, 7, 9) the CSAP must answer ‘Yes’ to. The plan must also answer ‘Yes’ to at least 4 of the 6 remaining questions (1, 2, 4, 5, 6, 8) to apply for an Action Plan to be eligible for Implementation Grant funding. In this work plan section, we have identified the proposed work efforts that meet the requirements of the worksheet.



Self-Certification

S | S
4 | A

- 01** Are both of the following true?
- Did a high-ranking official and/or governing body in the jurisdiction publicly commit to an eventual goal of zero roadway fatalities and serious injuries?
 - Did the commitment include either setting a target date to reach zero, OR setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date?

- 02** To develop the Action Plan, was a committee, task force, implementation group, or similar body established and charged with the plan's development, implementation, and monitoring?

- 03** Does the Action Plan include all of the following?
- Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region;
 - Analysis of the location where there are crashes, the severity, as well as contributing factors and crash types;
 - Analysis of systemic and specific safety needs is also performed, as needed (e.g., high risk road features, specific safety needs of relevant road users; and,
 - A geospatial identification (geographic or locational data using maps) of higher risk locations.

- 04** Did the Action Plan development include all of the following activities?
- Engagement with the public and relevant stakeholders, including the private sector and community groups;
 - Incorporation of information received from the engagement and collaboration into the plan; and
 - Coordination that included inter- and intra-governmental cooperation and collaboration, as appropriate.

- 05** Did the Action Plan development include all of the following?
- Considerations of equity using inclusive and representative processes;
 - The identification of underserved communities through data; and
 - Equity analysis, in collaboration with appropriate partners, focused on initial equity impact assessments of the proposed projects and strategies, and population characteristics.

- 06** Are both of the following true?
- The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and
 - The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards.

- 07** Does the plan identify a comprehensive set of projects and strategies to address the safety problems in the Action Plan, time ranges when projects and strategies will be deployed, and explain project prioritization criteria?

- 08** Does the plan include all of the following?
- A description of how progress will be measured over time that includes, at a minimum, outcome data.
 - The plan is posted publicly online.

- 09** Was the plan finalized and/or last updated between 2018 and June 2023?

The Y2K team recognizes that the final scope of work and fee will be negotiated after the consultant is selected. If selected as the consultant team for this project, we look to learn how we can best work together to leverage and maximize all parties time and resources. Recognizing this, our proposed approach is flexible and can be adjusted to best meet the Town of Bennett's needs. The proposed deliverables for each task are identified in the project schedule, and approach is explained per Task in the following section.

Project Tasks & Schedule		9 Months from Notice to Proceed										Deliverables (includes Draft and Final versions)	
		1	2	3	4	5	6	7	8	9	10		
Task 1	PROJECT MANAGEMENT												"Project Work Plan 3 Detailed Quarterly Schedules"
1.1	Project Structure and Work Plan	●											
1.2	Project Management and Coordination	●	●	●	●	●	●	●	●	●	●	●	"Bi-Weekly Agendas and Minutes Monthly Progress Reports"
1.3	Study Review Committee (SRC) Meetings		●		●		●		●	●			Agendas, Minutes, and Presentations & Supportive Materials
Task 2	COMMUNITY ENGAGEMENT												
2.1	Stakeholder and Public Engagement Program						●						Website Content, Presentations & Supportive Materials, Summaries
Task 3	BASELINE ANALYSIS												
3.1	Data Collection and Review												"Planning Synthesis Technical Memorandum"
3.2	Safety Analysis												Safety Analysis, High Risk Network
3.3	Transportation Equity Review					●							"Systemic Equity Analysis Baseline Analysis Report"
Task 4	STRATEGY AND PROJECT SELECTION												
4.1	Safety Toolkit												Safety Toolkit Library
4.2	Implementation Matrix												Projects and Strategy Matrices, Time Ranges, Prioritization, Cost Estimates
4.3	Performance Dashboard												Performance Measure Dashboard
Task 5	PREPARE DRAFT AND FINAL PLAN												
5.1	Administrative Draft and Final Plan							●		●			"Draft & Final CSAP SS4A Eligibility Memo"
5.2	Executive Summary / Fact Sheet									●			Fact Sheet
5.3	Deliverables										●		Organized Native and Final Files Delivered Post Council Adoption

- KEY**
- Notice to Proceed
 - Client / Stakeholder Meeting
 - Deliverable
 - Community Event(s)
 - On-going Work Effort

Task 1: Project Management

Subtask 1.1: Project Structure and Work Plan

The Y2K Engineering (Y2K) team brings together the staffing and expertise to ensure this project can be successfully delivered on time and on budget. After consultant selection, Y2K Project Manager, Rae Stephani, PE, RSP₁ will coordinate with the Town’s Project Manager (PM) to develop a comprehensive and detailed work plan. This plan will lay out the steps and timeline (spanning 10 months) to complete the Comprehensive Safety Action Plan (CSAP) by December 2024. Our approach will integrate any modifications that arise during contract negotiations.



Meeting the CSAP completion schedule of December 2024

The proposed consultant team understands the layered decision making processes at municipalities and its stakeholders. Part of the project management plan will identify key decision points in the study effort, and who needs to be involved. This will support the project meeting it’s deadlines so the Town is poised to pursue 2025 SS4A Implementation Grant Funds.

Subtask 1.2: Project Management and Coordination



DETAILED 3-MONTH LOOK AHEAD

Ms. Stephani will put together detailed look ahead schedules that outline development of work, deliverables, decisions points, and meetings that provide transparency and accountability for all involved to ensure the project meets it’s schedule.

Project Tasks & Schedule	September				October				
	9	10	11	12	13	14	15	16	17
Stakeholder Working Group									
Final Draft of Stakeholder List(s)		●							
Determine Consultant and DOTI Staff and needs for In-Person or Virtual Meeting			●						
Schedule SWG meeting				●					
Draft & Send E-mail				D					
Draft Materials: Agenda, fact sheets, maps, Edits and Revisions to Materials					D				
Final						R	R		
E-mail Agenda and Materials to Stakeholder Working Group								F	
External SWG Meeting									X

Y2K will manage this study, coordinating with subconsultant, SCE Engineering, and taking responsibility for documentation and equipment needs. The Y2K PM will facilitate bi-weekly meetings with the Bennett PM to provide status updates, coordinate data needs, action items, and input needed for continued progress. Agendas and minutes will be prepared to track decisions, next steps, and action items.

FHWA representatives may join these meetings alongside Town of Bennett staff, if they wish.

Y2K will prepare monthly progress reports to accompany monthly invoices. These reports will include details on work performed, upcoming tasks, the status of the project’s scope and schedule, and any notable issues. Our previous experience with SS4A Comprehensive Safety Action Plans equips us to meet documentation expectations for FHWA reimbursement requirements.

Document control and records management form a foundational aspect of our approach. Leveraging Microsoft SharePoint Sites and a well-structured Work Breakdown Structure, the Y2K PM will organize project correspondence, contracts, and all versions of deliverables. This organized system is hosted on a cloud-based platform, offering accessibility to both our PM and the Bennett PM representatives as required. Our commitment to responsive communication is exemplified by our prompt acknowledgment of concerns within 4 business hours. These concerns are tracked in a transparent manner, each assigned a response date and responsible party. This approach fosters swift resolution and maintains a clear line of communication among all stakeholders.

Under the watchful eye of Yung Koprowski, PE, PTOE, RSP₂, our Principal-in-Charge, our Quality Assurance/Quality Control (QA/QC) process ensures the highest standards. Reviews, conducted by independent professionals at pivotal project milestones, guarantee that our deliverables are accurate and error-free. This meticulous approach aligns with our commitment to provide exceptional results.

Subtask 1.3: Study Review Committee (SRC) Meetings

The CSAP's development will be guided by a Study Review Committee (SRC), consisting of key town officials and potentially county and state partners. The SRC will provide critical oversight and input into study assessments, analyses, policies, and recommendations. This includes feedback on public engagement efforts, project vision, goals, objectives, detailed crash and equity analysis results, and draft prioritization and implementation strategies. This will ensure that the CSAP supports the vision of the community and is actionable. The SRC meetings will be held in advance of but in close proximity to the community engagement to ensure that information is being shared in a clear and transparent manner at each stage of engagement. After the CSAP is adopted, this group could continue and transition to be a Task Force/advisory board for implementation and monitoring of the Plan.

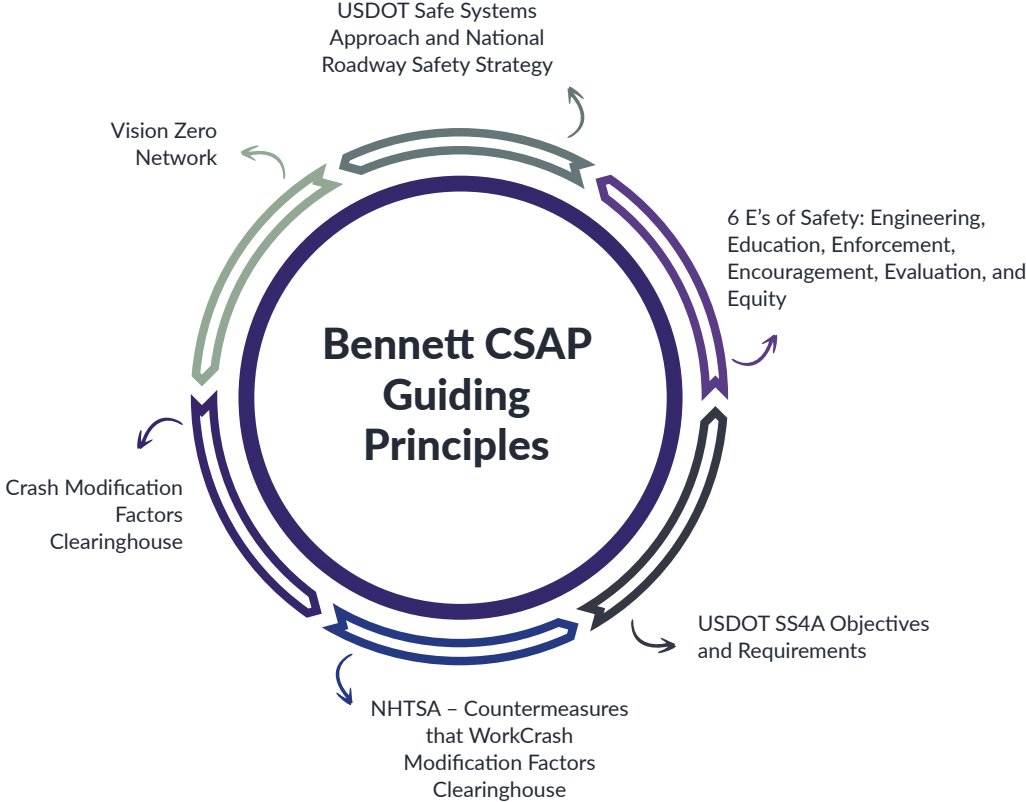
Y2K is responsible for up to five SRC meetings, preparing and presenting relevant materials. The Town will handle SRC meeting scheduling and logistics and help in developing agendas. Y2K will also document these meetings with meeting minutes.



SS4A SELF-CERTIFICATION:

The Study Review Committee (SRC) oversight will meet the self-certification eligibility worksheet #2, with anticipation for continuation after the plan is approved to implement and monitor plan progress.

DEVELOPMENT OF PROJECT GUIDING PRINCIPLES AND GOALS



While not specified as a task, the Y2K team recommends working with the SRC to develop Project Guiding Principles, and Goals & Objectives. This work effort will be done in conjunction with the data and crash analysis to complement each other. The first step of this work effort will identify the guiding principles of the project. We will use our planning expertise along with information from the USDOT SS4A objectives, Safe Systems Approach, 6 E's of Safety, NHTSA - Countermeasures that Work, the Crash Modification Factors Clearinghouse, and the Vision Zero Network to synthesis different and similar principles, guidelines, objectives, strategies, and goals to then work with the Town of Bennett and needed partners to determine the CSAP guiding principles. These principles will help establish the framework of the Plan itself, and guide the development of the Solutions Toolbox.



**SS4A
SELF-CERTIFICATION:**

This work will support meeting the optional #1 of the SS4A self certification worksheet.

Additionally, our team will use existing Town of Bennett plans to understand the variety of principles, goals, objectives, evaluation criteria, and purposes, related to safety, and then find the key themes from these efforts to draft project goals specific to the CSAP. The Y2K team will integrate these draft goals into public engagement exercises.

Task 2: Community Engagement

Subtask 2.1: Stakeholder Outreach and Public Engagement



SS4A SELF-CERTIFICATION:

The work performed in this task will meet the self-certification eligibility worksheet #4, #5 and inform #3 and #7.

Y2K intends to build on the Transportation Master Plan’s community outreach findings. Key insights from that effort include the community’s preference for solitary car travel and concerns over the safety of various transportation modes, with a notable demand for traffic signals and road maintenance. The public also expressed a need for better pedestrian facilities and traffic control measures to enhance safety.

Additionally, respondents indicated a desire for wider sidewalks and reduced speed limits to improve bicycling safety. There was also a call for solutions to reduce congestion and enhance connectivity, like improved traffic signals, railroad crossings, and improved roadway connections.

Our public engagement strategy will include informing the community on the results of the baseline planning and safety analysis conducted in Task 3. However, the primary focus of the public engagement activities will be to invite input on draft road safety strategies and prioritization factors.



Create a vision and implementation plan that connects to the community

Community input is vital to the CSAP and will help shape and inform the known and perceived unsafe/high crash locations, and provide feedback on priorities and implementation options to support the Town in meeting its vision for a safer place to live, work and play.

We will use best practices to deliver clear messages, employing both in-person and virtual engagement methods, and creating visually informative materials. Recognizing the diverse preferences in the post-Covid era, we will offer multiple participation avenues. Y2K plans to present and engage at the Town’s in-person “ENGAGE SHAPE BUILD” public input meeting event in summer 2024. A complementary project website and a digital tool like Social Pinpoint will support interactive feedback via survey questions, open-ended responses, and location based comments.

Meeting residents of Bennett where they are, specifically ones identified as underserved, can provide community perspectives that might not be



heard at a public meeting or through an online mapping tool/survey. Therefore, the community outreach effort will be complimented by 1 community touchpoint (and possibly more with support from Town staff). The consultant team will work with the Project manager and SRC to identify events or intercept locations (neighborhood/community events/festivals, entrance/exits to parks, etc.) to best reach the community while they are out and about within their neighborhoods. Particular attention will be paid to residents that might be considered hard-to-reach or reveal themselves to be underrepresented over the course of the project.

It will be critical to summarize, aggregate, present and incorporate public input findings so that the community can verify that their voices are being heard and that the goals, objectives, priorities, implementation, and the plan reflect community values.



Include a diverse blend of voices.	Be clear and transparent.	Listen and act.	Report back.	Document and maintain.
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Task 3 - Baseline Analysis

Subtask 3.1: Data Collection and Review

Y2K will conduct a thorough review of existing transportation programs, policies, and activities, including the new Transportation Master Plan. This review will provide a baseline summary of the Town’s current efforts in enhancing transportation safety. We will also examine safety strategies from other cities and counties, focusing on those with proven success, and assess the most effective methods for achieving desired outcomes. This task involves:

- Reviewing local, regional, state, and federal plans and initiatives related to roadway safety to identify opportunities for better prioritization and collaboration in transportation safety.
- Assessing the quality and completeness of available data, including crash, transportation, land use, and demographic data.
- Developing recommendations based on this review for optimal analysis strategies and data requirements.

Subtask 3.2: Safety Analysis

Our team will evaluate crash data, equity information, and public input to determine focus areas for the CSAP and the Solutions Toolbox in Task 4. Y2K understands that an effective safety action plan is grounded in data analysis, made possible by accessing reliable and high-quality data to conduct thorough analysis and make informed, data-driven decisions. We will conduct a comprehensive crash analysis for the Town of Bennett using motor vehicle crash data from the Colorado Department of Transportation (CDOT).

Y2K will review up to 50 crash reports of collisions that resulted in serious injury or death on the Town's roadways. This analysis will also look at systemic safety needs, such as high-risk road features and specific safety requirements for various demographics and road users.

Y2K Engineering will use advanced tools like Microsoft Power BI to create interactive dashboards that highlight key trends and correlations in the data. This approach helps identify patterns in crash data, including time, type, and involved parties. We plan to integrate additional geospatial data, like roadway characteristics and demographic information, to enhance our analysis.

Consistent with SS4A guidelines, we will develop a GIS database incorporating up to 10 types of roadway and built environment data. This data may include average daily traffic, number of lanes, posted speed, intersection control type, locations of bicycle and pedestrian facilities, and land use information.

Our safety analysis will focus on:

- Summarizing collision trends.
- Identifying collision hotspots.
- Pinpointing collision risk factors.

Y2K will use the collision database to summarize key trends, including:

- Collision type
- Primary violation
- Modes involved
- Intersection control type
- Turning movement
- Month and day
- Time of day and lighting
- Alcohol involved
- Party and victim demographics



SS4A SELF-CERTIFICATION:

The proposed detailed crash analysis meet #3 of the required tasks for SS4A Self Certification.



Town of Bennett includes a variety of roads, types, urban/rural issues, and users

The detailed crash and community data analysis work will reveal locations, disadvantaged communities, and identification of systemic needs. Using the results of the analysis with community input and strategy/countermeasure effectiveness and cost will support the prioritization and implementation plan.

Following Highway Safety Manual and National Cooperative Highway Research Program (NCHRP) guidance, we will pair collision data with contextual factors to develop a systemic analysis matrix and

identify the top 5 collision types (e.g., top pairs of collision and contextual factors with high concentrations of severe collisions), their associated locations, and their most common contexts.

Based on the collision types, we will identify up to 10 systemic risk factors (e.g., roadway, demographic, trip pattern, or land use characteristics) that capture the highest-risk contexts for fatal and severe injury collisions in Bennett. This systemic matrix process, based on the FHWA Systemic Approach, has the effect of evaluating risk across the entire roadway system, rather than only managing risk at certain locations. It allows us to identify patterns that may not be reflected in standard collision data sources. The results of this analysis will be mapped as a High Risk Network.

This approach is important to effectively target crashes in rural areas due to the limited exposure and, consequently, a scarcity of crash data to pinpoint hot spots. These findings will enable the team to implement targeted interventions and preventative measures to improve road safety in the Town of Bennett.

Safety Analysis Supports Key Aspects of the Project:



a) Feeding into the Identification of Safety-Enhancing Projects and Strategies:	b) Supporting Community Outreach:	c) Serving as Baseline Data for Post-Plan Monitoring and Reporting:
<p>The safety analysis conducted in this task is a pivotal step in the development of safety-enhancing projects and strategies for Bennett’s transportation system. Here’s how it contributes:</p> <p>Data-Driven Project Selection: The comprehensive review of historical crash data, contributing factors, and trends provides essential insights into where safety issues are most prevalent. By identifying high-risk locations, crash types, and contributing factors, we can pinpoint areas where interventions are most needed.</p> <p>Focus Areas and Objectives: The analysis helps define focus areas within the CSAP. These focus areas may revolve around vulnerable road users, behavioral factors, or specific road segments with frequent crashes. The objectives within each focus area are determined based on the analysis findings.</p> <p>Prioritization Criteria: By understanding the existing conditions and safety challenges, we can establish prioritization criteria for projects and strategies. Data-backed prioritization ensures that resources are directed toward areas with the highest potential for safety improvement.</p>	<p>Safety analysis also plays a crucial role in supporting community outreach efforts:</p> <p>Informed Engagement: The insights derived from the safety analysis inform community engagement activities. When engaging with the public and stakeholders, we can share data-driven information about safety conditions in Mesa. This helps community members better understand the specific safety challenges.</p> <p>Visualization for Communication: Data visualizations, such as heatmaps and trend analysis, can be effectively used during community outreach events. These visual representations make complex data more accessible to the general public and facilitate clear communication about safety issues.</p> <p>Targeted Messaging: The analysis helps tailor safety messages for different community segments. For instance, if the analysis reveals a high incidence of pedestrian crashes in specific areas, the outreach can focus on pedestrian safety in those neighborhoods.</p>	<p>The safety analysis in this task also serves as a foundational component for post-plan monitoring and reporting:</p> <p>Baseline Data for Performance Metrics: The analysis establishes a baseline for various performance metrics. For instance, it provides data on the number and severity of crashes, crash types, and contributing factors. This baseline data is essential for tracking progress over time.</p> <p>Comparison and Evaluation: Post-plan monitoring involves comparing current data to the baseline. By understanding how safety conditions change over time, we can assess the effectiveness of the safety strategies and projects implemented as part of the CSAP.</p> <p>Transparency and Reporting: The data from the safety analysis supports the creation of annual or biennial road safety status reports. These reports provide information on the progress made in reducing roadway fatalities and serious injuries. The transparent reporting ensures that residents and stakeholders are kept informed about safety initiatives.</p>

Subtask 3.3: Transportation Equity Review



SS4A SELF-CERTIFICATION:

The proposed equity analysis meets #5 of the optional work efforts for SS4A Self Certification.

Y2K Engineering will conduct a transportation equity review to understand the impact of current transportation systems on all users, especially underserved and underrepresented communities. This includes assessing multimodal options, accessibility, and strategies to reduce socioeconomic disparities.

Key indicators for this review will include accessibility, connectivity, effectiveness, environmental impact, health, mobility, safety, level of community engagement,

and other relevant equity indicators. We will use tools like the USDOT Equitable Transportation Community (ETC) Explorer to identify disadvantaged areas and analyze data related to various vulnerabilities and insecurities.

This equity review will inform our public engagement activities in Task 2, ensuring inclusivity, and will be carried forward into the Solutions Toolbox creation in Task 4.

Finally, Y2K will compile the methodology and findings from each subtask in Task 3 into a comprehensive Baseline Analysis Report delivered in June 2024. This report will align with SS4A guidelines and in combination with the community outreach efforts of Task 2 will lead to the identification of five to seven Focus Areas with the greatest opportunity of reducing or preventing traffic fatalities and injuries.

Task 4: Strategy and Project Selection

Task 4.1: Safety Toolkit Development



SS4A SELF-CERTIFICATION:

This work will support meeting the optional #6 of the SS4A self certification worksheet.

In developing the Safety Toolkit, Y2K Engineering will adopt a resource-centric approach. Instead of creating new graphic visualizations or formats, our focus will be on compiling a comprehensive library of URL links to various relevant and applicable resources. This toolkit will serve as a curated collection of the latest publications and safety tools from across the nation, providing immediate access to a wide range of established safety strategies and practices.



Our methodology involves:

- Thoroughly researching and selecting the most current and impactful safety resources available nationwide.
- Organizing these resources in an easily navigable format, categorized by their application and relevance to different aspects of traffic safety.
- Providing direct links to these resources, ensuring that the Town of Bennett and other stakeholders have quick and straightforward access to a wealth of information.

By leveraging existing materials from authoritative sources in the field, we ensure that the toolkit remains up-to-date with the latest developments and best practices in traffic safety. This approach not only enhances the efficiency of the toolkit but also ensures that users have access to a broad spectrum of expert knowledge and proven solutions.

This library will include resources from prominent organizations such as the Federal Highway Administration (FHWA), National Cooperative Highway Research Program (NCHRP), National Highway Traffic Safety Administration (NHTSA), Institute of Transportation Engineers (ITE), as well as state, regional, and peer agency resources. Each resource will be selected for its relevance and potential to effectively address the specific traffic safety challenges within the Town of Bennett.

Through this toolkit, Y2K Engineering plans to provide a versatile and comprehensive resource that supports ongoing education, informed decision-making, and the continuous advancement of traffic safety practices.

TOOLBOX:

Y2K was on the consultant team that helped develop the Maricopa Association of Governments – the MPO for metro Phoenix, Arizona – Active Transportation Plan and Toolbox.

This experience has provided us the understanding in creating an implementable plan, and a resource library for local agency implementation.



Subtask 4.2: Implementation Matrix

Y2K Engineering will create a comprehensive implementation matrix to identify and categorize potential projects, strategies, and recommendations. This matrix is crucial for planning future grant applications, integrating safety measures into regular maintenance routines, and updating practices to align with the latest safety best practices. Our approach will have a multi-layered inclusion of road safety countermeasures, ensuring that the matrix reflects the diverse needs of road users within the Town's transportation system and the broader regional network. Over a hundred strategies could be initially evaluated.

The safety strategies will reflect principles from FHWA's Local Road Safety Plan guide and best practices identified in ITE's brief: Institutionalizing the Safe System Approach in Local Road Safety. This approach aims to reduce serious injury and fatal crashes by designing and operating roadways in a manner that anticipates human error and accommodates human injury tolerances. This approach differs from conventional safety practice by being human centered: seeking safety through more aggressive use of vehicle or roadway design and operational changes rather than relying primarily on behavioral changes.



Through workshops with Town Staff and the SRC, alongside public input, we will develop a pared down list of safety strategies that are anticipated to have the highest impact on reducing or preventing traffic fatalities and serious injuries.

Key aspects of the matrix will include:

- Identification of feasible projects suitable for grant funding.
- Outline of conceptual infrastructure improvements, complete with estimated costs and a proposed schedule for implementation in alignment with anticipated funding and timeline to achieve established safety goals.
- An assessment of current policies, plans, guidelines, and standards to find opportunities for enhancing the prioritization of transportation safety.
- Discussion on the implementation of the Action Plan, which may involve adopting revised or new policies, guidelines, and standards as needed.

The matrix will be designed as an interactive spreadsheet, allowing users to filter and examine proposed improvements along with their associated benefits, risks, and costs. This tool will be instrumental in determining project readiness, categorizing projects into short-term (0-5 years), mid-term (5-10 years), and long-term (10+ years) timelines.

SEGMENTS STRATEGIES		5 E's: Identifies the type of work effort connected to the strategy					Application of Strategy	Partners
		Evaluation	Engineering	Enforcement	Education	Equity		
5.A Reduce the number of KSI crashes on corridors with access management (reducing conflict points)								
SG.01A	Update the current Access Management Standards within the Street Planning & Design Guidelines to provide guidance for all roadway classifications & all types of intersections, including unsignalized intersections & driveways (full access, partial access, left-in/left-out, & right-in/right-out).		■		■	■	Programmatic	<i>STR, PTD, PDD, PD, ExPA, ExA</i>
SG.01B	Install raised medians on HIN corridors to reduce conflict points.		■				HIN	<i>STR, PTD, PDD, NSD PD</i>
5.B Reduce the number of KSI crashes on road corridors by improving visibility, illumination, & driver expectancy								
SG.02A	Improve street lighting luminescence & uniformity on the HIN network at segments with the greatest nighttime crash history in coordination with the current city street lighting standards.	■	■			■	HIN	<i>STR</i>
SG.02B	Review unbalanced lane undivided arterials (i.e., two northbound lanes & three southbound lanes) for potential reconfiguration based on evaluation factors such as crash rate, speed, & volume.	■	■				Programmatic	<i>STR, PDD</i>
5.C Reduce the number of nighttime crashes by implementing systemic lighting improvements citywide								
SG.03A	Develop an approach to review & prioritize lighting improvements (improve or create positive lighting, coverage, brightness, etc.) at uncontrolled, marked mid-block crossings.	■	■			■	Programmatic, Location Specific	<i>STR, PDD</i>
SG.03B	For arterial & major collector streets with single sided lighting, add the other side of lighting in coordination with current city lighting standards.	■	■				Location Specific	<i>STR, PDD</i>

Given that the Town of Bennett may not always be the road owner or lead agency, the matrix will also specify the lead agency responsible for the highest priority projects. This approach ensures a clear and actionable plan for improving transportation safety in a coordinated and efficient manner.



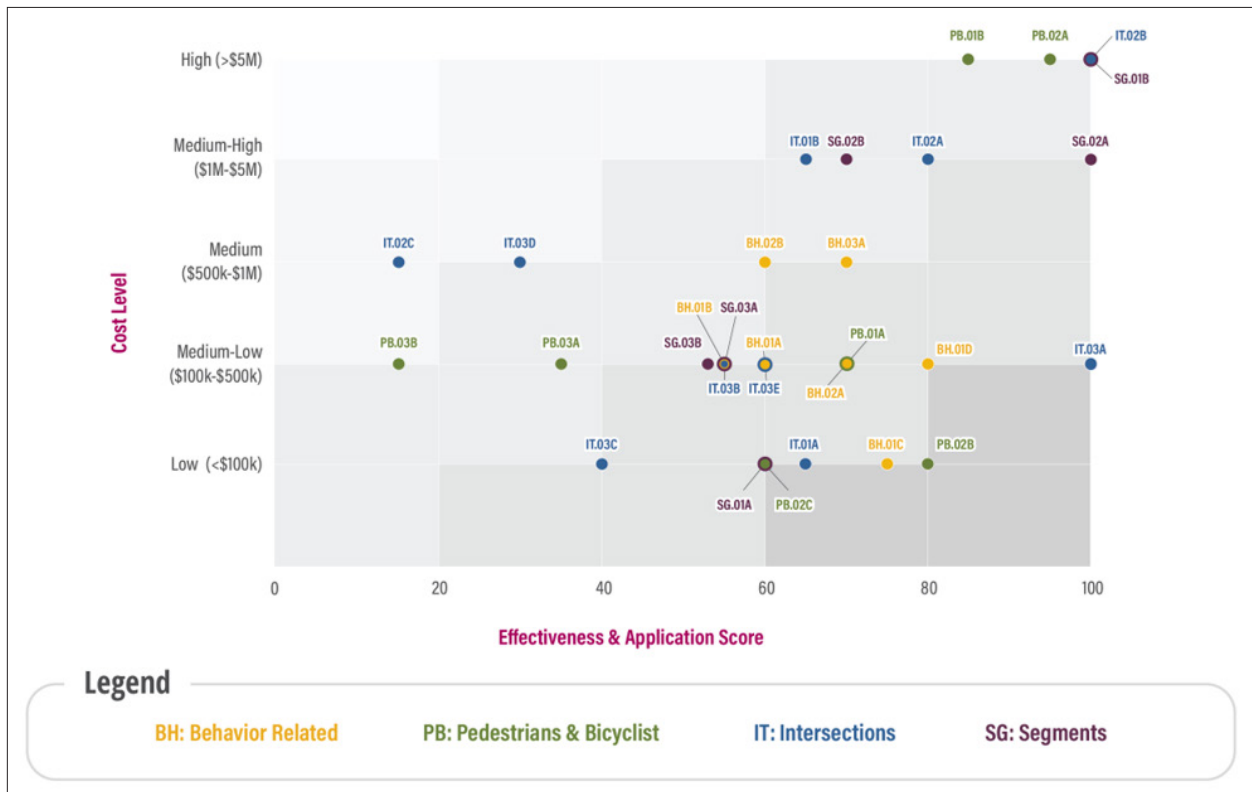
**SS4A
SELF-CERTIFICATION:**

The proposed project identification and prioritization meets #7 of the required tasks for SS4A Self Certification.

Recognizing resources are finite and that certain strategies when implemented, will be more effective reducing traffic fatalities and improving safety, the strategies will be evaluated for effectiveness and cost. Resources that the team will use to quantify strategy effectiveness include the Crash Modification Factors (CMF) Clearinghouse, FHWA Proven Safety Countermeasures, and the National Highway Traffic Safety Association. Three factors will be evaluated:

- **Effectiveness:** The resources identified above will be used to quantify strategy effectiveness. General strategies will not be applicable and will not be included.
- **Application:** Understanding the impact of where strategies can be implemented: on the High Injury Network, location-specific, systemic, or programmatic.
- **Cost:** Annual average cost of implementation.

An example of strategy cost-benefit analysis from the City of Phoenix Road Safety Action Plan, which Y2K led, is shown below.



Subtask 4.3: Performance Measure Dashboard

Y2K Engineering proposes to develop a Performance Measure Dashboard for the Town of Bennett, a critical step towards enhancing road safety. By utilizing either PowerBI or ArcGIS Experience Builder, we will design the dashboard to monitor safety outcomes and evaluate the effectiveness of various safety measures. The dashboard will integrate and visually present data from multiple sources, making it easy for users to understand and interact with. This includes interactive visualizations of crash statistics, progress in implementing safety measures, and other relevant metrics. Y2K Engineering will also provide training and support materials for Town staff, ensuring the efficient management and maintenance of the dashboard. This initiative is expected to significantly enhance the monitoring and evaluation capabilities of the Town of Bennett, enabling data-driven decisions for future safety investments.

Quantitative and qualitative performance measures will be drafted based on the established focus/emphasis areas connected to the strategies and solutions toolbox. The performance measures will utilize existing data sources and provide suggestions for new data to evaluate.

Specific performance metrics could include

- 1) Number of countermeasures implemented (i.e., miles of bicycle and pedestrian facility gaps closed),
- 2) Total funding secured for future countermeasures,

- 3) Number of total collisions or number of fatal and severe injury collisions segmented by mode, demographic, and community to ensure equitable outcomes,
- 4) Before and after studies at targeted locations,
- 5) Speed and speed limit compliance, and
- 6) Perception of safety and community feedback.

Performance Metrics



**Programmatic
Metric**



Track Decrease



Track Increase



**Build or Install
Infrastructure**

Task 5: Prepare Draft and Final Plan

Subtask 5.1: Administrative Draft and Final Plan

In this phase, Y2K Engineering will gather and consolidate the findings from all previous tasks to draft the initial version of the Comprehensive Safety Action Plan (CSAP). This draft, prepared as a digital PDF, will be presented to the Study Review Committee (SRC) for their examination and input. We will carefully consider and incorporate the SRC's feedback into the final version of the plan. The end product will be a succinct, visually appealing report, crafted to be easily digestible by policymakers and stakeholders, and effectively outlining the strategies and recommendations of the action plan.



SS4A

SELF-CERTIFICATION:

Work on Task 5 will support meeting #1, #8, and #9 of the SS4A self certification worksheet.

Key features of the final report will include:

- A clear and coherent presentation of its content, utilizing both graphical elements and text.
- A straightforward and reader-friendly format.
- Detailed explanation of the broader impact concerning policies, programs, practices, strategies, infrastructure projects, funding, and other critical recommendations.

Leveraging the expertise of our graphic design team, proficient in Adobe Creative Suite, we will develop materials that are both visually striking and informative. This approach, which combines graphical and textual elements, is designed to succinctly convey complex technical information in an accessible manner. We are committed to a meticulous review process, involving both technical

experts and non-specialists, to ensure clarity and consistency in grammar, terminology, and overall narrative. This process reflects the high standards we have upheld in past projects like the City of Phoenix Road Safety Action Plan and City of Tempe Vision Zero Action Plan, which were unanimously approved by their City Councils.

Subtask 5.2: Executive Summary / Fact Sheet

A brief executive summary or fact sheet will be developed in PDF format, highlighting major assumptions, strategies, and recommendations. This summary will be 2–3 pages long, presenting key baseline crash conditions, efforts completed in developing the CSAP, goals, and key takeaways.

Subtask 5.3: Deliverables

Upon project completion, Y2K will provide high-resolution documents in PDF format and all study products to the Town. Deliverables will be shared via a Microsoft SharePoint site, including all relevant documents, presentations, public involvement materials, GIS, and Power BI files.

3. Timeline for Completion

Project Tasks & Schedule		9 Months from Notice to Proceed										Deliverables (includes Draft and Final versions)	
		1	2	3	4	5	6	7	8	9	10		
Task 1	PROJECT MANAGEMENT												
1.1	Project Structure and Work Plan	●											"Project Work Plan 3 Detailed Quarterly Schedules"
1.2	Project Management and Coordination	●	●	●	●	●	●	●	●	●	●	●	"Bi-Weekly Agendas and Minutes Monthly Progress Reports"
1.3	Study Review Committee (SRC) Meetings		●		●		●		●	●			Agendas, Minutes, and Presentations & Supportive Materials
Task 2	COMMUNITY ENGAGEMENT												
2.1	Stakeholder and Public Engagement Program						●						Website Content, Presentations & Supportive Materials, Summaries
Task 3	BASELINE ANALYSIS												
3.1	Data Collection and Review												"Planning Synthesis Technical Memorandum"
3.2	Safety Analysis												Safety Analysis, High Risk Network
3.3	Transportation Equity Review					●							"Systemic Equity Analysis Baseline Analysis Report"
Task 4	STRATEGY AND PROJECT SELECTION												
4.1	Safety Toolkit												Safety Toolkit Library
4.2	Implementation Matrix												Projects and Strategy Matrices, Time Ranges, Prioritization, Cost Estimates
4.3	Performance Dashboard												Performance Measure Dashboard
Task 5	PREPARE DRAFT AND FINAL PLAN												
5.1	Administrative Draft and Final Plan							●		●			"Draft & Final CSAP SS4A Eligibility Memo"
5.2	Executive Summary / Fact Sheet									●			Fact Sheet
5.3	Deliverables										●		Organized Native and Final Files Delivered Post Council Adoption

- KEY**
- Notice to Proceed
 - Client / Stakeholder Meeting
 - Deliverable
 - Community Event(s)
 - On-going Work Effort

4. Breakout of Hours

Task

Task	Breakout of hours for each member of the team by major task area									Percentage of Overall Team Hours
	Rae Stephani, PE, PTOE, RSP ₁	Yung Koprowski, PE, PTOE, RSP ₂	Eileen O. Yazzie, AICP	Denise Baker, PhD, PE, RSP ₁	Sagar Onta, PE, PTOE	Kurt Larson, EIT	Alan Berry, Planner	Bill Schlesinger, PE	Edie Griffith-Metty, PE	
Task 1: Project Management	46	8	8	6				10		13%
Task 2: Community Engagement	8		10				24			7%
Task 3: Baseline Analysis	20			20	7	40	40			21%
Task 4: Strategy and Project Selection	58	22		20	20	40	30	12	28	38%
Task 5: Prepare Draft and Final Plan	40	10	7	5	5	20	40			21%

5. Projects Similar in Size and Scope

Douglas County Crash Dashboard

Douglas County, CO

The Y2K team, led by project manager Rae Stephani, collaborated with Douglas County to create an interactive crash dashboarding tool to empower the County to maximize their crash data analysis efforts in house. The dashboard was developed by incorporating crash data from the police department and additional information from the county, such as roadway classifications and traffic volumes. Spearheaded by Rae, this project involved weekly coordination meetings with the County to determine impactful visualizations that address their specific requirements, such as examining motorcycle crash trends and utilizing CDOT Safety Performance Function (SPF) models to identify level of service of safety (LOSS) at key intersections. The County has used this data to proceed with a feasibility study to identify countermeasures at an unsignalized LOSS IV intersection. Rae also played a crucial role in delivering comprehensive training to the Douglas County team, enabling them to effectively utilize the dashboard for conducting interactive analysis, applying multiple variable filters to crash data, monthly and quarterly interdepartmental reporting, calculating LOSS, and identifying key trends.

Project Type: Interactive Crash Dashboard

Team Personnel Assigned: Rae Stephani, Denise Baker, Travis Moe, Mark Ingersoll

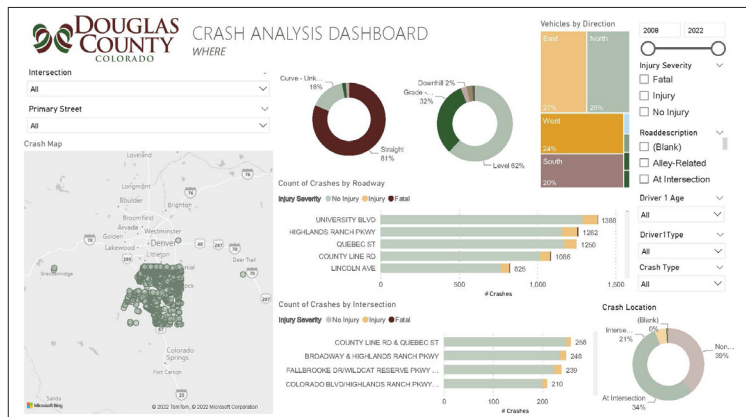
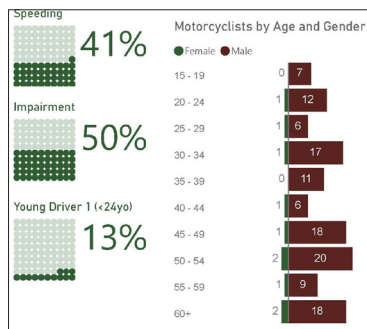
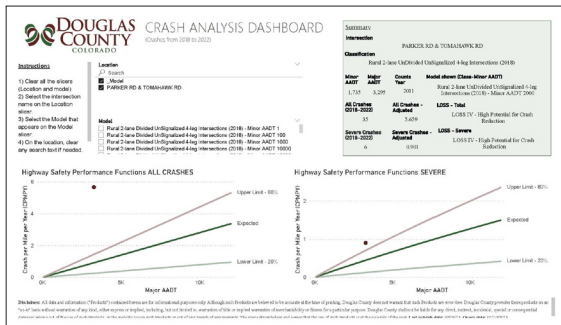
Firms Role: Prime

Project Location: Douglas County, Colorado

Contact Information: Mark Stacks, Douglas County Government, 100 Third St, Suite 130, Castle Rock, CO 80104, mstacks@douglas.co.us, 303.660.7490

Services Provided:

- Equity Analysis
- Safety Analysis
- Data Science and Analysis
- Level of Service of Safety (LOSS)
- Real time connection to law enforcement database
- Integration of supplemental assets / data



Mesa County Comprehensive Safety Action Plan

Mesa County, CO

The meticulous and strategic execution of the Mesa County Comprehensive Action Plan, funded through the SS4A grant, entails a thorough understanding of the county's physical infrastructure conditions and the potential risks on its streets. With the overarching goal of achieving Vision Zero, the project aims to develop an SS4A Action Plan, serving as a foundational framework for enhancing roadway safety by significantly reducing or eliminating fatalities and injuries in Mesa County.

The imperative for this project arises from the alarming frequency of crashes recorded between 2017 and 2021, encompassing 78 fatal crashes and over 3,000 injuries. The comprehensive plan is designed to address the safety of all road users, including drivers, pedestrians, cyclists, motorcyclists, ATV riders, and others.

Presently, Y2K is conducting a detailed analysis of crash characteristics across the county for all user groups. This examination provides valuable insights into the risk factors and specific characteristics of crash types leading to fatal or serious injuries. Concurrently, the team is identifying effective countermeasures for the predominant crash types and determining optimal location types that offer the highest benefit/cost ratios.

The anticipated outcome is a prioritized list of projects and locations, systematically ranked based on estimated benefit/cost ratios. This strategic approach ensures that the proposed projects align with the Vision Zero goals, enabling Mesa County to proactively address safety concerns and work towards creating a safer transportation environment for all residents.

Project Type: Comprehensive SS4A Safety Action Plan

Team Personnel Assigned: Yung Koprowski, Rae Stephani, Denise Baker, Eileen Yazzie, Alan Berry

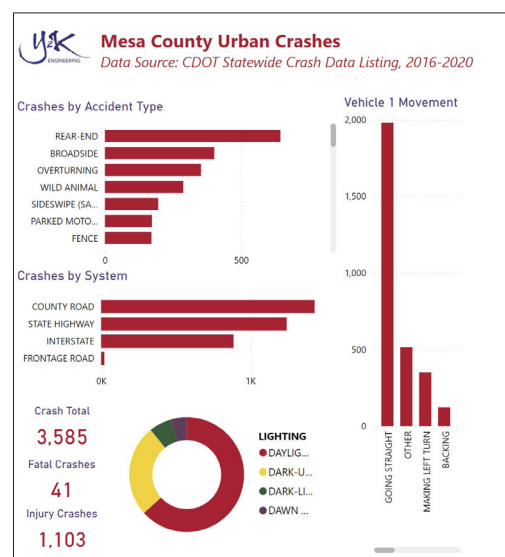
Firms Role: Prime

Project Location: Mesa County, CO

Contact Information: Rachel Peterson, Mesa County Transportation Planning Office, 544 Rood Avenue Grand Junction, CO 81501, rachel.peterson@mesacounty.us, 970.623.8479

Services Provided:

- SS4A Self Certified Road Safety Action Plan
- Vision Zero Alignment
- Equity Analysis
- Detailed Crash Analysis
- Development of the High Injury Network
- Strategy Development
- Grant Writing
- Public Involvement
- Implementation Plan & Performance Measurement



Phoenix Road Safety Action Plan - Moving to Vision Zero

Phoenix, AZ

Understanding the importance of safety as a core function of the Streets Department, and due to recent data trending in a negative direction, Phoenix invested in a comprehensive Road Safety Action Plan (RSAP) that will further the city's current efforts and provide a framework and key strategies for safety enhancements citywide. Y2K is the prime firm leading data analysis, equity analysis, public involvement, and providing a system of transportation safety objectives and strategies that respond to data and public input. Y2K determined a High Injury Network (HIN), overlaid with equity areas that identifies problem locations and helps determine solutions and prioritization. The Phoenix RSAP integrates the 5 E's – engineering, enforcement, education, evaluation, and equity and provides a road map for the city to hone a 'safety first' proactive stance in reducing and preventing road fatalities and injuries. Y2K also prepared Safer Streets for All (SS4A) Implementation Grant applications for FY2022 & FY2023.

As part of this project, Y2K is also creating new and modernizing existing safety evaluation tools utilizing a Microsoft Power BI platform, including a crash analysis dashboard and custom traffic signal and HAWK warrant tool within Sharepoint. The crash analysis dashboard developed in conjunction with the project included over 300,000 crash records and provides the City with interactive crash analysis capabilities. The dashboard integrates GIS analysis of right-of-way to determine jurisdiction at interchanges.

Project Type: Road Safety Action Plan

Team Personnel Assigned: Yung Koprowski, Rae Stephani, Denise Baker, Eileen Yazzie, Alan Berry, Kurt Larson

Firms Role: Prime

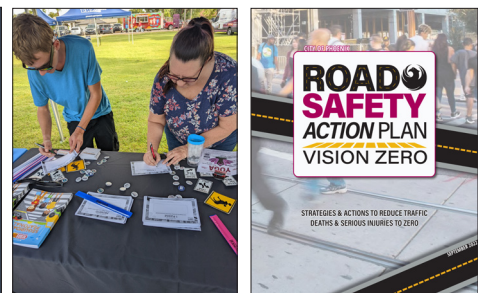
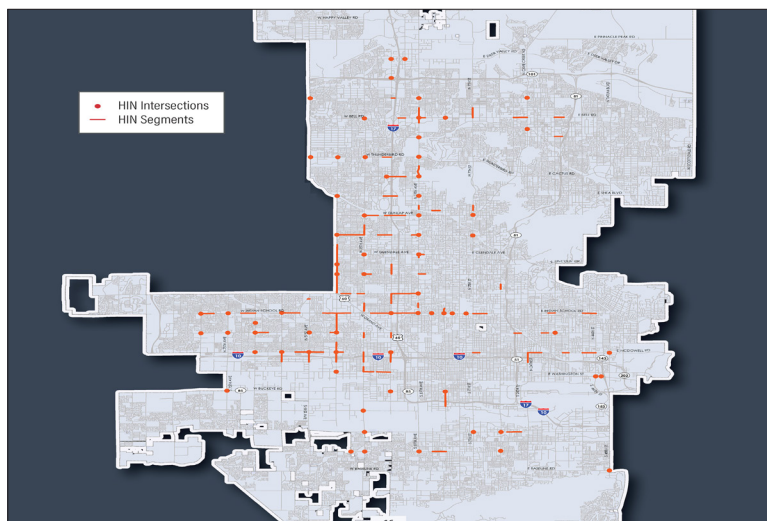
Project Location: Phoenix, Arizona

Contact Information: Reed Henry, PE, City of Phoenix Street Transportation Department, 200 W Washington St, Phoenix, AZ 85003, reed.henry@phoenix.gov, 602.534.7039

Project URL: phoenix.gov/roadsafety

Services Provided:

- SS4A Self Certified Road Safety Action Plan
- Vision Zero Alignment
- Equity Analysis
- Detailed Crash Analysis
- Development of the High Injury Network
- Strategy Development
- Grant Writing
- Public Involvement
- Implementation Plan & Performance Measurement
- Traffic Signal, Pedestrian Hybrid Beacon, and Left Turn Warrant Analysis and Prioritization Tools



City & County of Denver Safe Routes to School Five Year Action Plan

Denver, CO

Y2K was an integral part of the project team that developed a five-year strategic Safe Routes to School Action Plan for the City and County of Denver's (CCD) Department of Transportation and Infrastructure (DOTI). The plan identified a comprehensive program of strategies prioritized by implementation timeline and focus area. This five-year "roadmap" will help further build the existing program and verify that students in the City and County of Denver have access to safe infrastructure, safety education, and engaging programming.

As a subject matter expert in Safe Routes to School, Y2K was responsible for key tasks including stakeholder engagement, recommending SRTS action strategies, examining project sites for road safety issues, identifying key issues for school ingress and egress points and circulation plans, evaluating infrastructure, developing a web application for distribution to parents and teachers, developing an online story map and providing funding and implementation recommendations to school administrators and other stakeholders. Y2K performed a spatial analysis to quantify infrastructure assets within the vicinity of 300 schools. This effort was used to develop a tiered approach to equitably address school needs.

Several data components including school type, school choice, enrollment zones, and the potential for students to walk were analyzed to determine school typology. Three typologies were identified including neighborhood schools, community schools, and regional schools. Additional data overlays included land use, equity index, primary language other than English, and traffic safety concerns. Public input was used to prioritize strategies by student safety, equity, and neighborhood school trips. Ultimately, 15 schools were identified as neighborhood schools with high traffic safety concerns thus initiating near-term infrastructure improvement projects.

Project Type: Safe Routes to School

Team Personnel Assigned: Yung Koprowski, Rae Stephani, Travis Moe

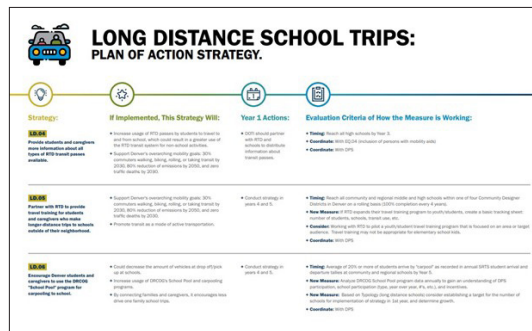
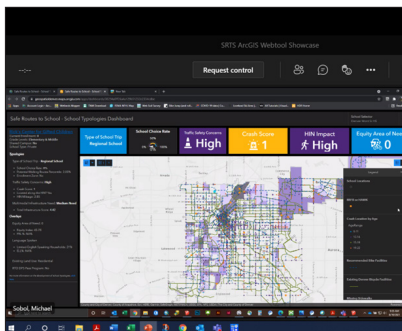
Firms Role: Subconsultant (Subject Matter Expert)

Project Location: Denver, Colorado

Contact Information: Brenden Paradies, City and County of Denver, Department of Transportation and Infrastructure, 201 W Colfax Ave, Denver, CO 80202, brenden.paradies@denvergov.org, 720.865.3014

Services Provided:

- Public Involvement
- Stakeholder Involvement
- Equity Analysis
- Safety Analysis
- Active Transportation Planning
- Safe Routes to School
- Web App Development



City of Peoria Citywide Safety Analysis & Signal Prioritization Project

Peoria, AZ

As a trusted on-call consultant, Y2K has been supporting the City of Peoria in citywide safety analysis since our firm's inception. In 2018, using 5 years of tabular crash data from the state hosted database, Y2K utilized Microsoft Power BI to develop an innovative and interactive, first of its kind crash analysis dashboard. This dashboard empowered the city to better understand trends, analyze specific intersections and identify areas for improvement. The development of that dashboard included the coding of over 140 steps to scrub the crash data for consumption by Power BI. Supplemental preformatted reports were also developed in Power BI to support intersection evaluation. Once developed, the dashboard was then used to inform additional tasks within the project, including the preparation of a Road Safety Report and the identification of over a dozen locations recommended for safety focused spot treatments.

Y2K has continued to support Peoria by serving as extension of staff, utilizing the dashboard to respond to requests for crash data from citizens and elected officials, as well as updating the dashboard as new annual data is made available by the state. Additional task orders have included more robust dashboard updates that have explored additional data sources, as well as enhancements to the originally developed reports. Y2K regularly facilitates training for City staff on the dashboard architecture and functionality.

Project Type: Safety Analysis

Team Personnel Assigned: Rae Stephani, Yung Koprowski, Denise Baker

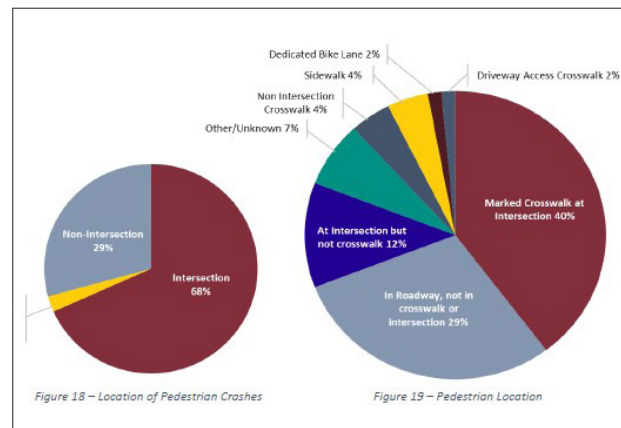
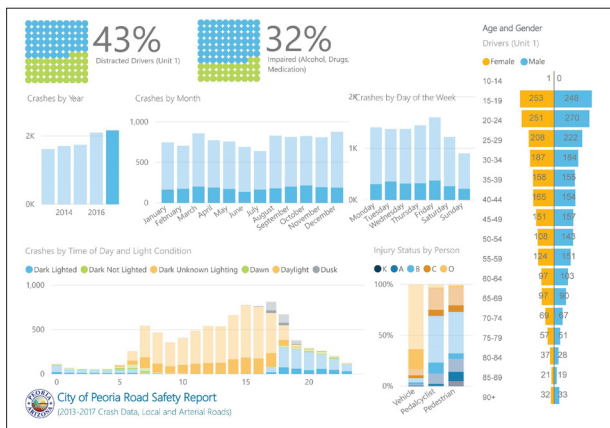
Firms Role: Prime

Project Location: Peoria, Arizona

Contact Information: Chris Lemka, City of Peoria, 8401 W. Monroe St, Peoria, AZ 85345, chris.lemka@peoriaaz.gov, 623.773.7212

Services Provided:

- Comprehensive Citywide Safety Analysis
- Countermeasures for CIP
- Prioritization/Warrant Tool
- Project Planning & Cost Estimating



City of Phoenix SS4A and Reconnecting Communities and Neighbourhoods (RCN) Grant Application Writing

Phoenix, AZ

Y2K provided invaluable support to the City of Phoenix by assisting in the development of three essential grants. This collaboration included the authorship of two grants for the Safer Streets for All (SS4A) program, a significant initiative aimed at enhancing transportation safety. The first SS4A grant, which was completed concurrently with the Phoenix SS4A plan was successful in obtaining additional planning funds through the SS4A funding process. Y2K then prepared the city's second SS4A grant application for implementation which is requesting funding to improve nearly six and a half miles of Phoenix's highest injury corridor of Indian School Road. These grants were meticulously crafted to align with the city's newly established safety objectives and to secure funding for these critical projects. In addition to the SS4A grants, Y2K also played a pivotal role in preparing a recent grant for the Reconnecting Communities and Neighbourhood program. This initiative focuses on strengthening connections within communities and improving neighbourhood infrastructure, with a particular emphasis on enhancing livability and access. Through these three grant applications, Y2K contributed to the city's endeavours to enhance safety, accessibility, and the overall quality of life for Phoenix residents. Our expertise in grant writing and commitment to these programs underscores Y2K's dedication to the betterment of the community.

Project Type: SS4A Implementation Grant Application Preparation

Team Personnel Assigned: Yung Koprowski, Rae Stephani, Denise Baker, Eileen Yazzie, Alan Berry, Kurt Larson

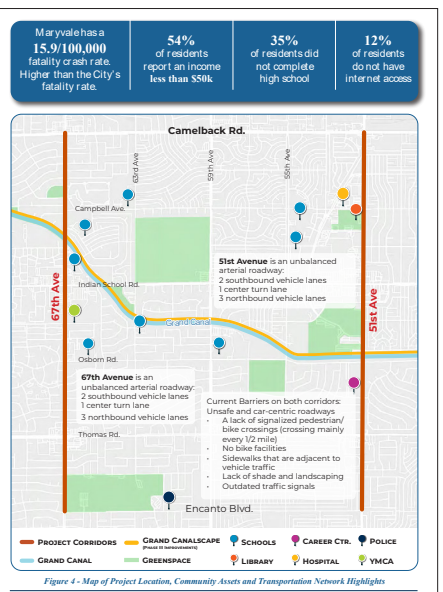
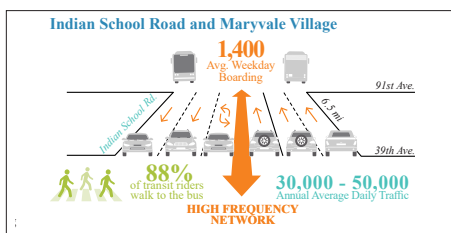
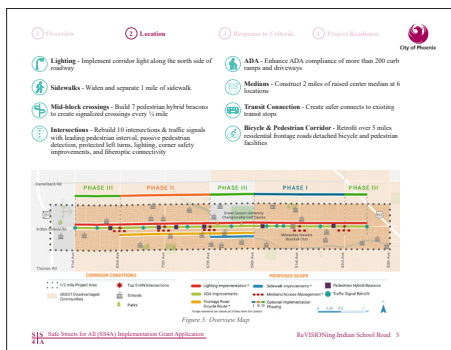
Firms Role: Prime

Project Location: Phoenix, Arizona

Contact Information: Leticia Vargas, PE, Special Projects Administrator, City of Phoenix Street Transportation Department, 1034 East Madison Street, Phoenix, AZ 85034, leticia.vargas@phoenix.gov, 602-534-5692

Services Provided:

- Grant Writing
- Obtaining Funding through SS4A Funding Process
- Public Involvement
- Stakeholder Involvement



6. Subconsultant Assigned to Task



Y2K Engineering has partnered with SCE Engineering (SCE) for this Town of Bennett Comprehensive Safety Action Plan. Y2K/SCE have an established working relationship having supported each other on projects in the past and SCE Engineering recently has supported the Town of Bennett for a project. SCE's role will be to support Y2K with establishing/identifying projects to list in the Implementation Matrix and provide cost estimating for some projects identified in order for the plan to recommend potential future grant opportunities.

Task Assigned:	Percentage of Work to be Performed
Task 8: Implementation Matrix	10%

Staff Supporting the Plan - Edie Griffith-Metty, PE, and Bill Schlesinger, PE, who established SCE Engineering (SCE) in 2012. They have over 85 years combined experience in transportation, drainage and civil engineering.



Edie Griffith-Metty, PE

SCE Engineering

Edie has over 35 years of experience in all aspects of transportation, drainage and civil engineering. She has served as project manager and project engineer for a wide range of projects that included roadway and drainage design, basin management studies, hydraulic and hydrologic analysis and FLO-2D modeling.




Bill Schlesinger, PE


SCE Engineering


Bill has over 40 years of experience in all aspects of transportation and civil engineering. He has served as project manager and project engineer to national, state, and local agencies on a wide range of projects, including highway design, traffic operations and design, civil engineering, and drainage planning and design.

7. Firms Ability to Meet Schedule

The Y2K Engineering team is eager to partner with the Town of Bennett and is available immediately. We pride ourselves on our agility and responsiveness, honed through our extensive experience working with numerous public agencies as well as our role on recent SS4A plans and grant applications. Our firm is comprised of twenty-five engineers, planners, and transportation designers, ensuring capacity and timely project delivery. We regularly assess our project workload and forecast deliverables for the next few months, allowing us to plan and prioritize effectively. Below identifies our key staff and tasks/roles they will be assigned to the project:

Team Member /Role	Qualifications, Experience
 <p>Rae Stephani, PE, PTOE, RSP₁ Role: <i>Project Manager</i> Years of Experience: 7 Years</p> <hr/> <p>Education and Registrations B.S., <i>Civil Engineering</i> Northern Arizona University • <i>Professional Engineer in Colorado</i> #0059066 • <i>Professional Traffic Operations Engineer (PTOE)</i> #5211 • <i>Road Safety Professional (RSP)</i> #758</p>	<p>Rae's qualifications to lead this SS4A plan includes a depth of experience in transportation safety projects and traffic operations.</p> <p>Rae has a history of working with agencies to deliver multi-faceted, systemic, and safety-centric plans and studies. Rae has a passion for improving the equitable mobility of all roadway users. Her experience leveraging technology tools to identify prioritized transportation solutions aimed at maximizing available resources for meaningful improvements that provide the most value to the most people. Rae has also prepared grant applications and funding requests to further opportunities for impactful projects to be implemented. As a project manager, Rae excels in communication, collaboration and responsiveness and is ready to coordinate with Bennett to drive the development of the Vision Zero Plan.</p>

Team Member /Role	Qualifications, Experience
 <p>Yung Koprowski PE, PTOE, RSP₂ Role: <i>Safety Goals & Principles Lead</i> Years of Experience: 16 Years</p> <hr/> <p>Education and Registrations B.S., <i>Civil Engineering, Cum Laude</i>, Arizona State University, Tempe, Arizona, January 2008 • <i>Road Safety Audits and Road Safety Audit Reviews</i>, National Highway Institute, Tucson, Arizona, 2014 • <i>Registered Professional Civil Engineer in Arizona</i> #52513 • <i>Professional Traffic Operations Engineer (PTOE)</i> #3112 • <i>Road Safety Professional (RSP) Level 1</i> #208, Level 2 #93</p>	<p>Yung Koprowski has specialized in the traffic and transportation fields since 2007. She believes transportation is key to economic development and improving public health. Yung's professional experience is focused on traffic engineering and transportation planning, specifically in safety, intelligent transportation systems (ITS), traffic operations, and active transportation (walking, biking, transit). She has actively managed, participated, and successfully completed several multimodal and safety studies, plans, and design for MPOs, counties, cities, and towns. She has a deep understanding of traffic operations, crash data, analysis, and visualization for use in consensus building, decision-making, and reporting for federal regulations. She collaborates with stakeholders to balance challenges and opportunities to develop context sensitive and impactful multimodal solutions.</p>

Team Member /Role	Qualifications, Experience
 <p>Eileen Yazzie, AICP Role: <i>Community Engagement</i> Years of Experience: 21+ Years</p> <hr/> <p>Education and Registrations B.S., <i>Political Science</i>, Arizona State University, <i>Master's of Urban and Environmental Planning</i>, Arizona State University • <i>American Institute of Certified Planners</i> #31855</p>	<p>Eileen Yazzie is a transportation planner with 22+ years of experience that has resulted in known successes of transportation planning efforts, including corridor, neighborhood, subarea, city, modal, and regional planning achievements. Working at two different City Transportation Departments and a Metropolitan Planning Organization has provided Eileen with the unique perspective of how important it is to work with a multidisciplinary team of engineers, planners, technicians, and executive leadership to evaluate different ideas and create implementable projects and plans that align with values and goals.</p>

Team Member /Role



Denise Baker, PhD, PE RSP₁
Role: *Crash Data Analysis & Strategies*
Years of Experience:
5 Years

Education and Registrations

Ph.D. Civil Engineering, Arizona State University • B.S.E. Transportation Engineering, University of São Paulo • Registered Professional Civil Engineer in Arizona #78750

Qualifications, Experience

Denise has a background in transportation data science and a passion for examining large amounts of data to identify trends and solve complex transportation problems. She is able to apply transportation methods, planning principles, standard industry, new evaluations and analysis to support the planning, design and implementation of transportation projects. Denise has led statewide and citywide database updates and analyses of various transportation records including motor vehicle crash data and highway sign structures. She excels at joining data sets and maximizing the capabilities of Power BI and GIS.

Team Member /Role



Kurt Larson, EIT
Role: *Traffic Analysis & Safety*
Years of Experience:
2 Years

Education and Registrations

B.S. Civil Engineering from Arizona State University, Tempe Arizona

Qualifications, Experience

Kurt serves Y2K as a Traffic Analysis & Safety EIT with a degree in Civil Engineering from Arizona State University. With an understanding in safety engineering principles and a passion for promoting safe practices, Kurt has developed skills in analyzing traffic data and patterns and developing countermeasure to ensure the safety of the traveling public. As an organized and detail-oriented individual, Kurt is committed to ensuring that all safety analysis is conducted with the utmost accuracy and attention to detail. He is well-versed in utilizing various safety analysis software and tools, including Highway Safety Manual and NCHRP Report 17-58, and is constantly seeking new methods to enhance his skills and knowledge in the field.

Team Member /Role



Sagar Onta, PE
Role: *Implementation & Project Selection*
Years of Experience:
20 Years

Education and Registrations

BSc., Civil Engineering, Thammasat University, Thailand • MSc, Transportation Engineering Purdue University • Professional Engineer, CO #0053561, IN #11700701, WA #43517

Qualifications, Experience

Sagar Onta is a transportation engineer with 20+ years of experience in transportation and multimodal engineering and planning. Sagar has led several bikeway designs, Complete Street plans, and street reimagining projects. Sagar managed the development of the Denver Bikeway Design Manual, Volume 1 and 2, that established the principles of bikeway design, design parameters for various types of bikeways, and prepared approximately 40 standard drawings of design treatments for implementation of high-comfort bikeways in Denver. Sagar will lead the implementation component of the Vision Zero Plan, which will identify a range of treatments and projects to make meaningful safety improvements and identify appropriate next steps for implementation, including identifying planning-level cost estimates and potential grant funding or other funding strategies

Team Member /Role



Alan Berry
Role: *Public Involvement & Plan Preparation*
Years of Experience:
4 Years

Education and Registrations

Master of Urban & Regional Planning, University of Colorado Denver • B.S. Recreation, Hospitality, & Tourism, University of Northern Colorado

Qualifications, Experience

Alan Berry is a Transportation Planner at Y2K Engineering with 4 years of experience supporting transportation/transit projects at both a local and regional level in Arizona, Colorado, and Florida. Alan's experience includes corridor studies, active transportation plans, multi-modal concept and design plans, as well as sustainable tourism plans focusing on the movement of people, goods, and services. Alan's passion lies in establishing efficient, sustainable, and successful transportation networks that are accessible to everyone.

8. DBE/MBE Documentation



Denver Economic Development & Opportunity
101 W. Colfax Avenue, Suite 850 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999

December 29, 2022

Lee Yung Koprowski
Y2K Engineering, LLC
1921 S Alma School Rd
Suite 204
Mesa, AZ 85210

Dear: Lee Yung Koprowski:

The Division of Small Business Opportunity is pleased to inform you that Y2K Engineering, LLC is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at www.coloradodbe.org.

Y2K Engineering, LLC is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

NAICS 541330: CIVIL ENGINEERING SERVICES
NAICS 541330: TRAFFIC ENGINEERING CONSULTING SERVICES

The anniversary date of your firm's DBE certification is December 31, 2023. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrina'.

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

December 29, 2022

Lee Yung Koprowski
Y2K Engineering, LLC
1921 S Alma School Rd
Suite 204
Mesa, AZ 85210

SUBJECT: Minority/Women Business Enterprise (MWBE) Certification Approval

Dear Lee Yung Koprowski,

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO) is pleased to inform you that Y2K Engineering, LLC is certified as a **Minority/Women Business Enterprise (MWBE)**. This notification is pursuant to Division 1 and 3, Article III, V, VII of Chapter 28, the Denver Revised Municipal Code (D.R.M.C. or the Code). Y2K Engineering, LLC will be listed in the City and County of Denver's Certified Vendor Directory.

Your firm is certified with the following certification dates:

December 5, 2020 to December 31, 2023

Please be aware that your firm's Minority/Women Business Enterprise (MWBE) certification is valid for three (3) years, but you are **required** to submit an **Annual Update**, which will include, but is not limited to an affidavit and business taxes to verify eligibility.

Your firm's certification annual update is due:

December 31, 2023

Your expiration date is **December 31, 2023** and you will be required to submit a Renewal Application which includes your business taxes, individual taxes, personal financial statement, and complete another on-site review.

Listed below is each NAICS code for which Y2K Engineering, LLC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding and proposing on City projects:

NAICS CODES:

NAICS 541330: CIVIL ENGINEERING SERVICES

NAICS 541330: TRAFFIC ENGINEERING CONSULTING SERVICES

This certification is intended to be used only for participation in City funded projects, and/or certain privately funded projects on City owned property for contracts with construction, reconstruction, remodeling, professional design and construction services.

Important Information: Keep Your Certification In Good Standing

During the certification period, if any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately. Additionally, your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. **Failure to report any of these changes may result in removal of your business enterprise from the Certified Vendor Directory, and possible revocation of certification of your business enterprise.**

It is your responsibility to keep your certification current; please mark your calendar no less than ninety (90) days prior to **December 31, 2023**. All accompanying documents must be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The certification process may take up to 90 days. You will be notified prior to the expiration date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to keep your certification current. **Failure to submit required documentation annually and triennially may result in your certification being revoked.**

December 29, 2022

Lee Yung Koprowski
Y2K Engineering, LLC
1921 S Alma School Rd
Suite 204
Mesa, AZ 85210

SUBJECT: Small Business Enterprise (SBE) Certification Approval

Dear Lee Yung Koprowski,

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO) is pleased to inform you that Y2K Engineering, LLC is certified as a **Small Business Enterprise (SBE)**. This notification is pursuant to Division 1 and 3, Article III, V, VII of Chapter 28, the Denver Revised Municipal Code (D.R.M.C. or the Code). Y2K Engineering, LLC will be listed in the City and County of Denver's Certified Vendor Directory.

Your firm is certified with the following certification dates:

December 5, 2020 to December 31, 2023

Please be aware that your firm's Small Business Enterprise (SBE) certification is valid for three (3) years, but you are **required** to submit an **Annual Update**, which will include, but is not limited to an affidavit and business taxes to verify eligibility.

Your firm's certification annual update is due:

December 31, 2023

Your expiration date is **December 31, 2023** and you will be required to submit a Renewal Application which includes your business taxes, individual taxes, personal financial statement, and complete another on-site review.

Listed below is each NAICS code for which Y2K Engineering, LLC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding and proposing on City projects:

NAICS CODES:

NAICS 541330: CIVIL ENGINEERING SERVICES

NAICS 541330: TRAFFIC ENGINEERING CONSULTING SERVICES

This certification is intended to be used only for participation in City funded projects, and/or certain privately funded projects on City owned property for contracts with construction, reconstruction, remodeling, professional design and construction services.

Important Information: Keep Your Certification In Good Standing

During the certification period, if any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately. Additionally, your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. **Failure to report any of these changes may result in removal of your business enterprise from the Certified Vendor Directory, and possible revocation of certification of your business enterprise.**

It is your responsibility to keep your certification current; please mark your calendar no less than ninety (90) days prior to **December 31, 2023**. All accompanying documents must be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The certification process may take up to 90 days. You will be notified prior to the expiration date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to keep your certification current. **Failure to submit required documentation annually and triennially may result in your certification being revoked.**



Y2K ENGINEERING LLC

Unique Entity ID KGJLCWX9JU56	CAGE / NCAGE 7THD7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Apr 16, 2024	
Physical Address 1921 S Alma School RD STE 110 Mesa, Arizona 85210-3037 United States	Mailing Address 1921 S Alma School RD STE 204 Mesa, Arizona 85210-2548 United States	

Business Information

Doing Business as (blank)	Division Name Y2k Engineering Llc	Division Number Y2K ENGINE
Congressional District Arizona 04	State / Country of Incorporation Arizona / United States	URL www.y2keng.com

Registration Dates

Activation Date Apr 19, 2023	Submission Date Apr 17, 2023	Initial Registration Date Feb 25, 2017
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Entity Dates

Entity Start Date Jan 12, 2017	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected





COLORADO
Department of Transportation

Office of the Chief Engineer

Civil Rights & Business Resource Center
 2829 W. Howard Place, Ste. 139
 Denver, CO 80204-2305

April 19, 2023

Lee Yung Koprowski
Y2K Engineering, LLC
1921 S Alma School Rd
Suite 204
Mesa, AZ 85210

Re: Emerging Small Business (ESB) Certification

Dear Lee Yung Koprowski,

The Colorado Department of Transportation Civil Rights & Business Resource Center is pleased to inform you that the ESB certification for Y2K Engineering, LLC has been updated. Y2K Engineering, LLC will remain listed on the Colorado ESB Directory. Your firm's ESB level is **Level 2**.

Annual Update

Your firm's ESB Certification must be updated annually by submitting a No Change Affidavit and the most recent tax returns for the business and its owners on or before its anniversary date. The anniversary date of your firm's certification is **February 28, 2024**. Forty five (45) days prior to the anniversary date, you will receive a courtesy notice reminding you to submit your annual update documents through CDOT's online certification management system at <http://cdot.dbesystem.com>. However, CDOT is not responsible for undelivered notices. Failure to complete and submit your firm's annual update by its anniversary date may result in decertification and removal from the ESB Directory.

Primary Industry Determination and Qualifying Area of Business

As previously determined and pursuant to Rule 3.2.D.3 of 2 CCR 604-1, your firm's Primary Industry is 541330 Civil engineering services. The Primary Industry describes the primary services and/or goods provided by your firm as determined by CDOT based on factors such as revenue, equipment, expertise, marketing materials, the amount of time and labor dedicated to a specific area of work in comparison to other services offered by the firm.

Based on your firm's Primary Industry, your firm's Qualifying Area of Business is **Professional Services**.

You may request reevaluation of your firm's Primary Industry in writing via email to dot_civilrights@state.co.us. You must include all supporting information that you would like for CDOT to consider in its evaluation. Supporting evidence may include revenue information, equipment inventory lists, marketing materials, and recent and/or ongoing contracts. CDOT will make a determination within thirty (30) calendar days of the reevaluation request.

Your firm may not make more than one (1) request for reevaluation between the date of this notice and your firm's anniversary date.

9. Municipal Clients within the Past 5 Years

Y2K specializes in traffic engineering and safety planning, catering to a diverse range of clients. Remarkably, 80%+ of our workload is derived from municipal clients, highlighting the trust and reliance that local government entities place in our expertise. Our focus extends beyond conventional traffic engineering, as a significant portion of our efforts is dedicated to safety planning. We are committed to implementing innovative solutions that enhance safety on roads aligning with the crucial mission of municipal authorities to create secure and efficient transportation systems for their communities.

Municipal clients that Y2K Engineering has worked with on similar safety projects in the past 5 years:

1. Mesa County, CO - Mesa County Comprehensive Safety Action Plan **(SS4A)**
2. Douglas County, CO - Douglas County Crash Dashboard Creation and Training
3. City of Phoenix, AZ - Phoenix Road Safety Action Plan - Moving to Vision Zero **(SS4A)**
4. City of Phoenix, AZ - COP SS4A and Reconnecting Communities Grants **(SS4A)**
5. City & County of Denver, CO - Denver Citywide Safe Routes to School Five Year Action Plan
6. City of Tempe, AZ - Tempe Vision Zero Action Plan
7. City of Peoria, AZ - Citywide Safetyy Analysis & Signal Prioritization Project
8. City of Mesa, AZ - Comprehensive Safety Action Plan **(SS4A)**

A small sample of municipal clients Y2K Engineering has supported in the past 5 years:

- Arapahoe County, CO
- City of Boulder, CO
- City of Littleton, CO
- City of Lone Tree, CO
- City of Edgewater, CO
- Denver Regional Council of Governments (DRCOG)
- Colorado Department of Transportation (CDOT)
- Boulder City, NV
- Town of Gilbert, AZ
- Town of Marana, AZ

Y2K Engineering received the DBE Trailblazer award in 2018 ►

Y2K's success is due to the team believing in quality and customer service.



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10. Services/Methods of Approach

Identify any services or methods of approach you use that would make you more qualified for this project or would give you a competitive edge:

In Y2K's role as a traffic engineering and transportation planning firm, we bring a comprehensive set of skills and approaches that make us well-suited for the Bennett Safer Streets for All plan. Some key services and methods that enhance our qualifications and provide a competitive edge for this project include:

1. Safety Analysis and Assessment:

- Conducting thorough safety assessments to identify high-risk areas and potential hazards on streets.
- Implementing advanced safety analysis techniques, such as crash data analysis and risk mapping, to prioritize interventions.

2. Complete Streets Design:

- Y2K utilizes a holistic approach to street design that considers the needs of all road users, including pedestrians, cyclists, and public transit users.
- Incorporating traffic calming measures and pedestrian-friendly features to enhance safety and promote multi-modal transportation.

3. Community Engagement:

- Engaging with local communities to understand their unique needs and concerns regarding street safety.
- Conducting public workshops and meetings to gather input and foster community support for proposed safety initiatives.

4. Technology Integration:

- Leveraging advanced traffic management systems and intelligent transportation technologies to enhance safety and efficiency.
- Y2K utilizes PowerBi with ArcGIS to generate spatial maps to show where high-injury networks or areas are.

5. Policy Development and Advocacy:

- Contributing to the development of traffic safety policies and advocating for their implementation at the local, regional, and state levels.
- Staying informed about the latest trends and best practices in transportation safety to ensure alignment with industry standards.

6. Data-Driven Decision Making:

- Using data analytics and modeling tools to inform decision-making processes.
- Employing predictive modeling to anticipate potential safety issues and proactively address them.

7. Grant Writing and Funding Acquisition:

- Demonstrated success in writing grant proposals and securing funding for transportation safety projects. Y2K has written two implementation grants that have received SS4A funding.
- Experience navigating grant application processes and developing compelling narratives to support funding requests.

These services and approaches collectively position Y2K as a qualified and competitive candidate for your "Safer Streets for All" Comprehensive Plan, ensuring that the project is not only technically sound but also considers the diverse needs of the community while prioritizing safety for all road users.



11. Support Services

In the pursuit of creating safer streets for all, our firm is committed to providing comprehensive support services to the Town of Bennett. If selected, our dedicated team will offer a range of services tailored to address the unique needs of the project and your community. This includes conducting thorough traffic and safety assessments, collaborating closely with municipal stakeholders to identify key areas of concern, and developing customized solutions. Additionally, our firm places a strong emphasis on communication and transparency. In the event of any absence, we ensure seamless continuity by establishing clear back-up coverage protocols from project staff. Y2K Engineering is comprised of twenty-five planners, engineers, and transportation designers. Our proposed contract manager and key resources will be staffed from our Denver, CO office. This ensures that the Town of Bennett receives uninterrupted support and expertise throughout the duration of the project, maintaining our commitment to enhancing safety and efficiency on its streets.



12. Insurance Information



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Underwriters of AZ, Inc. P.O. Box 5419 Scottsdale AZ 85261-5419	CONTACT NAME: Jeff Gerrick	
	PHONE (A/C, No, Ext): 480-483-0440	FAX (A/C, No): 480-948-7752
E-MAIL ADDRESS: jeff@prounderwriters.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: RLI Insurance Company		13056
INSURER B: Hartford Accident and Indemity		22357
INSURER C: Trav Cas&Surety Co America		31194
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Y2K Engineering, LLC
 1921 S Alma School Rd #204
 Mesa AZ 85210

License#: 1800004061
 Y2KENG1-01

COVERAGES **CERTIFICATE NUMBER:** 412028241 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PSB0006901	3/7/2023	3/7/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PSB0006901	3/7/2023	3/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	59WECAR2TBZ	3/7/2023	3/7/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Architect/Engineer	Y		106697626	3/7/2023	3/7/2024	Per Claim 2,000,000 Annual Aggregate 3,000,000 Retroactive Date 1/12/2017

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER INSURED COPY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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13. Potential Conflicts of Interest

Y2K Engineering has no conflicts of interest.



14. References

Zeke Lynch, PE – Traffic Division Manager

Douglas County Department of Public Works Engineering
Engineering Services

Address | 100 Third St., Castle Rock, CO 80104

Phone | 303-660-7490

Email | zlynch@douglas.co.us

Project | Douglas County Crash Dashboard

Mike King – Sr. City Planner

City & County of Denver
Department of Transportation & Infrastructure |
Transportation & Mobility Planning

Address | 201 W Colfax Ave, Denver, CO 80202, 5th Fl.

Phone | 720-865-3013

Email | michael.king@denvergov.org

Projects | York/Josephine Vision Zero Improvements,
Denver RSAs

Reed Henry, Roadway Safety Engineer

City of Phoenix – Street Transportation Department,
Traffic Services Division

Address | 200 W Washington St, Phoenix, AZ 85003

Phone | 602-534-7039

Email | reed.henry@phoenix.gov

Project | City of Phoenix Road Safety Action Plan

Sabine King, P.E., Supervising Engineer

City of Mesa

Address | 20 E. Main Street Mesa, AZ 85201

Phone | 480-644-5641

Email | sabine.king@mesaaz.gov

Project | City of Mesa Comprehensive Safety Plan

In 2020, to be proactive rather than reactive when increasing safety on Denver’s streets, the City and County of Denver’s Vision Zero team sought consultant support to develop a Road Safety Audit program. Yung and her team at Y2K Engineering were an integral part to standing up the program. Y2K led two of the four Road Safety Audits completed in 2020. Specifically, Y2K completed existing conditions studies, lead time-sensitive field visits with a mixed crew of multiple consultants and city employees, develop short, mid, and long term recommendations, presented findings to stakeholders, and memorialized the efforts in corridor by corridor reports. Denver’s Vision Zero team looks forward to working with Yung and her team at Y2K Engineering in the future.

**- Mike King
Senior City Planner City & County of Denver
Department of Transportation & Infrastructure
Transportation & Mobility Planning**

Y2K has been a trusted partner in the development of our Crash Dashboard. They committed the necessary personnel and resources to make the project successful. Their innovative, responsive, and collaborative approach ensured that the project hit key milestones and stayed on budget.

**- Zeke Lynch, PE
Traffic Division Manager
Douglas County**

15. Cover Page

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance:

Project Number:

23-009

RFP Title:

SS4A: Transportation Safety Action Plan

Proposals Due:

January 4th, 2024, 4:00 p.m., Local Time

Submit Proposals to:

tstiles@bennett.co.us

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

For Additional Information Please Contact:

Trish Stiles, Town Manager

(303) 644-3249 Ext. 1009

Email: **tstiles@bennett.co.us**

Documents Included in This Package:

RFP Cover Sheet

Project Background and Specifications

RFP Instructions

Terms and Conditions

Special Terms and Conditions

Pricing Form

Submission Form

Substitute Form W-9

Sample Agreement

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

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, and (3) the proposal is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Y2K Engineering Fax: N/A
Address: 110 16th Street, Suite 1400 City/State: Denver, CO Zip: 80202
Contact Person: Rae Stephani Title: Project Manager Phone: 720.735-5855
Authorized Representative's Signature: *Yung Koprowski* Phone: 480.696.1701
Printed Name: Yung Koprowski Title: Principal Date: January 17, 2024
Email Address: ykoprowski@y2keng.com

16. Submission Form

SUBMISSION FORM

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

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

Attn: Trish Stiles, Town Manager
RFP: 23-009

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

YES / NO

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

YES / NO

State percentage of prompt payment discount, if offered

N/A %

State total bid price (include all items bid)

\$100,000.00

State total bid price with discount

N/A

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.



17. Sample W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Y2K Engineering, LLC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>S</u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 1921 S Alma School Rd, Suite 204	Requester's name and address (optional)
	6 City, state, and ZIP code Mesa, AZ 85210	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
8	1	-	4	9	8	6	6	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Yung Koprowski</i>	Date ▶ 01/01/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



18. Requested Deviations

Y2K Engineering adheres to the standard Sample Agreement outlined in the RFP and does not seek any deviations.

Suggested Motion

I move to authorize the Mayor and the Town Bennett to enter into a standard Town contract agreement with Y2K Engineering, LLC in an amount not to exceed \$100,000.00 for the compilation of the Comprehensive Safety Action Plan for the SS4A program.



TO: Mayor and Town of Bennett Board of Trustees
FROM: Daymon Johnson, Capital Projects Director
DATE: February 27, 2024
SUBJECT: RFP 23-004 – Kiowa Bennett Transportation Improvement Program (TIP) Trail Design

Background

The Town of Bennett was a recipient of a Transportation Improvement Program (TIP) grant which included funds administered by the Colorado Department of Transportation (CDOT) Region 1 office. This grant was in the amount of \$5,868,517.00, of which we will match \$588,000.00. The intention for this grant application was to complete the Kiowa Bennett Trail connection. The initial release of funds was for design and engineering of the three segments of the trail, which connect from the Bennett Crossings development, through the Adams County North Open space and eventually connecting to the Antelope Hills trail.

- Segment 1 (North Segment) of the trail runs N/S along SH 79, connects to Pearl Street and terminates east of QuikTrip, above and along the creek.
- Segment 2 (Central Segment) of the trail runs from the southernmost point of Segment 1, heads Eastbound along the I-70 corridor underpass in alignment of Kiowa Creek.
- Segment 3 (Southern Segment) takes the trail from Kiowa Bennett Road through the Kiowa Creek North Open Space and will connect to the southernmost point of Segment 2.

Collectively, these segments comprise the Kiowa Bennett TIP trail. This is a multi-modal trail which will feature parking areas for users and eventually provide an efficient and scenic off-street loop for pedestrians and cyclists on accessible grades to connect to the main areas of Bennett including Grocery Store, Hotels & other amenities, from the Kiowa Creek North Open Space.

The Town issued a request for proposal (RFP) 23-004, for the Engineering phase of the Kiowa Bennett TIP Trail project on October 31, 2023 after a lengthy review process with CDOT that included six drafts and numerous review periods, which started in early June. This RFP was open until November 28, 2024.

Summary of RFP Bids

The Town received 5 (five) well qualified and complete responses:

Design & Engineering Firm
Bohannon & Huston
JR Engineering
Martin & Martin
Rock-Sol
Theorem Design Group, Inc.

The initial submission was a qualifications based submittal and town staff had to make a decision of which firm would be selected by utilizing scoring in accordance with the scoring and evaluation criteria described in the RFP.

We utilized a 100-point system with weighted categories. Those were as follows:

Evaluation Criteria Category	Max Points
Team Approach	30
Team Members	15
Similar Work Experience	10
Project Approach	30
Proposed Schedule	15

Overall, all the proposals that town received were very well put together and very thorough. As a team, we (Trish Stiles, Dan Giroux & Daymon Johnson) scored all proposals. In the end the staff all scored favorably for all proposals. Again, they were all very thorough and well put together. That said, we selected Theorem Design Group, Inc. to be the engineering firm to complete this scope of work.

Pre CDOT policy, once Theorem Design Group, Inc. was selected we could then enter into cost negotiations with them. Jacobs Engineering was utilized to help us compile the RFP and get it through CDOT review and approval as well as provide the initial Engineer's Estimate. As you can see in the provided attachments, the engineer's estimate provided by Jacob's came in at \$871,040 for all three of the segments as described above.

After multiple meetings with Theorem Design Group and their team, they provided their cost which came in well below the estimate provided by Jacobs. Their cost came in at \$737,810 which is a significant and notable savings.

Staff has some working experience with Theorem Design Group, Inc. as the board will recall they are the firm that was selected by CDOT to complete and the design of the 304 Bridge. During this process, staff have developed a very positive and trusting relationship with Caroline Draper and the Theorem team. There are myriad reasons that Theorem Design Group, Inc. made sense here but their experience with CDOT was a critical factor in arriving at our decision. Much of the team for the 304 Bridge on the CDOT side, are the same team in place for this project.

Overall, staff feels very comfortable with Theorem Design Group, Inc. being our partner on this and are all looking forward to getting work started as expediently as possible. This will be funded primarily through the Transportation Improvement Grant program, with a 10% match coming from the Public Facilities Fund.

Staff Recommendation

Staff recommends the Board authorize the Mayor and the Town of Bennett to enter into a standard Town contract agreement with Theorem Design Group, Inc. in an amount not to exceed \$737,810.00 for the compilation of the Kiowa Bennett TIP Trail design project.

Attachments

1. RFP 23-004
2. Kiowa Bennett TIP Trail Conceptual Design Package
3. Jacobs Engineering Engineer's Estimate – Segment I, II & III
4. Theorem Design Group, Inc. Proposal
5. Theorem Design Group, Inc. Scope of Work
6. Caroline Draper Email with Costs

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance:

October 31, 2023

Project Number:

23-004

RFP Title:

Kiowa Bennett TIP Trail – Design

Proposals Due:

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

Submit Proposals to:

djohnson@bennett.co.us

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

For Additional Information Please Contact:

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

Documents Included in This Package:

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

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

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

PRINT OR TYPE YOUR INFORMATION

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

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

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

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

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

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

II PROJECT DESCRIPTION

The Kiowa Bennett TIP Trail consists of 3 segments.

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

III SCOPE OF WORK

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

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

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

- **Project Meetings**

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

- **Data Development**

- Surveying

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

- Traffic Counts

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

- Right-of-Way and Ownership Research

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

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

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

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

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

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

- **Environmental Clearances**

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

- Typical Sections
- General Notes
- Summary of Approximate Quantities
- Tabulation of Quantities
- Survey Control Diagram
- Geometric Plan
- Removal Plans
- Roadway/Trail Plans & Profiles
- Drainage Plans & Profiles
- CDOT SWMP Template
- SWMP Plans
- Bridge Plans (Kiowa Creek crossing)
- Structural plans (miscellaneous structures)
- Utility Plans, Pothole Log, and Matrix
- Signing Plans (including Wayfinding)
- Lighting & Trail Amenities
- Construction Phasing Plans
- Trail Cross-Sections (including State Highway 79 areas for Segment 1 frontage)
- Draft Project Specifications

- **Final Office Review (FOR) Design & Advertisement**

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

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

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

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

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

IV PROJECT SCHEDULE

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

Construction of Segment 1: 12/01/24

Construction of Segment 2: TBD – 2025

Construction of Segment 3: TBD – 2025

Anticipated milestones for the Project are as follows:

Scoping Meeting with stakeholders: 12/23

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

Milestone Deliveries for Segment 1:

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

Segment 1 Design Phase Start: 1/1/24

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

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

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

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

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

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

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

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

RFP INSTRUCTIONS

I QUESTIONS ABOUT RFP

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

II AMENDMENTS TO RFP

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

III CONTENTS OF PROPOSAL

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

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

Proposal Sections

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

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

2. Statement of Project Team Qualifications including:

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

3. Describe the Key Project Consultant Team Members

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

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

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

4. Project Approach

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

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

5. Past Performance

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

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

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

6. Proposed Schedule to Complete the Project

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

7. Small Business Participation Plan

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

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

One page narrative for scoring purposes.

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

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

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

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL

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

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

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

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

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

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

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

V MODIFICATIONS TO OR WITHDRAWAL OF PROPOSALS.

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

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

VI EVALUATION CRITERIA

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

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

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

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

VII ANTICIPATED AWARD SCHEDULE

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

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

TERMS AND CONDITIONS

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

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

SPECIAL TERMS AND CONDITIONS

COMPETENCY OF CONSULTANTS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES

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

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

ATTACHMENTS

The Following Attachments are for reference only:

1. Kiowa Bennett TIP Trail Conceptual Layout

SUBMISSION FORM

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

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

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

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

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

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

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

Vendor# _____

1 NAME OF FIRM:

NAME (Legal Name)

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

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

NAME (As it appears on invoice)

ADDRESS

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

STREET ADDRESS

CITY, STATE, ZIP

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

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

TAXPAYER IDENTIFICATION NUMBER (TIN)

SAMPLE AGREEMENT

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

1.0 PARTIES

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

2.0 RECITALS AND PURPOSE

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

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

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

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

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

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

5.0 PROJECT REPRESENTATION

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

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

6.0 TERM

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

7.0 INSURANCE

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

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

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

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

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONSULTANT

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

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

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

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

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

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

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

16.0 ENFORCEMENT

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

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

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

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the Town:

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

If to the Consultant:

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

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

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

TOWN OF BENNETT
A Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
Town Clerk

CONSULTANT:

By: _____
Title: _____
Date: _____

Exhibit A – Scope of Services and Price Information

[See Following Page(s)]

Exhibit B

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

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

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

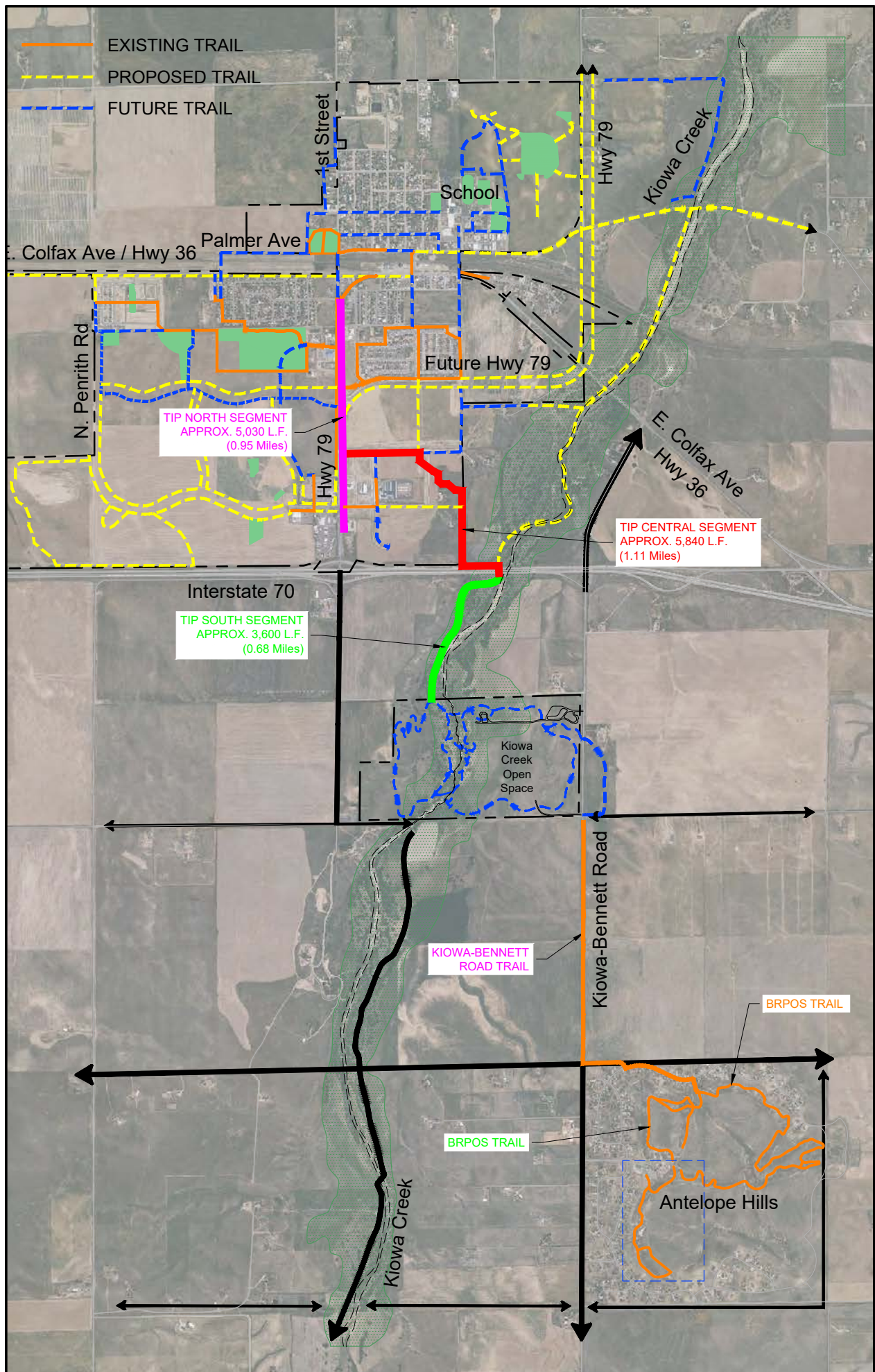
If Consultant obtains actual knowledge that a subconsultant performing work under this contract for services knowingly employs or contracts with an illegal alien, Consultant shall:

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

My commission expires: _____

(SEAL)

Notary Public



ACOS KIOWA NORTH OPEN SPACE AREA

INTERSTATE 70

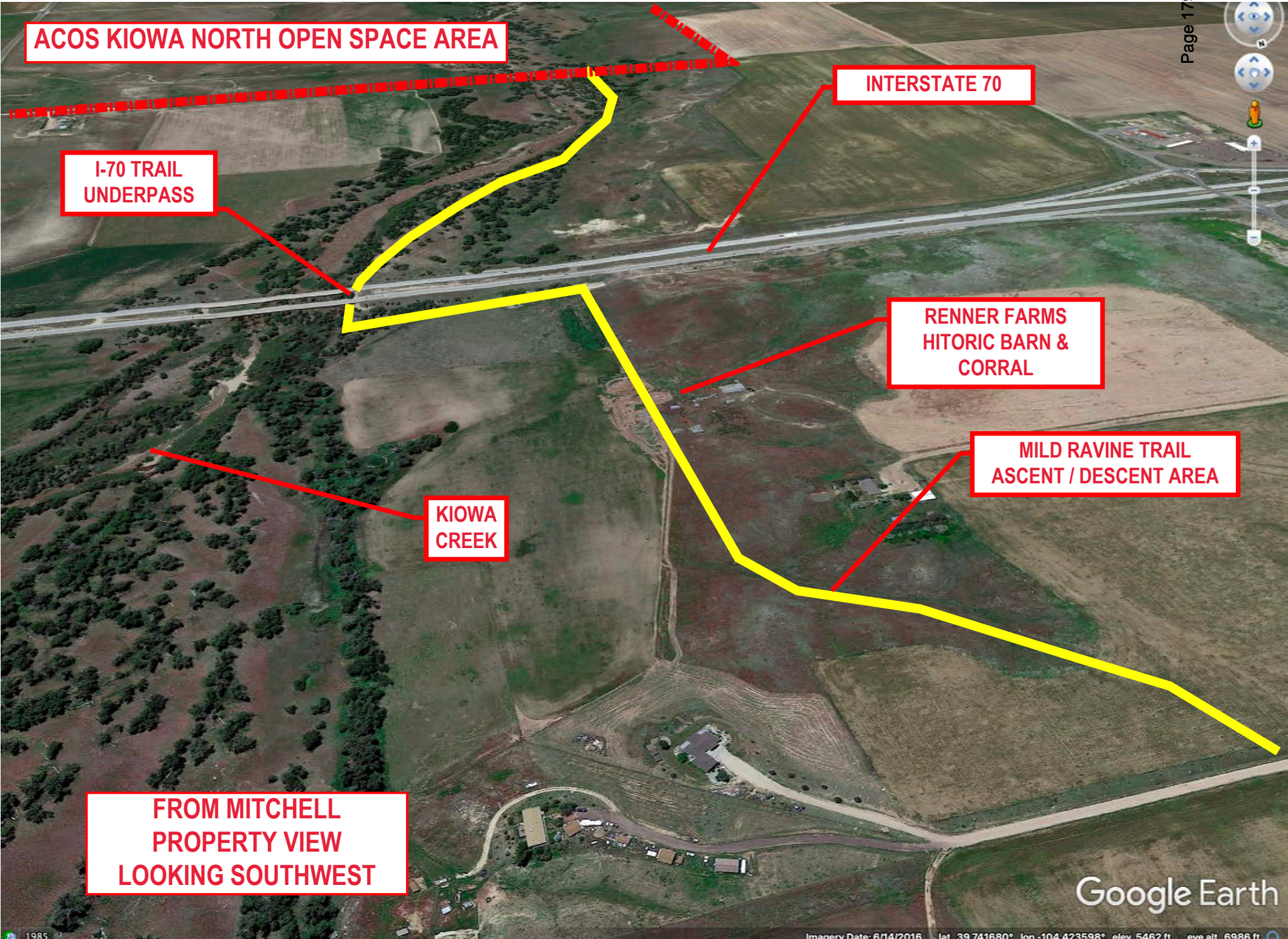
I-70 TRAIL UNDERPASS

**RENNER FARMS
HITORIC BARN &
CORRAL**

**MILD RAVINE TRAIL
ASCENT / DESCENT AREA**

**KIOWA
CREEK**

**FROM MITCHELL
PROPERTY VIEW
LOOKING SOUTHWEST**





**RENNER FARMS
HISTORIC BARN &
CORRAL AREA**

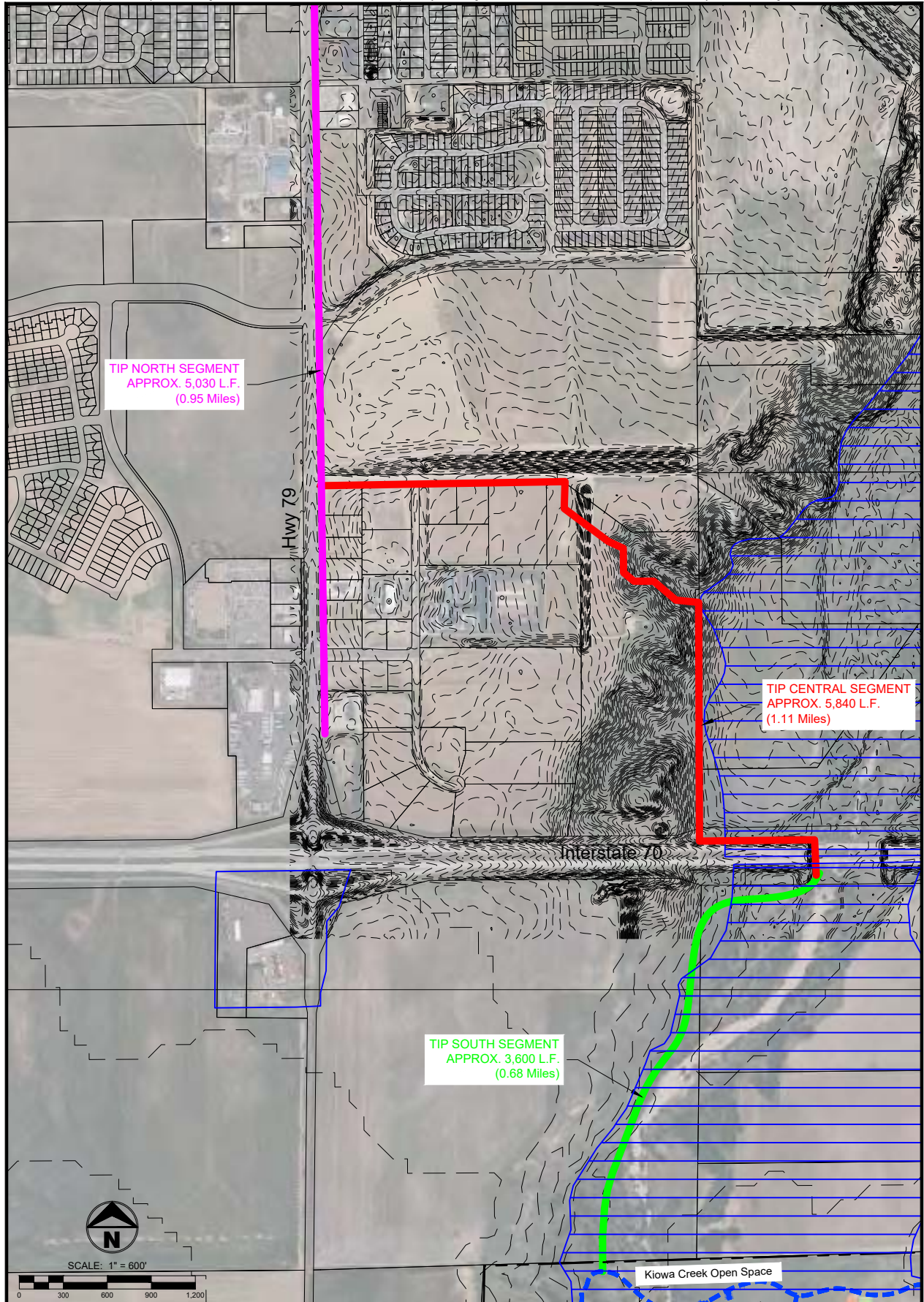
I-70 TRAIL UNDERPASS

**KIOWA
CREEK**

INTERSTATE 70

**ARAPAHOE COUNTY OPEN SPACE -
KIOWA NORTH OPEN SPACE**

**FROM ACOS KNOS VIEW
LOOKING NORTHEAST**



TIP NORTH SEGMENT
APPROX. 5,030 L.F.
(0.95 Miles)

TIP CENTRAL SEGMENT
APPROX. 5,840 L.F.
(1.11 Miles)

TIP SOUTH SEGMENT
APPROX. 3,600 L.F.
(0.68 Miles)

Kiowa Creek Open Space

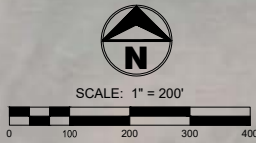
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Scale	1" = 600'
By	LD
Date	22/AUG/22
Project No.	728

TOWN OF BENNETT KIOWA CREEK TRAIL AND MULTI MODEL IMPROVEMENT PROJECT

OVERALL MAP

TERRAMAX, INC.
CONSULTING ♦ ENGINEERING

4220 GOLF VISTA DRIVE
LOVELAND, COLORADO 80537
DANGIROUX@TERRAMAX.US
(303) 929-3194



Project No. 728
Date 22/AUG/22
By LD
Scale 1" = 200'
Sheet 2

**TOWN OF BENNETT KIOWA CREEK TRAIL
AND MULTI MODEL IMPROVEMENT PROJECT**
NORTH SEGMENT

TERRAMAX, INC.
CONSULTING ♦ ENGINEERING
4220 GOLF VISTA DRIVE
LOVELAND, COLORADO 80537
DANGIROUX@TERRAMAX.US
(303) 929-3194



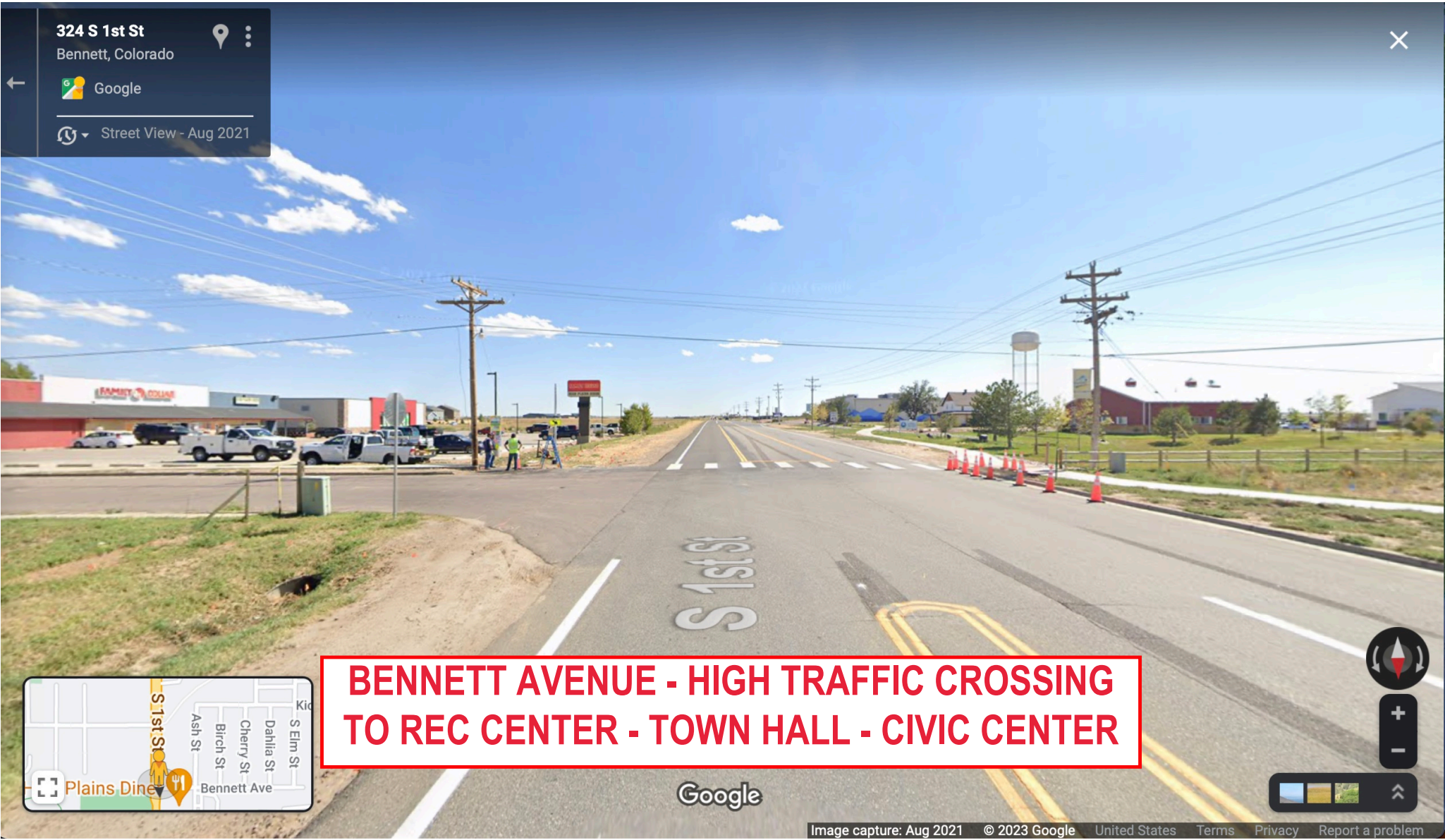
200 CO-79
Bennett, Colorado

Google

Street View - Aug 2021

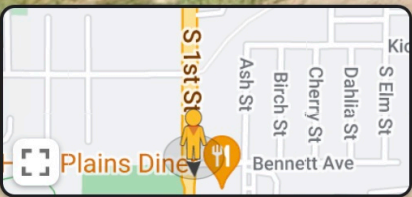
**CENTENNIAL DRIVE CROSSING
AREA - NORTH TRAIL END NEW
CONSTRUCTION**





324 S 1st St
Bennett, Colorado
Google
Street View - Aug 2021

**BENNETT AVENUE - HIGH TRAFFIC CROSSING
TO REC CENTER - TOWN HALL - CIVIC CENTER**



Google



475 CO-79
Bennett, Colorado

Google

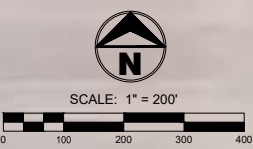
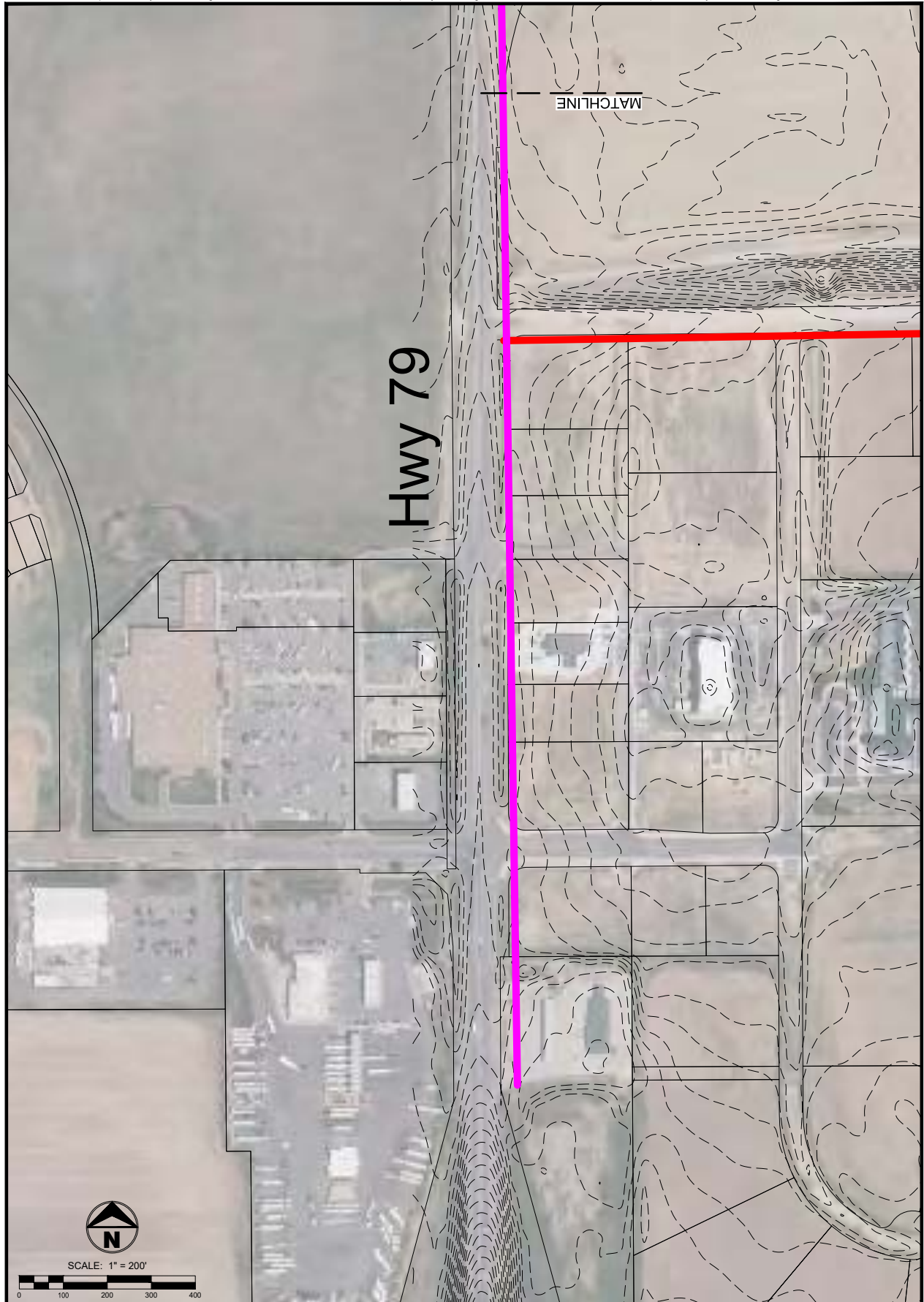
Street View - Sep 2021

**EDWARD AVENUE - NO CONNECTION TERMINUS
OF 10-FOOT CONCRETE TRAIL TO EAST**

Google



**EDWARD AVENUE - NO CONNECTION TERMINUS
OF 10-FOOT CONCRETE TRAIL TO EAST**



Sheet
3
 Scale: 1" = 200'
 BY LD
 Date 22/AUG/22
 Project No. 728

**TOWN OF BENNETT KIOWA CREEK TRAIL
 AND MULTI MODEL IMPROVEMENT PROJECT**

NORTH SEGMENT

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 CONSULTING ♦ ENGINEERING

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 DANGIROUX@TERRAMAX.US
 (303) 929-3194

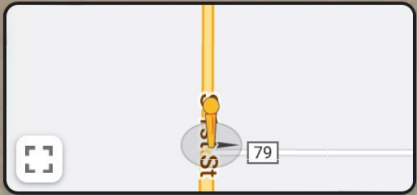


475 CO-79
Bennett, Colorado

Google

Street View - Sep 2021

**PEARL STREET INTERSECTION WITH
EAST DRAINAGEWAY OPEN SPACE**



Google

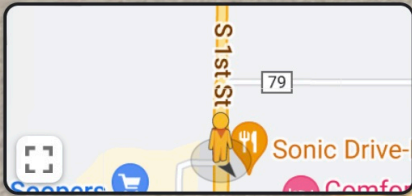


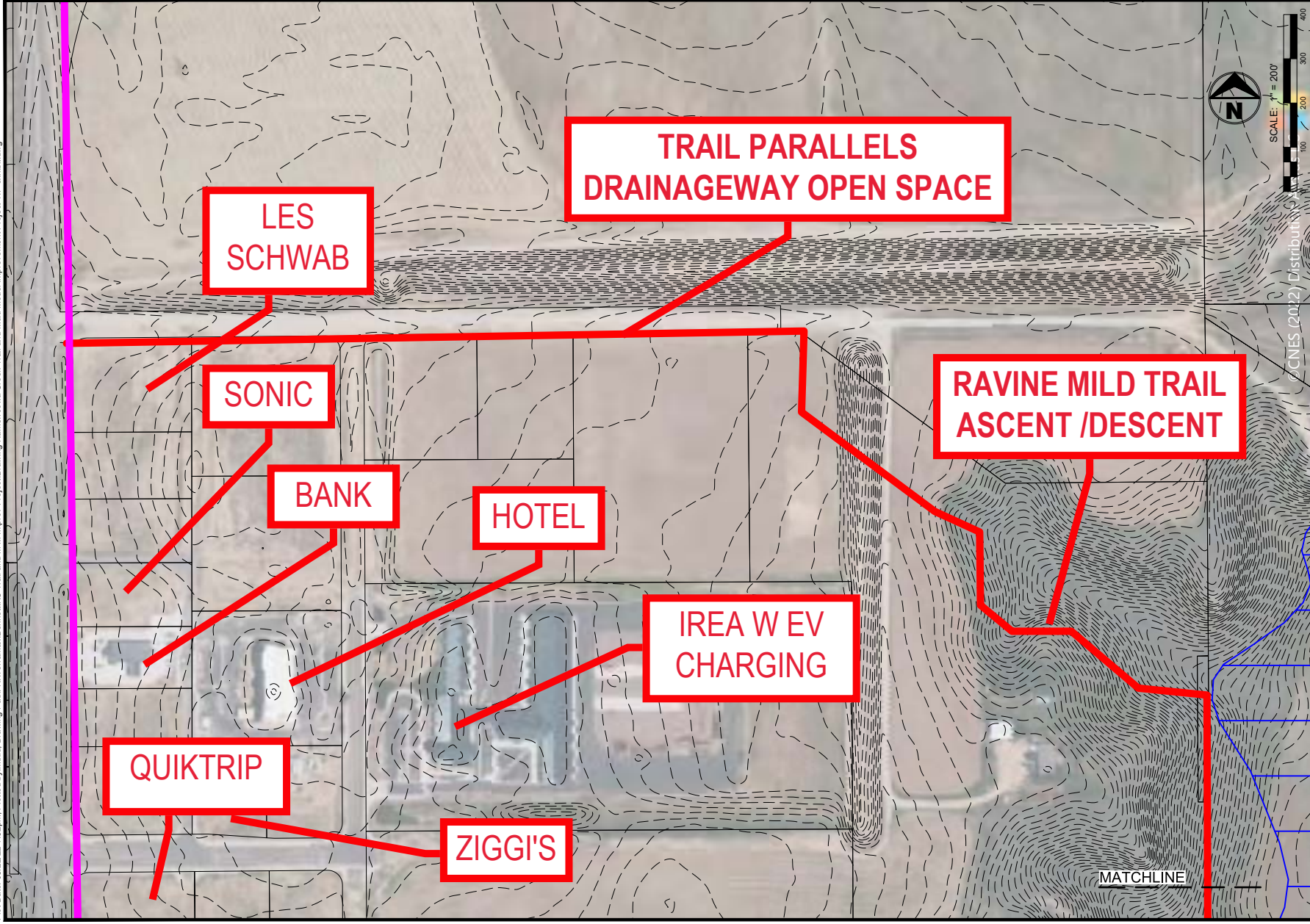
CO-79
Bennett, Colorado

Google

Street View - Aug 2021

**PRIVATE DRIVE CROSSING TO HOTEL, BANK,
SONIC, ZIGGI'S**





(C)NES (2012) / Distribute

SCALE: 1" = 200'

N

TERRAMAX, INC.
CONSULTING ♦ ENGINEERING

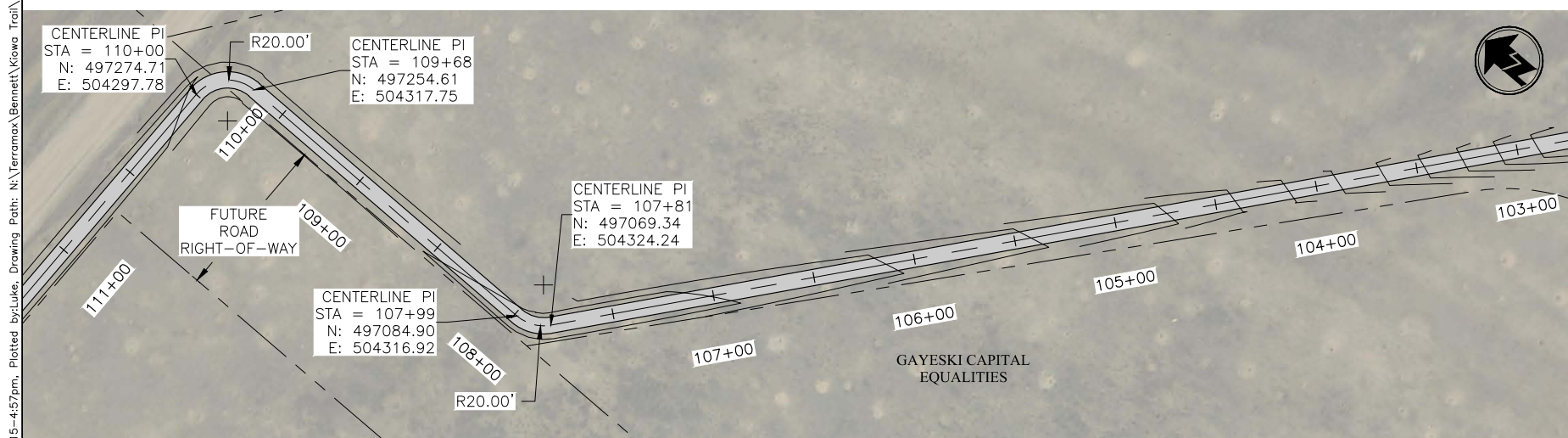
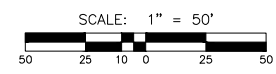
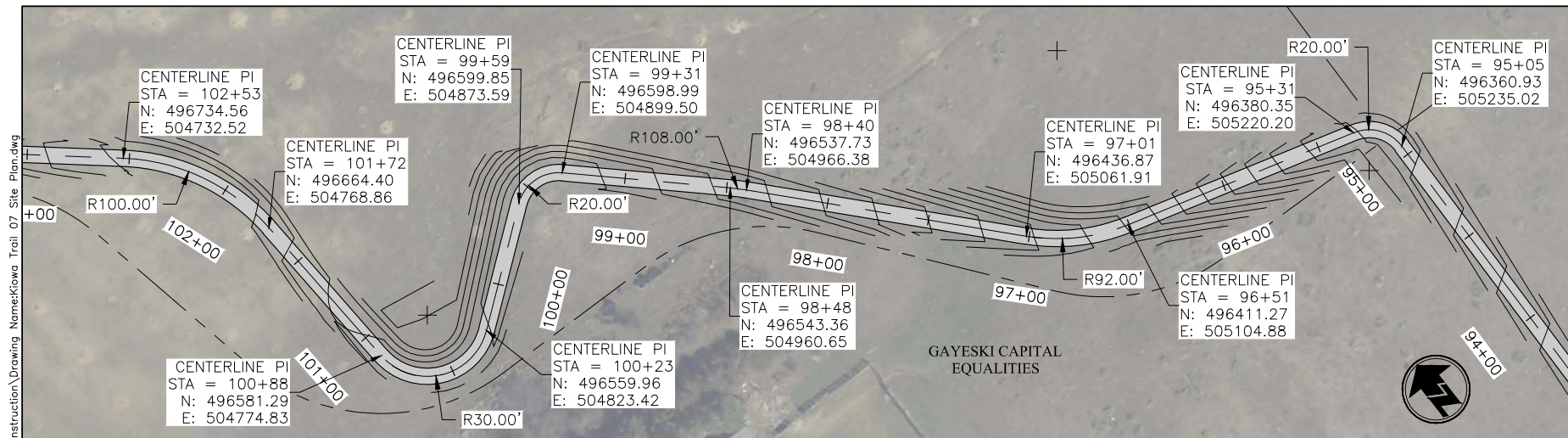
4220 GOLF VISTA DRIVE
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(303) 929-3194


**TOWN OF BENNETT KIOWA CREEK TRAIL
AND MULTI MODEL IMPROVEMENT PROJECT**

NORTH SEGMENT

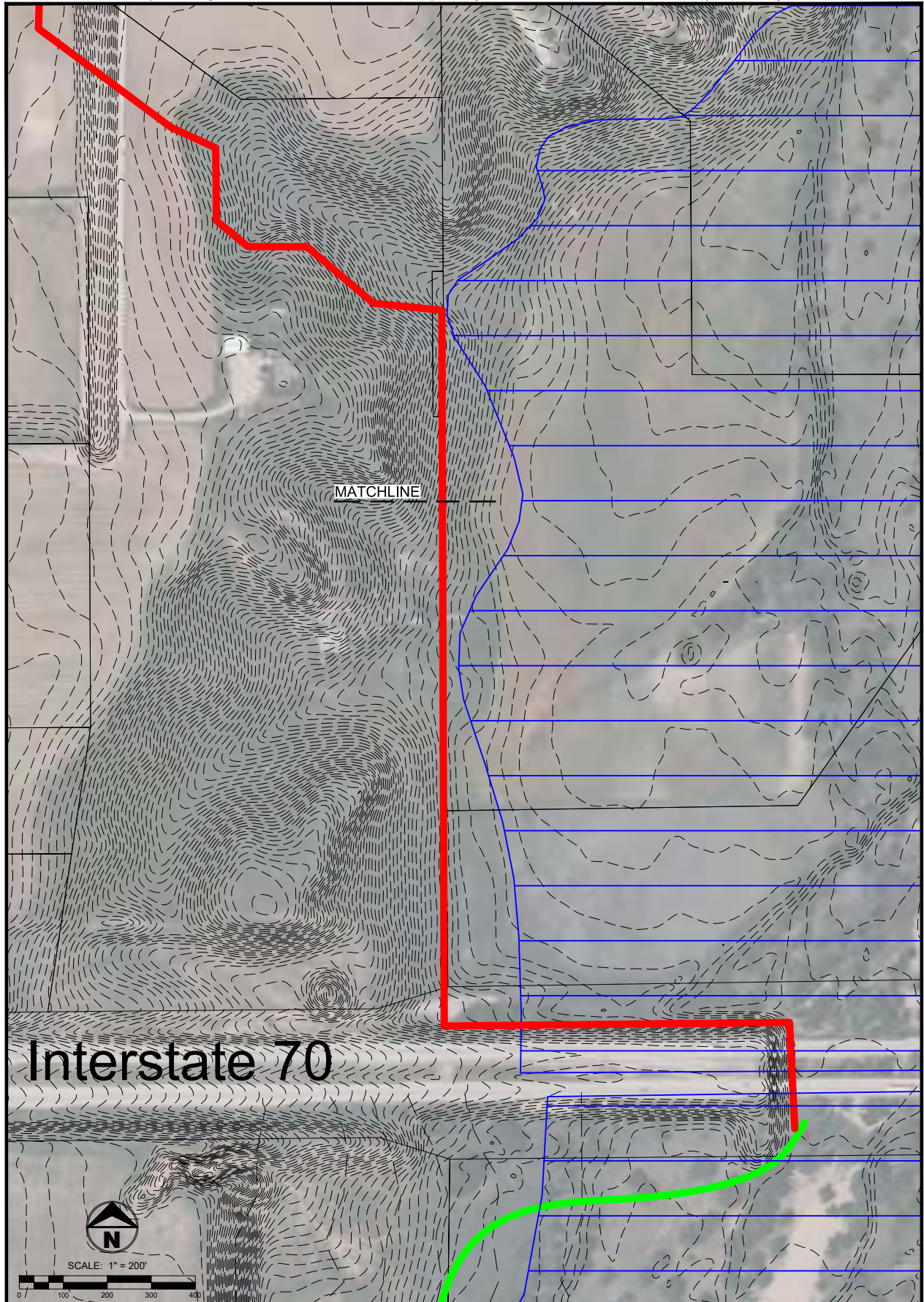
Project No.	728
Date	22/AUG/22
By	LD
Scale	1" = 200'
Sheet	4

MATCHLINE

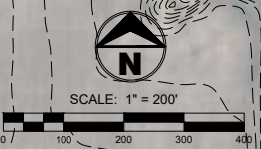


Computer File Information Creation Date: 06/29/15 Initials: LD Last Modification Date: 06/29/15 Initials: LD Full Path: Bennett/Kiowa Trail/Plan Set/Construction Drawing File Name: Kiowa Trail 07 Site Plan Acad Ver: Civil 2016 Scale: n/a Units: Feet		Index of Revisions <table border="1"> <tr> <th>Issue Date</th> <th>DPG/LD</th> </tr> <tr> <td>08/05/15</td> <td></td> </tr> </table>		Issue Date	DPG/LD	08/05/15		Colorado Department of Transportation  4201 East Arkansas Avenue CDOT HQ, 4th Floor Denver, CO 80222 Phone: 303-757-9021 FAX: 303-757-9868 Division of Project Support DLM/LTA		PRELIMINARY SET No Revisions: Revised: Void:		KIOWA TRAIL CONSTRUCTION Site Plan Sta: 94+00 to 111+00 Designer: DPG Detailer: LD Sheet Subset: Subset Sheet: 17 of XX		Project No./Code XXX XXXX-XXX XXXXX 17	
Issue Date	DPG/LD														
08/05/15															

Plot Date: 08/13/15-4:57pm. Plotted by: Luke, Drawing Path: N:\TerraMax\Bennett\Kiowa Trail\Plan Set\Construction\Drawing Names\Kiowa Trail 07 Site Plan.dwg



Interstate 70



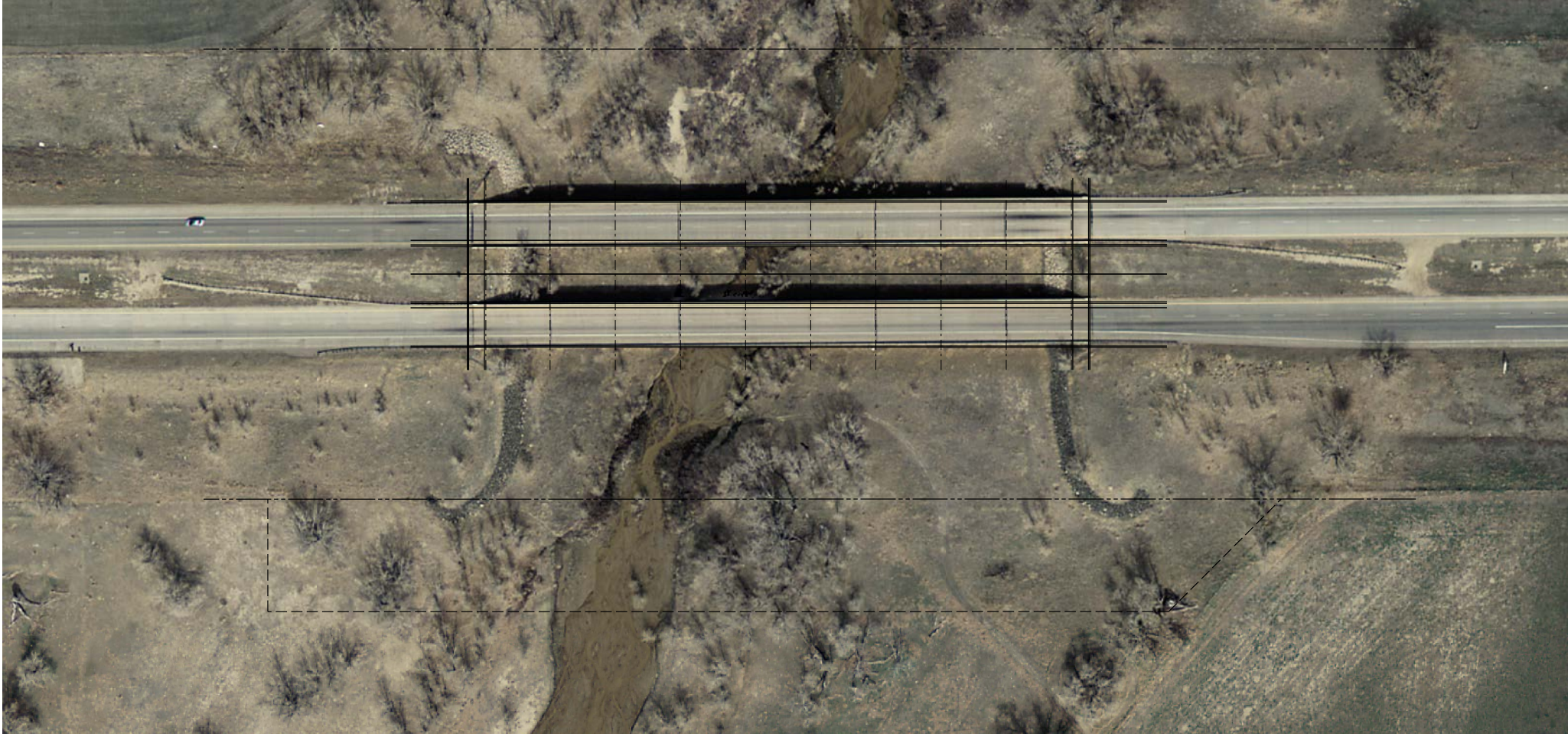
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	By	LD
	Date	22/AUG/22
	Project No.	728

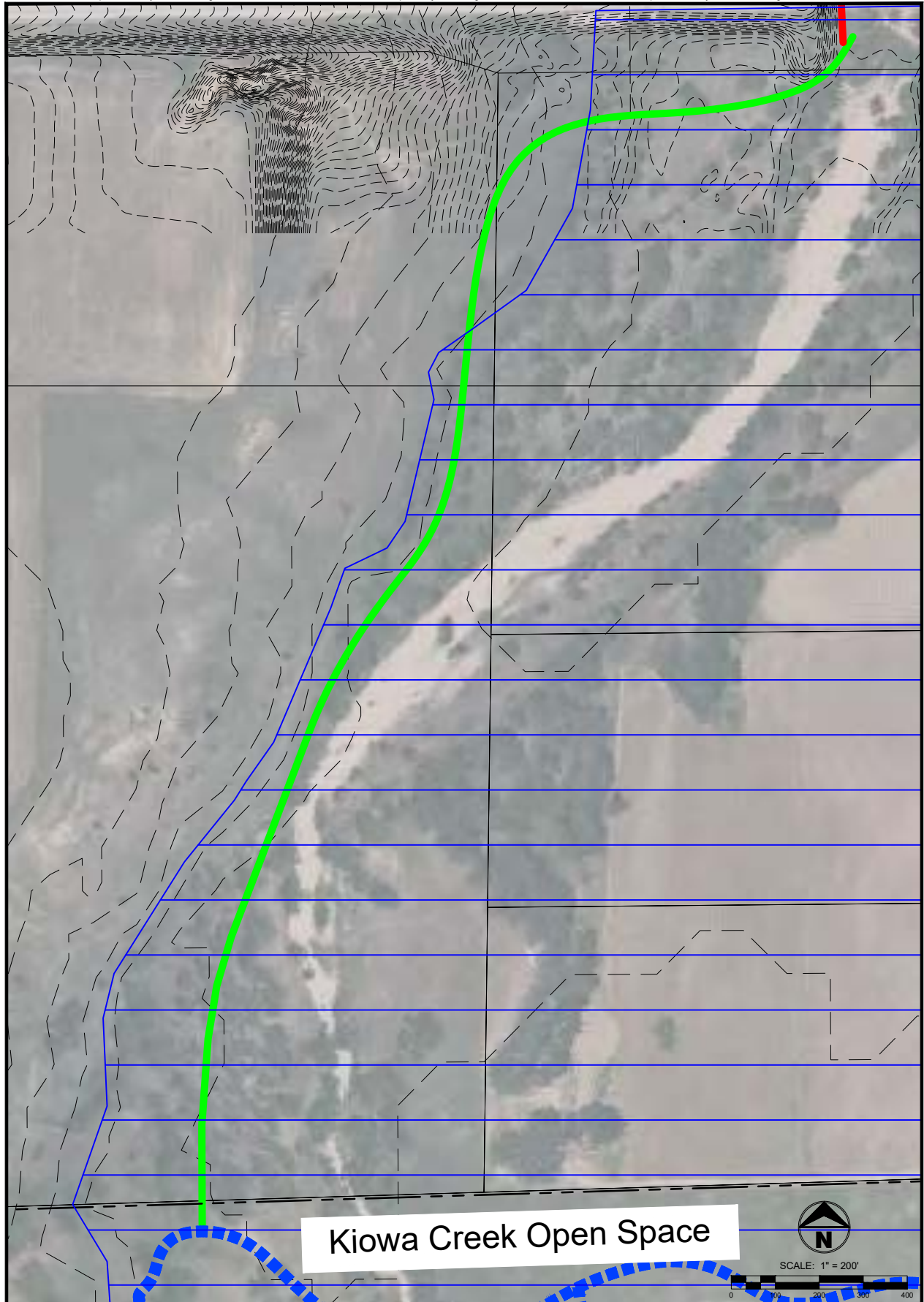
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AND MULTI MODEL IMPROVEMENT PROJECT**

NORTH SEGMENT

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CONSULTING ♦ ENGINEERING

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DANGIROUX@TERRAMAX.US
(303) 929-3194





Kiowa Creek Open Space



SCALE: 1" = 200'



Sheet
6

Scale: 1" = 200'

By: LD

Date: 22/AUG/22

Project No.: 728

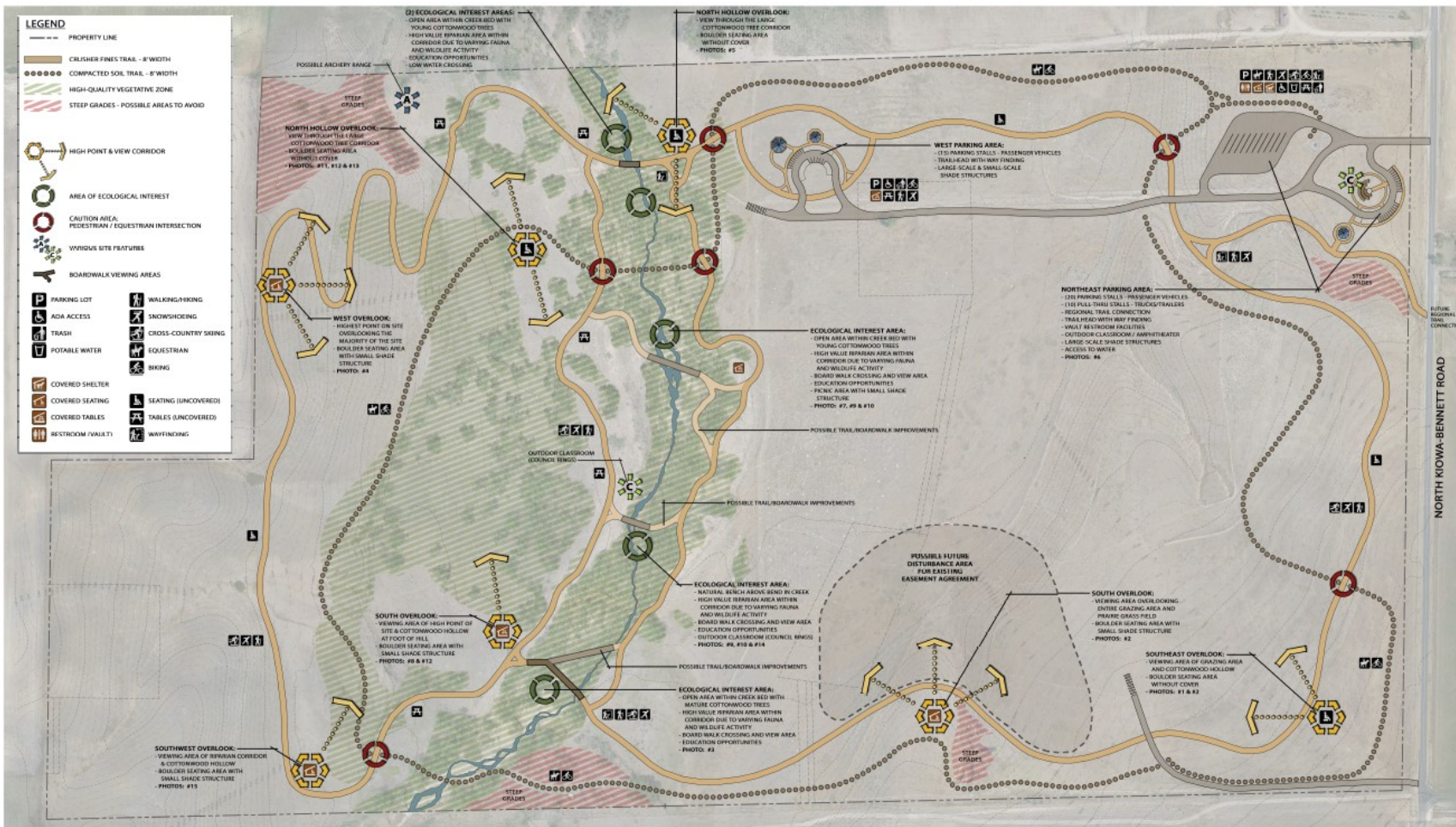
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AND MULTI MODEL IMPROVEMENT PROJECT**

NORTH SEGMENT

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DANGIROUX@TERRAMAX.US
(303) 929-3194

CONCEPTUAL OPEN SPACE PLAN



Kiowa Creek North Open Space
Arapahoe County

ARAPAHOE COUNTY OPEN SPACES | FIND YOUR SPACE

DNM DESIGN

1011 S. Broadway
Suite 100
Denver, CO 80209
303.733.1500
www.dnm-design.com

0 50 100 200
SCALE: 1"=100'-0"
DATE: 03/01/2022

Man Hour and Fee Estimate

Total Phase I \$ 459,580.00
Total 3 Phases \$ 871,040.00

Project: Kiowa Bennett Trail

Phase I - Conceptual Design Segments 1, 2, & 3 + Final Design Segment 1

	Project Manager	Senior Engineer	Engineer	Environmental	Tech	Admin	Labor Amount
	\$ 230.00	\$ 200.00	\$ 140.00	\$ 150.00	\$ 100.00	\$ 100.00	
General							
Coordination Meetings	36	36	36	36	16	36	\$ 31,120.00
Monthly Progress Reports	20					20	\$ 6,600.00
Progress Meetings	20	20	20				\$ 11,400.00
Public Involvement	40	20	20		40	40	\$ 24,000.00
Project Schedule	10						\$ 2,300.00
Data Collection							
Geotech Design Surveys, Right of Way Mapping	10	10			10		\$ 5,300.00
Engineering Research	10	12					\$ 4,700.00
Utility Investigation	10		40		80		\$ 15,900.00
Geotechnical Investigation			10		10		\$ 2,400.00
Conceptual Design (Segments 1, 2, & 3)							
Segment 1 (North)	10	20	40		20		\$ 13,900.00
Segment 2 (Central)	10	20	80		40		\$ 21,500.00
Segment 3 (South)	10	20	80		40		\$ 21,500.00
Environmental Study (Segments 1, 2, & 3)							
Resource Research				180			\$ 27,000.00
Environmental Analysis and Documentation				180	120	60	\$ 45,000.00
Preliminary & Final Design							
Utility Clearances			40				\$ 5,600.00
Traffic Engineering			20				\$ 2,800.00
Drainage Design		7	56		28		\$ 12,040.00
Roadway Design		7	112		56		\$ 22,680.00
Structural Design			16		8		\$ 3,040.00
Erosion Control Plans			24		12		\$ 4,560.00
Right-of-Way Plans			28		14		\$ 5,320.00
Cross Sections		7	28		14		\$ 6,720.00
Environmental Compliance	2			20			\$ 3,460.00
Specifications	2		20				\$ 3,260.00
FIR / FOR Submittals and Meetings	8	16	16				\$ 7,280.00
Estimate of Construction Costs							
Preliminary, and Final Cost Estimate	10	10	20				\$ 7,100.00

Technical Documentation							
Technical Documentation	10	10	20			10	\$ 8,100.00
Bidding Phase							
Pre-Bid Meeting & Plan Interpretation	20	20	10			10	\$ 11,000.00
Subconsultant Services - (Lump Sum)							
Survey & ROW Mapping							\$ 42,000.00
SUE							\$ 20,000.00
Geotechnical							\$ 16,000.00
ROW Acquisition / Clearance							\$ 10,000.00
Traffic Data							\$ 26,000.00
Potholing							\$ 10,000.00
Total of LS (Subconsultants)							\$ 124,000.00
Total Hours	238	235	736	416	508	176	2,309
Total Labor Cost	\$ 54,740.00	\$ 47,000.00	\$ 103,040.00	\$ 62,400.00	\$ 50,800.00	\$ 17,600.00	\$ 335,580.00
				Total Design and Clearances			\$ 459,580.00



KIOWA BENNETT TIP TRAIL - DESIGN
NOVEMBER 28, 2023

A PROPOSAL PREPARED FOR



November 28, 2023

**RE: Kiowa Bennett TIP Trail - Design
Theorem Design Group Introductory Letter**

Theorem Design Group, Inc. (Theorem) is elated to submit this proposal for design engineering services for the Kiowa Bennett TIP Trail Project. Theorem was founded to solve unique design projects like this; one that requires the expertise of a Colorado firm. We believe engineers do their best on projects that they want to work on, and we sincerely hope our proposal reflects this desire.

We have built a team which is available, competent, qualified, and excited to serve the Town of Bennett. Our team was built from firms that are experts in their respective fields whom Theorem has close ties and whom we know will deliver. Our team is comprised of eight local firms including the following:

- **Theorem Design Group:** Currently designing the SH 79 over I-70 project
- **105 West:** Local survey team that offers mobile LiDAR
- **Clanton:** Local lighting team with Bennett experience on the SH 79 over I-70 project
- **DHM:** Local headquarters, local experience in the Town of Bennett
- **Goodbee:** Local utility company with Bennett experience on the SH 79 over I-70 project
- **Granite:** Local geotechnical firm
- **Ironstride:** Local traffic firm with Bennett experience on the SH 79 over I-70 project
- **Pinyon:** Local environmental firm with Bennett experience on the SH 79 over I-70 project and I-70 Systems Level Study

Aside from our excellent subconsultant team members, when you work with Theorem, you work directly with the owners of the company. We know that our reputation and dream is on the line and we must deliver a high quality design with clear and concise plans and specifications.

Theorem understands the complexity of this project and its principals have delivered projects like this in the past for other Colorado clients. Our three main goals are to complete a high-quality project within budget, complete the project prior to September 30, 2026, and provide a safe, efficient, and connected multi-modal transportation network. We understand that with TIP funding, the Town of Bennett has a strict timeline and stakeholders to report to. We have identified the critical path issues as the coordination for the SH 79 crossings, the environmental permits, and the ROW acquisitions, and are confident that our approach will address them as quickly as possible so they don't delay the schedule.

Theorem also knows that often there are different priorities that create tension between local agencies and federal or state agencies. We are experienced in such conflicts and know how to balance the needs of multiple agencies to produce the best product for all involved. Our specific experience with CDOT and our understanding of their processes and requirements will help in coordinating the trail design.

Theorem will comply with the insurance and indemnity requirements listed within the Sample Professional Services Agreement. This includes all insurance requirements regarding workers' compensation, general liability insurance, comprehensive automobile liability, professional liability, and physical damage insurance. We will provide certificates of insurance for each policy and maintain it throughout the project.

The Theorem team appreciates this opportunity to serve the Town of Bennett and is hopeful that this proposal represents the first step toward working together to make Town of Bennett a more accessible and active city.

I, Caroline Draper, am a founding Principal at Theorem and will serve as the Project Manager for this project and will be the primary contact regarding this submittal. **I can be reached by email at caroline.draper@theoremdesigngroup.com or by phone at 303-762-6384 (Cell).**

I hereby certify that all information and data contained within and submitted for this proposal is true and complete to the best of my knowledge.

Regards,



Caroline Draper, PE
Principal
Theorem Design Group, Inc.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Theorem Design Group, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 655 S Newport St</p> <p>6 City, state, and ZIP code Denver, CO 80224</p>	<p>Requester's name and address (optional)</p>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
8	7	-	4	0	3	1	1	3	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/16/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Page 201

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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STATEMENT OF
PROJECT TEAM
QUALIFICATIONS

INTRODUCING THEOREM DESIGN GROUP AND OUR TEAM

Theorem Design Group, Inc. (Theorem) was formed in December of 2021 and consists of three principals and one employee. The four members have nearly 80 years of combined experience in the design and management of Colorado Local Agency transportation improvement projects. This experience is almost exclusively in Colorado and predominantly for Front Range communities and CDOT. Because Theorem only operates in Colorado, we keep up on all the trends within the Colorado marketplace including CDOT policies and procedures. What this means for the Town of Bennett is that there will be no learning curve in dealing with CDOT.

We have partnered with seven other firms, each chosen for their expertise and skill. Each subconsultant operates as a “boutique” firm, where they specialize in the discipline in which we have proposed herein. Most of these firms are Theorem’s go-to firms and have worked on multiple Theorem projects and with members of Theorem on multiple projects before the firm was founded. We fortified our core team by partnering with strategic subconsultants, enhancing our extensive expertise with their invaluable, field-specific experience showcased in the upcoming pages.

The following few pages introduces our team and defines each member's specific strengths and experience.



Role: Project Management, Trail Design, Drainage and Water Quality Design

Years in Business: 2 | **Predominate Work Location:** Denver, CO | **Percentage of Staff Locally Available:** 100% | **Percentage of Work Performed:** 75%

Theorem was founded to serve the Colorado transportation design and engineering marketplace. All members of the firm are seasoned project managers to go along with their own discipline specific design expertise. The benefit of this experience is that each engineer can identify where their design affects other disciplines and can communicate the details appropriately. We deliver projects from conception through to final design and know the process for developing and taking feedback from clients and stakeholders. We are familiar with AASHTO, CDOT, and FHWA standards, policies, and guidelines and know how to incorporate them into a design. Specifically, we understand how to develop designs that are compliant with ADA requirements, which is imperative on multi-modal trail projects.

Theorem is well versed in the CDOT design process and has served as a prime consultant for both CDOT directly and for local agencies such as the City of Littleton on CDOT administered projects. Because we have been through this process before, we understand the timelines and steps to follow and are not learning the process on the fly. We also know that we would be working for Bennett not CDOT and would put Bennett’s interests first while following the process CDOT demands.

Our firm is passionate about multi-modal projects and takes pride in designing multi-modal facilities that are safe, inviting, and efficient. Our engineers have worked on several trail projects across Colorado and frequently take our families to enjoy these facilities. We know that having connected networks of trails are important to create healthier communities and a cleaner environment. These values will show when you work with Theorem.

THEOREM'S MULTI-MODAL EXPERIENCE

Theorem’s engineers have worked on multi-modal projects all over Colorado, many with CDOT oversight (**in Bold**).

- 30th Street Underpass – Boulder, CO
- **C470 Managed Lanes – Lone Tree, CO**
- **Windermere over the High Line Canal – Littleton, CO**
- **Highland Pedestrian Bridge – Denver, CO**
- Euclid Underpass – Boulder, CO
- Lionshead Skier Bridge – Vail, CO
- Rivergate Pedestrian Bridge – Durango, CO
- **West Vail Pass Safety Improvements – Vail, CO**
- Arapahoe Avenue Underpass – Boulder, CO
- **Cimarron Interchange – Colorado Springs, CO**
- Cottonwood Drive – Parker, CO
- Broadway/Fourmile Canyon Creek – Boulder CO
- **US36 Managed Lanes – Broomfield, CO**
- North Broadway Improvements – Boulder, CO
- **US34 Fort Morgan to Brush – Fort Morgan, CO**
- **SH7 Boulder Canyon – Lyons, CO**
- **North Meadows Blvd & US85 – Castle Rock, CO**
- **Pecos & I-70 – Denver, CO**
- Arapahoe Canal over Chambers Rd – Parker, CO



The 30th Street underpass required steep grades and curves and layout was key to meeting ADA. The grade changes are similar to the grade changes in the ravine in Segment 2.



Role: Landscape Architecture

Years in Business: 48 | **Predominate Work Location:** Denver, CO

Percentage of Project Team Available Locally: 100% | **Percentage of Work Performed:** 1%

DHM Design is a landscape and ecological professionals firm that call the West home. We are users and lovers of the outdoors, committed to both environmental and cultural preservation. Since our founding in Denver in 1975, our employee-owned Corporation has expanded with offices in Carbondale, Durango, Bozeman, and Missoula. Our roster now includes professionals in landscape architecture, natural resource management, horticulture, land use planning, graphic design, 3D modeling and computer imaging, plus some who also hold degrees in fields like studio art, anthropology and philosophy. Our work is primarily in the American West, from the Front Range across the Great Basin to the Sierra Nevadas. We plan and design for civic spaces, commercial and urban development, small-town revitalizations, parks and open spaces, and private legacy projects. This connection has instilled in us a deep sensitivity to the necessary balance between protecting nature and revealing how it can be enjoyed. We advocate a collaborative design process, working hand-in-hand with our clients, their communities and the design team to turn ideas into reality.



Role: Environmental Permitting/Design

Years in Business: 30 | **Predominate Work Location:** Lakewood, CO

Percentage of Project Team Available Locally: 100% | **Percentage of Work Performed:** 5%

With a focus on transportation, Pinyon offers environmental consulting services and has extensive experience with NEPA documentation, completing hundreds of Categorical Exclusions (CatEx) per CDOT protocols (i.e., CDOT Form 128). Pinyon routinely coordinates with numerous jurisdictional agencies for environmental compliance and permitting. Pinyon has been involved in over 60 trail projects throughout Colorado’s front range, many with CDOT funding and oversight. Specific examples of similar trail projects include: Lone Tree Creek Trail Phase III (City of Centennial), C-470 Trail Bridge over University Blvd (Douglas County), US 36 Trail TIP Grant (Town of Superior), South Platte River Trail Improvements (Multiple Segments) (City and County of Denver and Mile High Flood District) and Poudre River Trail Project (Timnath Segment, Larimer County Engineering Department). Additionally, Pinyon has an understanding of the environmental context in the area, having completed a high-level overview of environmental resources for the Interstate 70 (I-70) System Level Study, which included the Bennett I-70 interchange south of the proposed trail alignment. Pinyon also has recently initiated a Sustainability & Resiliency Team, who focus on sustainability planning and implementation, employing internationally recognized frameworks to enhance project performance.



Role: Utility Design/SUE

Years in Business: 29 | **Predominate Work Location:** Lakewood, CO

Percentage of Project Team Available Locally: 100% | **Percentage of Work Performed:** 5%

Established in 1994, Goodbee & Associates, Inc. is a technical consulting firm providing civil engineering, landscape architecture, and environmental compliance. Goodbee specializes in subsurface utility engineering (SUE), wet and dry utility design; utility coordination consistent with ASCE 38; landscape design; streetscape design, park and trail design; roundabouts; bridge and wall aesthetics; public involvement; visual impact analysis; hazardous materials assessment; and other NEPA compliance services. Our staff of 33 engineers, landscape architects, and technicians has served CDOT, RTD, and localities throughout Colorado on all project phases from planning through design and construction. Goodbee is based in Lakewood, Colorado and is a women-owned small business certified as a Disadvantaged Business Enterprise (DBE) and CDOT ESB.



Role: Traffic Engineering

Years in Business: 5 | **Predominate Work Location:** Denver, CO

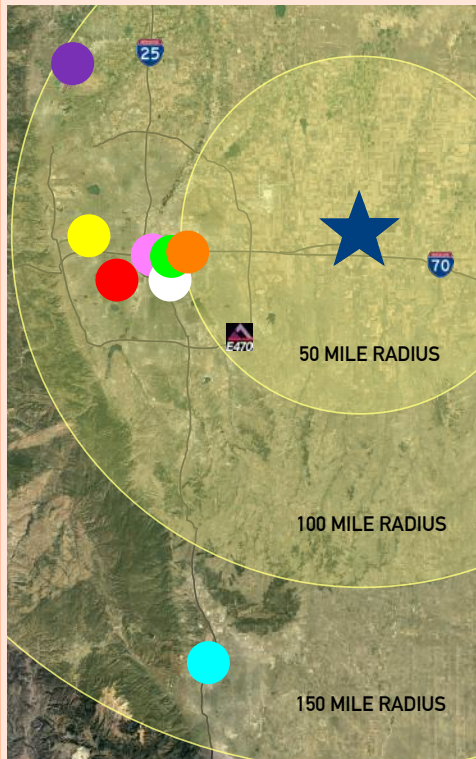
Percentage of Project Team Available Locally: 100% | **Percentage of Work Performed:** 3%










IronStride Solutions, PC (IronStride) is a Denver-based engineering firm focused on designing and delivering traffic operations and technology-related transportation projects. Supporting the full spectrum of traffic engineering and Intelligent Transportation Systems (ITS) services, our key staff have served in lead roles for many of the major transportation projects in Colorado. We excel in a collaborative team environment and have a passion for using our experience to come up with unique solutions that serve the communities around us.

TEAM OFFICE LOCATIONS

As a small local firm, Theorem's business philosophy is to partner with other small, local businesses whenever possible. In this case, all eight of our team members are headquartered in Colorado, with the majority of their work serving Colorado communities.

See below for a map that displays where in Colorado each team member is located.



-  TOWN OF BENNETT
-  GRANITE
-  PINYON
-  THEOREM
-  IRONSTRIDE
-  CLANTON
-  GOODBEE
-  DHM
-  105WEST



Role: Geotechnical Engineering

Years in Business: 3 | **Predominate Work Location:** Colorado Springs, CO

Percentage of Project Team Available Locally: 100% | **Percentage of Work Performed:** 3%

Granite Engineering Group, Inc. (GEG), a DBE and ESB, was established in 2020 and is located in Colorado Springs, Colorado. GEG geotechnical design capabilities include foundation system, soil improvement, pavement design earth retention system, geohazard, and slope stability analysis and design. GEG has provided geotechnical services for CDOT, City of Colorado Springs, City and County of Denver, Town of Parker, and Denver International Airport from retaining walls to bridges, slope stabilization, pavement and foundation recommendations for various types of structures. GEG is very familiar with local practices and challenges in Colorado, and has delivered several projects with variety of sizes and challenges successfully since our inception.



Role: Survey and ROW

Years in Business: 17 | **Predominate Work Location:** Denver, CO

Percentage of Project Team Available Locally: 100%

Percentage of Work Performed: 7%

105 West, Inc., is a Denver, Colorado based, DBE and ESB consulting firm that offers professional land surveying services to clients in both the public and private sectors. Founded in 2006, 105 West has built a reputation for providing cost-effective solutions to modern-day survey challenges on time and under budget. 105 West, Inc., specializes in the transportation engineering industry, and has developed proven techniques for safely producing accurate design surveys, ownership maps, right-of-way surveys and control diagrams for all modes of transportation. Our real world survey experience relative to roadway, highway, airport and public works projects has proven beneficial to our clients throughout Colorado.

105 West has performed numerous corridor improvement surveys over the past twelve years. We have an extensive background in navigating the CDOT Local Agency process working in conjunction with other municipalities to streamline the survey to keep the design team on track for major project milestones.



Role: Lighting Design

Years in Business: 42 | **Predominate Work Location:** Lakewood, CO

Percentage of Project Team Available Locally: 100%

Percentage of Work Performed: 1%

Clanton and Associates, Inc. is an award-winning, DBE and ESB design firm that specializes in sustainable lighting design. The firm has been committed to environmentally sensitive design since 1981. Three design staff members are LEED Accredited Professionals. Since being founded, Clanton & Associates has participated in over 4,000 design projects of all types and sizes. The firm's diverse portfolio of work includes: interior and exterior lighting design projects and the development of local and national lighting standards. The firm has successfully developed outdoor urban lighting designs to illuminate streetscapes, pedestrian malls, architectural facades, town squares, landscape features, public art, bridges, roadways, and parking areas and developed master plans for cities, national parks, and federal agencies. With a design process that focuses on creating nighttime environments of the highest quality, unwanted glare, light pollution, and light trespass are minimized. Clanton & Associates collaborates with the client and design team to satisfy the unique goals of each individual project.

FIRM RESOURCES AND CAPABILITIES

Although Theorem is a small firm with only four employees, our entire team consists of high level staff with experience in Roadway and Trail Design. Because our internal team consists entirely of experienced engineers, this increase the efficiency of our staff. We know how to design trails, and we don't have a low-level engineer sitting on the project learning how to design on the Town's dime. Our staff is lean and mean, able to be fast and nimble in implementing ideas and providing the best alternatives and solutions in a fraction of the time.

In addition, we understand the area. In the past five years, both Caroline Draper and Jeb Sloan have been involved as Project Manager, Roadway Design, and Drainage Design roles in two large roadway design jobs in the Town of Bennett. We know the issues, the population, and the priorities of both the Town of Bennett and CDOT in this area.

PROPOSED CONCEPTS FOR SCOPE REDUCTION AND ACCELERATED TASKS

Theorem's concepts to reduce scope and accelerate tasks fall into three different general categories, and are discussed below.

BUILD THE RIGHT TEAM	UNDERSTAND THE PROJECT BACKGROUND, GOALS, AND STAKEHOLDERS	OPTIMIZE THE PROCESS
<ul style="list-style-type: none"> A team of three senior members with roadway/trail design experience allows the Theorem team to progress Segment 2 & 3 conceptual layouts while finalizing the design of Segment 1 without putting additional resources onto the project. Caroline Draper, Brian Hearn, and Jeb Sloan will all be working on laying out different segments while also performing in their roles of project manager and drainage designer. This makes for an efficient team that reduces the coordination effort, design schedule, and costs. Teaming with DHM allows the Theorem team to confirm the design conforms with the latest Kiowa Creek Open Space plan and has consistent aesthetics and amenities throughout the corridor. This will reduce the external coordination required for the southern Segment 3 connection. Rolling over most of the design team from the SH 79 Interchange Team allows the Theorem team to eliminate the time it takes to build relationships and trust with the Bennett and CDOT personnel. Understanding the expectations of the stakeholders will reduce the number of comments that need to be addressed. 	<ul style="list-style-type: none"> Design the trail to minimize interaction with historic properties. It will be crucial to coordinate the trail design with environmental team to determine if historic properties are being impacted and what is needed to avoid these impacts. Avoiding the impacts where possible will allow for a quicker acceptance from the State Historic Preservation Office (SHPO) but may create design concessions. Attempt to design the Segment 2 trail within the easement dedicated to the trail. This will eliminate any time needed to revise the easement that has already been dedicated. Start with the CDOT design for the safety improvements for the crossing design near Centennial Drive. This will help to reach a final design quicker and reduce the design scope by reducing design iterations. 	<ul style="list-style-type: none"> Begin meeting with the City and property owners early in the design process to accelerate the right-of-way acquisition process by confirming the design matches the future development (Bennett Crossing Filing No. 3) plans. Right-of-way acquisition is a critical path element so it will be crucial to the overall schedule to accelerate this task. Investigate utilizing aerial and/or mobile LiDAR for survey. This will reduce the time it takes to obtain survey and will allow the design to begin sooner. Designing the trail through the floodplain to facilitate a no-rise condition in the floodplain. This will eliminate the time and scope needed to obtain a CLOMR. Obtaining a CLOMR will take a minimum of 9 months to complete, which will extend the schedule if required so should be avoided if possible. Combine Segments 2 and 3 into a single package with bid alternates for each segment. This will reduce the required QA/QC and review time. Investigate doing a combined FIR/FOR submittal for Segment 1. This will at least a month of schedule reduction for Segment 1.

PROJECT MANAGEMENT STYLE AND WORKING WITH THE TOWN OF BENNETT

The Town of Bennett has already seen a glimpse of Theorem's Project Management Style through interactions on the SH79 over I-70 bridge replacement project. Although the SH79 project serves CDOT as our primary client, our approach is the same whether our client is a local agency or CDOT: do high-quality work with integrity, meet deadlines, and be transparent when issues or hard conversations arise. We take great pride in being a liaison to CDOT for our local agency clients and we understand that listening and addressing all parties' concerns is paramount to success.

One key aspect that separates Theorem from other engineering firms is that when you work with us, you work with the founding principals of the firm. Our project manager, Caroline Draper, is a founding principal and understands that the success of this project is instrumental in the success and growth of our firm. We want to do business the right way and establish a track record of successful projects. We know that the Colorado transportation community is a small community and that well run projects that are on time and on budget are the most powerful marketing we can do.

Later in this proposal we will go into details on our methodology of communications, coordinating the team, and staffing the project.

APPROACH TO WORKING WITH THE TOWN OF BENNETT AND COMPATIBILITY WITH BENNETT

The Theorem team proposed for this project is very similar to that working on the SH79 over I-70 project. We are very proud of the progress that has been made on that project working with Bennett to add a "Bennett feel" and character to that project that fits within what CDOT normally provides on their projects. Our PM, Roadway Lead, Drainage Lead, Structural Lead, Lighting Lead, and Environmental Lead from that project are in similar roles for this project and the timing of both projects aligns well to roll staff directly into the Trail Project in early 2024. We also added DHM, a firm that has performed landscape architecture services for Bennett on multiple projects. We know DHM was chosen by Bennett for a reason, and know that having them on our team will provide a consistent aesthetic feel between the Open Space and the Trail System. Our approach to working with Bennett, as it is with all our clients, is to listen to the concerns and desires of Bennett and make a systematic effort to address concerns and add value representative of the community to the project. We feel that actions reflect better than words in this regard, and below is an example of our commitment to listening to Bennett.

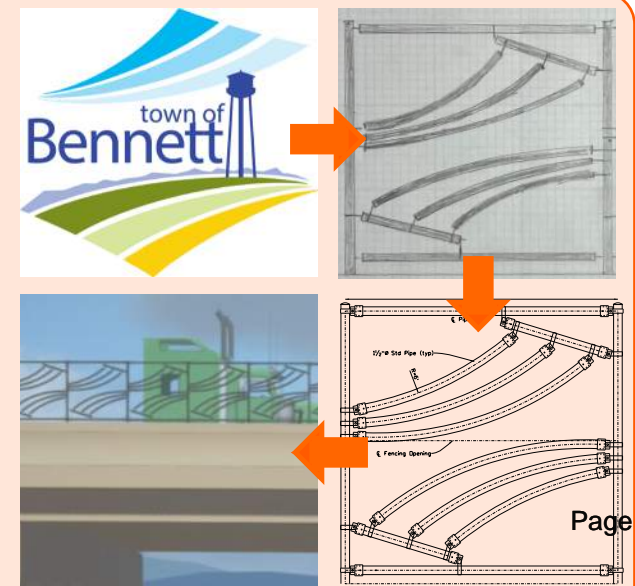
SH79 OVER I-70 BRIDGE AESTHETICS

Theorem understands the importance infrastructure has in a community. During the design of the SH79 over I-70 project, CDOT and Theorem knew how critical the bridge is for the Town of Bennett and from the beginning incorporated the Town into the design discussion.

Theorem began by preparing a memorandum showing potential aesthetic treatments that have been used by other local agencies on CDOT ROW as a baseline to provide ideas and options to the Town.

Bennett, CDOT, and Theorem then met to discuss the potential bridge aesthetic treatments shortly after the FIR meeting. CDOT provided input on what they were willing and able to incorporate, and the Town of Bennett expressed what they were hoping to have on the bridge that serves as the main entry from I-70 into Bennett: signage and treatments to tie into the Town's aesthetics and serve as the Town's "gateway".

After more coordination, Theorem developed a fencing concept that mimics the town symbol of Bennett, shown to the right, and were able to move forward with the design after receiving concurrence from both CDOT and the Town of Bennett. We were excited to reach a decision that not only works from an engineering perspective but also embodies the character of the Town.





**KEY PROJECT
CONSULTANT
TEAM MEMBERS**



TOWN OF BENNETT STAFF:

DAYMON JOHNSON
DIRECTOR OF CAPITAL PROJECTS

- TRISH STILES - TOWN MANAGER
- RICKY MARTINEZ - UTILITIES DIRECTOR
- DAN GIROUX, PE - ENGINEERING (TERRAMAX)
- PETER KOZINSKI, PE - TRANSPORTATION ENGINEERING (JACOBS)
- BOB FRACHETTI, PE - WATER/WASTEWATER - (AQUA ENGINEERING)
- GINA BURKE - WATER SPECIALISTS - (JEHN WATER)

FIRMS

- 1 THEOREM DESIGN GROUP
- 2 105WEST
- 3 IRONSTRIDE SOLUTIONS
- 4 GRANITE ENGINEERING GROUP
- 5 PINYON ENVIRONMENTAL, INC.
- 6 DHM DESIGN
- 7 GOODBEE & ASSOCIATES, INC.
- 8 CLANTON & ASSOCIATES

KEY PERSONNEL

MATT GILBERT, PE¹
QA/QC MANAGER

ROADWAY/TRAIL

THEOREM DESIGN GROUP

BRIAN HEARN, PE¹
CAROLINE DRAPER, PE¹
JEB SLOAN, PE¹

DRAINAGE / WATER QUALITY

THEOREM DESIGN GROUP

JEB SLOAN, PE¹
INGE HILL⁵

LANDSCAPE ARCHITECTURE

DHM

MARK WILCOX, PLA⁶
KAITLIN WEBER⁶

ENVIRONMENTAL & LANDSCAPING

Pinyon Environmental, Inc.

MEGAN PALIWODA⁵
AMY KENNEDY, ENV SP⁵

UTILITY DESIGN

GOODBEE & ASSOCIATES, INC.

LINDA CURTIS - SUE MANAGER⁷
KATRINA HART - UTILITY MANAGER⁷

THEOREM DESIGN GROUP

CAROLINE DRAPER, PE¹
PROJECT PRINCIPAL & PROJECT MANAGER

TRAFFIC

IRONSTRIDE SOLUTIONS

JEFF REAM, PE & PTOE³
SALONI PATEL³

GEOTECHNICAL ENGINEERING

GEG GRANITE ENGINEERING GROUP

HAI MING LIM, PE⁴
JOEL SHEKOSKI⁴

SURVEY & ROW

105WEST INCORPORATED

RICK MUNTEAN, PLS²

LIGHTING

CLANTON & ASSOCIATES

LIGHTING DESIGN AND ENGINEERING

ANNIE KUCZKOWSKI, PE⁸
JENNA BERGSTROM⁸

STRUCTURAL

THEOREM DESIGN GROUP

MATT GILBERT, PE¹

KEY PERSONNEL

Below are brief descriptions of the experience of our key personnel and their roles on the project. Each of their full resumes is in the appendix.

Caroline Draper, PE | Project Principal/Project Manager | Years of Experience: 9 | Years with the Firm: 2 | Location: Denver, CO



Caroline will serve as the Project Manager and will serve as the sole point of contact for the Town. Caroline brings 9 years of experience in the design and management of roadway and multimodal projects. Her management experience includes complicated projects with a variety of stakeholders. She has managed projects from the conceptual planning phase, through preliminary and final design, and provided post construction services. Her trail engineering experience includes horizontal and vertical alignments, superelevation, ADA curb ramps and pedestrian facilities, 3D modeling and grading, guardrail layout, as well as preparing the corresponding plan sets and estimates.

Caroline's recent projects include serving as the Project Manager on the SH 79 over I-70 project as well as the Roadway Design Lead on the SH 79 bypass project, both in the Town of Bennett. She also has served as the Roadway and Trail Design lead for the Theorem project Windermere over the Highline Canal. Previously, she served as the design lead for the SH 7 Reconstruction Project through Boulder Canyon, where she coordinated input from more than 20 diverse shareholders, design from more than 10 subconsultants, and trained and oversaw a blended consultant and CDOT roadway team. She filled a similar role as the roadway lead for the SH 79 bypass project, where she trained and oversaw a blended consultant and CDOT team to deliver the preliminary design for the SH 79 bypass in the Town of Bennett. Her experience with the CDOT team, Town of Bennett, and goals of the area will be a great advantage on this project.

Caroline is a Colorado native and currently lives and works in Denver. Caroline knows that successful design projects are reliant on good communication founded on trust - which means doing what you say and delivering on time and on budget. With Caroline, the Town of Bennett will have one of the founding owners of Theorem as a PM who has a major vested interest in the success of the project.



Caroline and Jeb worked on Cottonwood Drive as the Lead Roadway Designer and the Lead Drainage Engineer respectively and redesigned the Cherry Creek trail that routes under the Cottonwood Bridge for the Town of Parker.

ABOUT CAROLINE DRAPER, PROJECT MANAGER AND PRINCIPAL, FROM BRIAN VARELLA, CDOT REGION 4 RESIDENT ENGINEER

"Ms. Draper is an effective leader who is adept at keeping her team aligned to diverse project goals and objectives, maintains composure under pressure, and helps all design disciplines make better-informed project decisions through constant communication."



Brian designed the iterative alignment for the West Vail Pass multi-modal path.

Brian Hearn, PE | Lead Roadway Engineer | Years of Experience: 19 | Time with the Firm: 6 Months | Location: Denver, CO



Brian brings 19 years of experience working as a roadway and trail designer on infrastructure projects. He is an advocate for including multi-modal design within our new infrastructure projects. He often relies on renderings and visualizations to build understanding of project challenges and to build consensus on the proposed design. Brian spent the past three years on the West Vail Pass project as the roadway design lead, working with CDOT to deliver packages with construction costs in excess of \$150 million. This project required substantial stakeholder coordination throughout the design, especially with the roadway and trail realignments. Brian's partnership with CDOT showcased his ability to balance project objectives while maintaining a transparent decision-making process in sensitive areas. In his role, he will provide his expertise developing alternative designs to help the Town derive the final alignment alternative that best balances project goals.

Jeb Sloan, PE | Lead Drainage and Water Quality Engineer**Years of Experience: 22 | Years with the Firm: 2****Location: Denver, CO**

Jeb has 22 years of experience designing and managing multi-modal transportation projects. His experience includes roadway, trail, and drainage design. This experience gives him the ability to both layout the trail within the floodplain and analyze the impacts of the trail to the floodplain. Jeb's drainage experience includes hydrology, storm sewer design, floodplain analysis and permitting, bridge hydraulic design, culvert design, scour analysis/revetment design, and water quality/detention design. He will utilize these skills and his project management experience to deliver a coordinated, efficient, constructible design. Jeb is experienced in delivering challenging projects on aggressive schedules within budget including leading the design of two miles of trail realignment on Vail Pass that had multiple stakeholders and an aggressive schedule required to meet short construction windows and funding requirements.



Jeb served as the Drainage Lead for the design of the Arapahoe Ave Trail underpass in Boulder Colorado. This is a highly used trail with clearance constraints and drainage challenges. Prior to this project this crossing was unusable for large parts of the year due to flooding.

Jeff Ream, PE, PTOE | Lead Traffic Engineer | Years of Experience: 31 | Years with the Firm: 1 | Location: Denver, CO

Jeff Ream, PE, PTOE has 30+ years of experience managing traffic engineering, transportation and transit planning, and travel demand modeling projects. His broad traffic engineering experience includes a wide variety of pedestrian evaluations and safety studies, including pedestrian crossing needs evaluations based on CDOT guidelines, pedestrian crossing designs, pedestrian signal timing improvements, and pedestrian safety improvements. His work efforts focus on balancing the travel needs of all road users, giving equal consideration to the needs of pedestrians, bicyclists, and motorists.

Megan Paliwoda | NEPA Specialist | Years of Experience: 5 | Years with the Firm: 1 | Location: Denver, CO

Megan Paliwoda is a National Environmental Policy Act (NEPA) specialist with five years of experience in environmental permitting and compliance for transportation projects. She has prepared permit application packages for regulatory permitting, including the US Army Corps of Engineers Section 404 of the Clean Water Act, the US Fish and Wildlife Section 7 of the Endangered Species Act, and the Regional Water Quality Control Board Section 401 Water Quality Certification. She regularly manages Categorical Exclusion (CatEx) projects and authors technical memorandums. Her growing knowledge of consulting has focused on environmental justice analyses and assisting the sustainability team with their initiatives. Megan has served as the environmental lead on the City of Littleton Windermere Bridge Replacement Project with Theorem where historic clearances through CDOT and the SHPO have been key to the schedule.

Mark Wilcox | Lead Landscape Architect | Years of Experience: 29 | Time with the Firm: 29 | Location: Denver, CO

Mark has been with DHM since 1994 and has a true passion for seeing Colorado's outdoors become each community's greatest asset. He is a leader in the planning and design of trails and recreational facilities. He understands the importance of creating spaces that benefit communities, while respecting natural systems, sensitive landscapes, habitats and cultural/historical sites. On every project, Mark considers the implementation phase of a project equal in importance to the planning process. Mark has a long history providing services related to trails, transportation, streetscape, and infrastructure throughout the West.

APPROACH TO PROJECT COORDINATION

Coordination with the Internal Team

Effective communication systems are essential to keep all aspects of the project moving forward, especially since it will have multiple packages. Theorem has built their team consisting mostly of team members that we have worked with before and understand Theorem's expectations and are committed to delivering quality designs. Our internal coordination with these team members comes in three forms:

- 1. Software and File Sharing:** Our team will use an online file sharing system, such as Projectwise, so all members of the team have consistent access to the most current design files. This reduces mistakes due to outdated information and makes coordination simple.
- 2. Internal Design Meetings:** Our team will have regular internal design meetings to identify information needed, potential conflicts, record decisions, and assign action items. The Project Manager from the Town and all subconsultants will be invited to these meetings to maintain open communication. This level of transparency instills accountability and helps maintain budget and schedule.
- 3. Quality:** Quality is one of Theorem's founding principles and we take it very seriously. We have a comprehensive quality process that we follow at each deliverable milestone. Our team first performs an independent quality check for each discipline which all team members must perform. Once any issues are corrected, we compile the full deliverable package and do a detailed interdisciplinary check of the full set. All team members have their comments identified in a single, live, interactive Bluebeam session where each team member can comment in real time - minimizing duplicate comments and allowing for faster more efficient reviews. Our quality approach is further defined on page 23.

Coordination with the Town of Bennett and other Stakeholders

The Theorem PM, Caroline Draper, will be communicating openly with the Town of Bennett throughout the project and will be Bennett's single point of contact for the project. The town PM will be invited to the regular internal design meetings as well as receive monthly progress and budget reports with each invoice. This regular and consistent contact will promote transparency between Bennett and the Theorem team. In addition to these regular touch points Theorem also recommends the following coordination meetings:

- Short weekly call between Theorem's and the Town's Project Manager
- Monthly meeting with CDOT Local Agency Staff
- Meetings with other Town Staff, City Councils, etc - as needed

As Theorem has already set up lines of communication for many of the Team Members and Stakeholders we anticipate this transition to be seamless.

Staffing, Availability, and Capacity

Theorem understands the concerns that may arise from contracting with a relatively new small firm. What we lack in size, we make up for in efficiency. Since each of us are practicing engineers with the majority of our experience in Colorado, we are able to jump into the work utilizing the knowledge, wisdom, and lessons learned from our past Colorado projects. Theorem's business plan calls for staffing additions according to a planned growth forecast. In fact, within the first six months of our second year of business we have hired our first employee, Brian Hearn, and hope to add to our staff again soon.

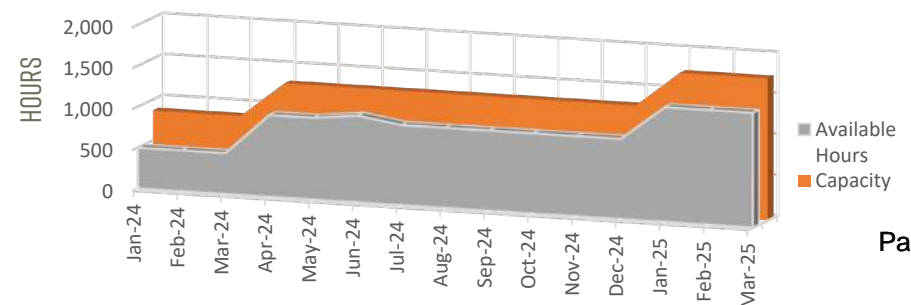
Theorem knows it is hard to trust a forecast versus actual available staff. Our plan is to not hire bodies to make our availability look outstanding, but to hire outstanding engineers and designers who buy into our core values and philosophy.

All four of Theorem's team members have multidiscipline transportation design project management experience. Our core practice areas are each headed by a Principal and encompass Roadway, Drainage, and Structural Engineering. Only with small firms like Theorem will you get to work with the owners of an engineering firm, who know they must deliver successful projects to build their business.

We also promise that the Theorem leads (PM, Drainage, and Roadway/Multimodal) will stay in their key personnel roles for the duration of the project and any additions to Theorem will only be in a support role. You will get our proposal team - no bait and switch.

We are confident in our ability to deliver this project on time with our current staff and workload. If need be, we have several other firms that provide CAD technical services who we can partner with for plan productions, but we do not anticipate a need at this point in time. The chart below shows the available hours vs overall capacity for Theorem.

THEOREM CAPACITY THROUGH MARCH 2025





**PROJECT
APPROACH**

UNDERSTANDING OF THE PROJECT AND ITS GOALS

RFP GOAL 1: Completing a high-quality Project within Budget

Theorem understands the importance of delivering high-quality plans and specifications. The better the plans and specs, the better the bid prices. Better plans and specifications reduce construction RFI's and change orders. Since our team has years of experience of working with local Colorado agencies, CDOT, and Colorado contractors, we know the local best practices and standards that will keep construction bids low. During design we are able to meet budgets because we know the CDOT process and how to work with CDOT when working for you. Designers that do not understand this process can get lost in the design process leading to requests for design change orders. Government funding is never easy to come by in today's environment, so we must stretch each dollar as far as we can.

GOAL 1 PROOF: Theorem has worked with the City of Littleton on a CDOT Local Agency project and is mindful of the costs and risks associated with the design process. Don't take our word for it, please contact our reference for the Windermere over the High Line Canal Project to see how Theorem has worked for Littleton.

RFP GOAL 2: Completing the project prior to September 30, 2026

Theorem has taken a close look at the design schedule and anticipates that the design for Segment 1 can be advertised for construction by July 2024. We would concurrently work on Segments 2 & 3 which have greater complexities regarding environmental and regulatory clearances with the goal of having these segments advertised by January 2025. This design schedule would leave room if 3rd party approvals, such as SHPO or USACE, take longer than anticipated and would get the packages out at the beginning of the year when construction bids prices have been historically lower. For more detail on our planned design schedule see page 29.

GOAL 2 PROOF: On West Vail Pass, Theorem Principal Jeb Sloan was responsible to develop a schedule and packaging approach to meet the available design and construction budgets within the schedule needed to meet funding grant requirements. Jeb was able to meet these requirements on the first two construction packages prior to starting Theorem.

Bennett Comprehensive Plan Goal: To provide a safe, efficient, and connected multi-modal transportation network

Bennett's Comprehensive Plan states that the community favors separate facilities for vehicles and multi-modal transportation. It is apparent from Bennett's TIP application and proposed developments that establishing a multi-modal network is an important part of Bennett's future growth. The new network must add a continuous, dedicated multi-modal infrastructure on the east side of SH79. At the same time the new network must establish safe crossings across SH79. Crossing this busy state highway can be challenging since SH79 has high truck volumes and is transitioning from a rural highway to an urban corridor. CDOT has even recognized the challenges for bicyclists and pedestrians trying to cross at the intersection of SH79 and Centennial Drive. This intersection was identified as a Top Systematic Location for safety improvements in the CDOT Region 1 Bicycle and Pedestrian Safety Study. At Theorem we aim to provide a network for Bennett that is safe, efficient, and connected that creates, "a community where you can drive and use other forms of transportation."

SAFE:

- SH79 Crossings that provide vehicular traffic a warning of crossing multi-modal traffic
- Crossings that provide refuge for multi-modal users that allow crossing of SH79 in a manner that makes them feel safe
- Crossings and design of a trail that meets ADA requirements.

EFFICIENT:

- Only Crossing SH79 in locations where connections are needed or planned
- Gives multi-modal commuters options that take them directly to their destinations
- Network designed to allow vehicular traffic to flow and allow multi-modal use
- Coordinate ongoing development with the trail plans and minimize throw away infrastructure and future issues with development

CONNECTED:

Connects the trail network to destinations:

- Town Hall
- Rec Center
- Shopping
- Restaurants
- Hotels
- Natural areas
- Open space
- Schools
- Neighborhoods
- Businesses
- Parks
- Cultural centers
- Places of worship
- Medical centers

CRITICAL ISSUES MAP

The map below depicts the locations of Critical Issues and the Opportunities to handle each issue. Theorem believes these are essential to developing a project that meets the goals of Bennett.



SUCCESSFUL DELIVERY OF TASKS

We know that each design element will require a unique approach to quickly address the issues and obtain a consensus on the design. Our approach to each design element are as follows:

APPROACH TO ENVIRONMENTAL CLEARANCE

Our environmental clearance process must look at several different aspects:

- Form 128 clearance:** a scoping meeting with CDOT will be held to clarify necessary assessments and task scopes. Some resources, such as air and noise, may only require an exception memo, while others like paleontological resources may be dismissed altogether.
- Section 106 compliance:** Preliminary review of the project area indicates the presence of age-eligible historic resources, specifically the Renner Farms Barn and Corrals, that may require evaluation for Section 106 compliance. Pinyon will coordinate with CDOT historians and the design team, implement measures to avoid an Adverse Effect, and provide all necessary documentation.
- Sensitive biological resources around Kiowa Creek** may require identification, impact minimization, and clearances from CDOT, USFWS, and CPW.
- Section 4(f):** The southern segment's connection to an open space requires Section 4(f) consideration. Leveraging our experience with CDOT, Pinyon will streamline approvals, possibly categorizing the impact as a de minimis.
- Section 6(f):** There are no mapped Section 6(f) properties in the study area.

ENVIRONMENTAL OPPORTUNITIES FOR INNOVATION

- Increase use of sustainable materials to reduce embodied carbon of materials, recycled content, and improve lifespan.
- Demonstrate commitments to community safety, equity, inclusion, and well-being by implementing strategies that improve access, mobility (multi-modal use), and exceed minimum standards for safety to reduce pedestrian and vehicle risks.
- Use low-impact design strategies that support improvements to water quality, community character, and create beautiful streetscapes that improve community attractiveness.
- Designate the trail as a non-recreating, multi-use path, which avoids future Section 4(f) consultation needs if the Town wants to make changes in the future.

APPROACH TO TRAIL LAYOUT

Our first step to the trail layout is to develop a Design Criteria Matrix to document the applicable trail design standards. This not only documents the criteria we will use but also documents the variations between the AASHTO Bike and Pedestrian Facilities, the recently overhauled 2023 CDOT Roadway Design Guide and the Local Bennett City Standards. This design criteria spreadsheet also becomes a helpful resource in the QC of the design.

The trails will use location specific standards in each segment to ensure the appropriate criteria is used for each context:

- **Segment 1** – utilize the CDOT Roadway Design Criteria, incorporating the PROWAG so ADA compliance is met for pedestrian facilities within the ROW and in the urban intersections
- **Segments 2 & 3** - utilize different criteria suitable for a Shared Use Path Guidelines through a rural space



Conceptualization of Segment 1 at Pearl Street and SH 79

Segment 1 is on an expedited schedule, and we recommend using the existing open-source LiDAR topo if survey is delayed by weather. This would allow intersection crossings design and coordination to progress without delaying schedule. The grading limits and profile would then be refined with field survey prior to the FOR design package. Confirming the intersection details with CDOT at FIR will be important to avoiding schedule delay, and our experience coordinating between CDOT and local agencies as well as our relationships with this CDOT residency will help expedite the process. The critical path for Segment 1's FOR Package will center on confirming intersection details along State Highway 79 and incorporating the traffic study outcomes in their development. The design aims to reduce impacts on adjacent properties and the profile will predominantly align with the existing ground. However, the profile requires thorough assessment at the at-grade crossings.

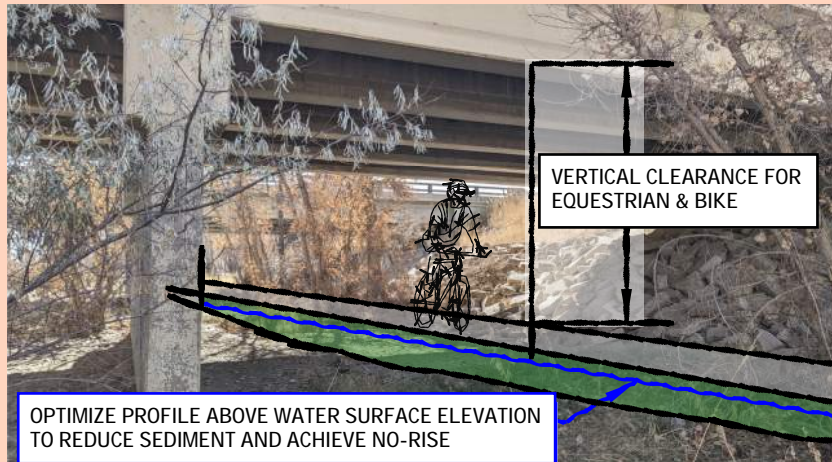
Meanwhile, a separate team will start the preliminary design phase for Segments 2 and 3. Our design methodology for these segments is as follows:

- Soften curves where ROW allows to provide radii consistent with the design speed of the multi-use path
- Potential opportunity to optimize alignment and grade through mild ravine trail ascent/descent
- Balance earthwork & environmental impacts
- Evaluate raising the profile at the I-70 crossing to limit sediment flow across the trail
- Minimize wetland impacts and riparian impacts through the existing drainage channels

- Coordinate alignment with environmental around historic Renner Farms
- Combine Segments 2&3 into one design package for FIR to help evaluate the overall environmental impacts
- Coordinate South tie-in to the Open Space or set a logical tie if this project is built first

APPROACH TO HYDRAULICS

The overall approach to hydraulics for this project will be to maximize the resiliency of the trail, confirm the trail will not detrimentally impact existing drainage facilities, minimize required trail maintenance, minimize permitting effort and schedule, and safely convey water from the trail to designated drainage facilities. Specifically, for Segment 1 of the trail the drainage team will work with the trail designers to set the profile so the existing ditch will not impact the roadway ditch capacity. Theorem will continue the hydrology and drainage analysis that was started with the SH 79 over I-70 project to confirm the ditch capacity.



Raise trail grade to limit the sediment flowing across the trail after a precipitation event, and provide greater trail resiliency.

For Segment 2 and 3 the drainage designers will utilize the existing hydrology from Kiowa Creek Master Plan and will set the trail profile to balance the trail resiliency and the clearance under the bridge. Raising the trail as high as possible under the bridge will make the trail more resilient and also minimizes the maintenance by reducing the number of times the trail sees water and sand that will need to be cleared once flood waters subside. The designers will work to set the profile both under the bridge and outside the bridge to allow for no rise in the regulatory floodplain, avoiding the need for the CLOMR process and the schedule impacts associated with it.

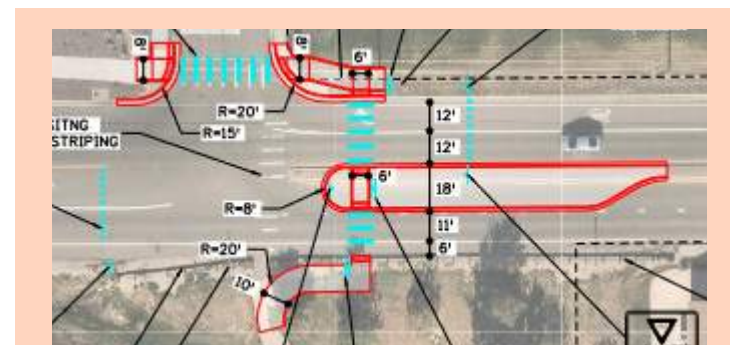
APPROACH TO TRAFFIC & SAFETY

Creating a safe and reliable multimodal connectivity is paramount to this project. The project will develop a Trail Crossing Safety Analysis Memorandum to:

- Identify all existing and proposed trail and pedestrian crossings
- Provide new SH79 vehicular, pedestrian, and bicycle counts at the key street crossings
- Provide recommendations at each intersection for immediate or future safety improvements.

In the 2011 Region Trail Plan, the survey showed that 45% of kids use the paths to get around town, highlighting the importance of providing safety improvements and traffic calming measures. One place of paramount importance are the crossings at SH 79.

1. **Centennial Drive Crossing:** This crossing (shown below) will require careful reconsideration of the recommended CDOT design, including installing a raised median and HAWK or RRFP, as well as guardrail realignment or removal to improve sight distance to the pedestrians.
2. **Bennett Ave Crossing:** The design will need to improve the North-South crossing and reevaluate the details of the mid-block pedestrian signal crossing Hwy 79. The mid-block crossing to Civic Center Park should consider a raised curb pedestrian refuge and HAWK or RRFP to draw more attention to the crossing.
3. **W Marketplace Drive Crossing:** An East-West ADA accessible crossing should be evaluated at the north side of the Marketplace intersection to allow for safe connectivity from the housing developments to the grocery store. We believe there is also a missing 200' spur from the west trail to the north side of the grocery store which would be worthwhile to analyze, and if possible, include in the project.



The 2023 CDOT Region 1 Bicycle & Pedestrian Safety Study has identified this intersection as a top systematic location for safety improvements, and recommended the above design for the Centennial Drive Crossing.

APPROACH TO LANDSCAPE ARCHITECTURE

Our approach to landscape architecture is grounded in an understanding of the Town's specific needs, a commitment to environmental sustainability, and a collaborative spirit. First, we must understand the guiding principles and values of each site's visitors and stakeholders. This allows us to provide context sensitive solutions to meet the quality-of-service goals of the community and stakeholders. DHM excels at achieving project goals while satisfying diverse interests and creating places that fit within the larger context of environment and community. Our team can deliver a trail system that not only meets the functional requirements but also becomes a cherished asset for the community of Bennett.

This project will not just be about connecting physical spaces but also about fostering community connections and environmental stewardship. Our design will contribute to reduced greenhouse gas emissions, improved air quality, and the revitalization of urban spaces.

APPROACH TO STAKEHOLDER COORDINATION

Theorem recognizes that this project has multiple stakeholders reaching beyond the Town of Bennett and CDOT, ranging from the developers in the surrounding areas, the open space administrators, the counties, and the environmental agencies who will require permitting. Stakeholder coordination is an ongoing process through the project lifecycle, and takes the form of below:

1. **Identify stakeholders** – who do we need to coordinate with, who are directly affected and who just has a vested interest. The Town of Bennett will be crucial in determining who these stakeholders are.
2. **Develop a Stakeholder Engagement Plan** – work with the Town to customize communication and involvement for each stakeholder's needs, including method and timelines for appropriately disseminating information
3. **Regular communication** – Maintain transparency and open channels for feedback, share project progress and milestones, and encourage stakeholders to voice concerns.
4. **Manage expectations** – Set realistic expectations and communicate to stakeholders what can and can't be achieved. Address any misconceptions promptly.
5. **Resolve conflict** – Have a plan to resolve conflicts and encourage constructive dialogue
6. **Documentation** – Document interactions, decisions, and feedback

We recognize that much of stakeholder coordination requires building relationships – establishing trust and rapport. While we have some relationships already built with stakeholders in the area, proactive communication with the new relationships as well as the existing will help the project move smoothly.

APPROACH TO QUALITY

Providing high quality work is one of Theorem's founding principles and we take it very seriously. Each staff member knows the importance of high-

quality designs, plans, and specifications. We understand that quality must happen through day-to-day decisions and must be monitored throughout the design process and not just at submittals. Theorem's approach to quality is as follows:

1. Follow Theorem's comprehensive quality control plan. Each subconsultant is required to also have a defined process.
2. Allot time to perform quality and constructability review at each milestone
3. Perform independent quality and interdisciplinary reviews on all deliverables. This process is documented in a Bluebeam studio session where each team member can comment in real time – minimizing duplicate comments and allowing for faster, more efficient reviews.
4. Perform quality assurance reviews on all subconsultant and internal deliverables. This will be done by Theorem Principal Matt Gilbert, who will be independent from day-to-day decisions.

APPROACH TO CRITICAL PATH ITEMS AND SCHEDULE

Theorem's approach to attacking the schedule is to first identify what items are on the critical path. For Segment 1 the design of the intersections and the coordination with CDOT on the SH 79 crossings are the main critical path item. To address this item, we will hold coordination meetings with the Town and CDOT as soon as possible to reach a design that addresses the safety concerns at these intersections while still meeting all of the Town's and CDOT's requirements. Theorem is already working with the CDOT team that will be assigned to the project and will be able to hit the ground running to attack the critical path.

For Segments 2 & 3, we see the environmental clearance and right of way acquisition to be the critical path items. It will be important to get a preliminary alignment quickly so the clearance limits can be defined, and the environmental team can get out in the field and identify the resources in the corridor as soon as the weather allows. This will be needed prior to moving forward with any right-of-way acquisitions. Theorem is going through this process on a project in Littleton and is well versed in what is required to get through the process. We will use our coordination meetings to routinely review the schedule and track the critical path action items. See page 29 for more information on our approach to the schedule.

THE THEOREM ADVANTAGE

1. A lean, local team with local experience
2. Pre-built relationships with the Town of Bennett and CDOT
3. A consulting team that can help coordinate developer plans with capital improvement projects
4. A full team that is able to hit the ground running
5. A team that understands the complexities and priorities and all the moving pieces and parts in the area
6. Experienced in advocating for local agencies through CDOT's process



PAST
PERFORMANCE

PAST PERFORMANCE - TEAM EXPERIENCE


Our teaming partners are not new to us - we have worked with many of them extensively in the past. Five of the eight companies listed on this proposal are currently working on SH 79 over I-70 in the Town of Bennett. We have added additional partners to our team for this project to replace services that CDOT is performing on the SH79 project in house such as survey and geotech, however; these partners are not necessarily new to Theorem. 105 West has been one of Theorem's go-to partners for survey on the front range. Granite has been actively pursuing work with Theorem and our firms have been actively searching for good projects to team on. Finally, DHM is the newest partner to our team, but their reputation for Landscape Architecture and history with Bennett made them the right choice for our team. To the right is a table that depicts the recent project experience of our team.

	SH79 over I-70	Windsor	West Vail Pass	C470 Express Lanes	Other Pursuits - DBE	New Partner
Theorem Design Group	◆	◆	◆	◆		
Pinyon Environmental	◆	◆	◆	◆		
Goodbee & Associates	◆	◆	◆			
IronStride Solutions	◆			◆		
Clanton & Associates	◆		◆			
105West		◆				
Granite Engineering Group				◆		
DHM						◆


PAST PERFORMANCE - CDOT EXPERIENCE

Working with CDOT is not new to Theorem or our team. Theorem's engineers, and our teaming partners, have worked for CDOT on numerous projects before forming Theorem and are working with CDOT currently. Our current projects include CDOT as a direct client and as an oversight reviewer on a Local Agency Project. There is a difference between working with CDOT versus working for CDOT. On this project we would be working for the Town of Bennett and working with CDOT. We know in the past CDOT and the Town of Bennett have occasionally had different priorities and had difficulty finding common ground. Our role is to be your advocate and play by CDOT's rules. CDOT is an important stakeholder and steward of funds and our priority is to address their concerns and follow their mandated process. All the while we will be navigating this process to deliver a project that meets the goals of Bennett.


In addition to understanding the CDOT Local Agency Process, we have worked closely with CDOT Region 1 on countless projects in the past. We know the CDOT region staff assigned to SH79 and I-70 through Bennett. We know the specialty unit leads from CDOT including survey, ROW, environmental, structural (Staff Bridge), traffic, and hydraulics as well as having working relationships with the unit at CDOT that administers the Local Agency projects. Because we have professional relationships with these CDOT staff, we begin from a place of trust and can openly communicate with CDOT. In essence, we check all the boxes Bennett needs to work with CDOT:



Recent project with the Town of Bennett and CDOT



Recent work with CDOT Region 1 Local Agency



Professional relationships with CDOT Region Staff and Specialty Units

PAST PERFORMANCE

SH 79 over I-70  [Click here](#)

Client: CDOT Region 1

Roles on Project:

Theorem - Prime Consultant, Roadway, Structure Advisor, and Drainage

Pinyon - Environmental/Historic Services

Goodbee - Utilities/SUE

Ironstride - ITS

Clanton - Lighting/Electrical

Reference:

Caroline Johnson, PE - CDOT
R1 Project Manager
caroline.johnson@state.co.us
303-398-6749

Project Similarities: CDOT project, located in Town of Bennett, multi-use path, environmental clearance required, similar CDOT staff involved

Status: On-Time, On-Budget

CDOT partnered with the Town of Bennett, the Love's Truck Stop, and the CDOT Freight and Mobility Branch to add infrastructure to support additional truck parking spaces at the Love's Truck Stop just northwest of the I-70 and SH 79 interchange. The existing SH 79 bridge over I-70 is substandard and creates a bottleneck into town, and is expected to worsen with the increase in truck traffic. The new bridge, designed by CDOT Staff Bridge, will include shoulders, turn lanes, and a multi-use path that will tie into the upcoming trail system.

Theorem, as the prime consultant, has been responsible for managing a blended team of both CDOT and subconsultant designers while also performing the roadway design, structure review, drainage design, phasing design, and all trail and ADA design.



Windermere over the High Line Canal  [Click here](#)

Client: City of Littleton

Roles on Project:

Theorem - Prime Consultant Roadway, Structure, and Drainage

Pinyon - Environmental/Historic Services

Goodbee - Utilities/SUE

105West - Survey/ROW

Reference:

Kimberly Dall, PE - Littleton
Project Manager
kdall@littletongov.org
303-795-3805

Project Similarities: CDOT Local Agency project, historic clearance concerns, multi-use trail design, trail/roadway crossing design

Status: On-Time, On-Budget

This CDOT Local Agency administered project replaces an aging, structurally deficient bridge carrying Windermere Street over the High Line Canal. The canal and adjacent trail are eligible to be on the National Register of Historic Places and thus the design must be approved by the Colorado State Historical Preservation Office (SHPO). Cost analysis demonstrated that a box culvert design provided significant savings over a bridge option, but the option faced resistance from the CDOT Historian as a threat to the visual resource of the canal. Theorem devised details that would mimic the appearance of a bridge but maintain the cost-effectiveness of a culvert. Theorem developed a 3-D rendering of the custom, 3-cell concrete box culvert replacement to demonstrate the visual differences between the existing bridge and proposed structure which alleviated the concerns of the CDOT Historian.

Other elements of work included improvements to the trail crossing of Windermere Street, numerous utility relocations, identification and coordination of temporary construction easements, environmental clearance, structural design, and drainage design. All services followed CDOT procedures while incorporating the needs and desires of Littleton. The new bridge includes bike lanes and improved multi-modal access to the heavily used High Line Canal Trail.



PAST PERFORMANCE

West Vail Pass  [Click here](#)

Client: CDOT Region 3

Roles on Project:

Theorem staff (at previous firm) – Prime Consultant, Roadway and Drainage

Pinyon – Environmental/Historic Services

Goodbee – Landscape Architecture

Clanton – Electrical/Lighting

Reference:

Karen Berdoulay, PE, CDOT R3,
Karen.Berdoulay@state.co.us, 970.328.9934



Project Similarities: CDOT oversight, multi-agency coordination, historic clearance concerns, multi-use trail design

Status: Services provided by Theorem Staff were on-time and on-budget

This project includes two miles of recreation trail realignment including two creek crossings, the widening of EB I-70 for 5 miles (MP 185 to MP 190) including two highway bridge replacements, the replacement of a truck escape ramp, roadway realignment to improve safety, multiple retaining walls, sediment control features, and seven wildlife crossing facilities through challenging terrain. This CMGC project underwent an extensive CSS process to engage the multiple stakeholders including the US Forest Service, the Army Corps of Engineers, Colorado Department of Wildlife, the State Historic Preservation Office, Eagle County, and the Town of Vail. Until he started Theorem, Jeb Sloan served as the deputy project manager and was responsible for managing the multi-discipline design team to deliver each construction package within the aggressive schedule required to meet funding requirements and a limited construction window. The roadway lead, Brian Hearn was the roadway design lead for the project that included the design for the widened section of I-70 and portions of the relocated recreation trail. Brian worked closely with Pinyon Environmental on trail layout to optimize environmental impacts and SWMP measures to ensure a smooth and timely approval process. Both Brian and Jeb were part of the consultant lead firm. The project was able to meet the challenging design schedule within the design budget. There were multiple packages on the project to meet the Client’s design funding allocation and allowed the contractor to meet the construction grant timelines.

C-470 Express Lanes Segment 1  [Click here](#)

Client: CDOT Region 1

Roles on Project:

Theorem staff (at previous firm) – Contract Administrator, Drainage Review, Roadway and Trail Review

Ironstride: ITS

Pinyon: Environmental/Water Quality

Reference:

Jocelyn Higashide, PE, CDOT R1
Jocelyn.Higashide@state.co.us
720.376.4087



Project Similarities: Multi-use trails, CDOT oversight, multi-agency coordination, environmental considerations, trail/roadway crossings, trail under CDOT bridge over river

Status: Services provided by Theorem Staff were on-time and on-budget

Theorem Principals Matt Gilbert and Jeb Sloan worked in this blended owner’s representation team as Assistant Contract Administrator and Drainage Review Lead respectively. Brian Hearn led the preliminary roadway and trail design effort for the EA and continued Roadway and Trail Review Lead. This \$276M design-build project included a variety of structures, installation of new express lanes and full reconstruction of 12.5 miles of C-470, and reconfiguration of the I-25/C-470 interchange to include direct connect ramps, and reconstruction of 7 miles of recreation trail which included new grade separations at Quebec and Colorado and 6 at-grade crossing through the corridor. In Matt’s role, he oversaw all design reviews from a quality standpoint as well as review all contract deliverables including the schedule and issues from the field. Brian Hearn led the preliminary roadway and trail design effort for the EA and continued Roadway and Trail Review Lead. Brian also acted as a liaison between PI and design, providing renderings and animations for public outreach. Renderings were created through the preliminary design development, and he created fly through exhibits for the public to highlight the proposed improvements and signing to the public.

Trail work on the project included work on the C470 Regional Trail, the High Line Canal Trail, the Mary Carter Trail, and the Willow Creek Trail. Between the various trails, work crossed over multiple counties and jurisdictions and each stakeholder was coordinated with. The project enhanced multi-modal connectivity while using both CDOT dedicated ROW and ROW of various jurisdictions to improve the overall regional network.



PROPOSED
SCHEDULE

SCHEDULE

Theorem has reviewed the scope of work and prepared a preliminary design schedule (see right). This schedule makes assumptions about review times, right-of-way acquisitions, and third party utility relocations. If selected, this will become the baseline schedule that will be reviewed at team coordinations meetings to identify any schedule concerns and any changes to the critical path and will be updated as the project progressed.

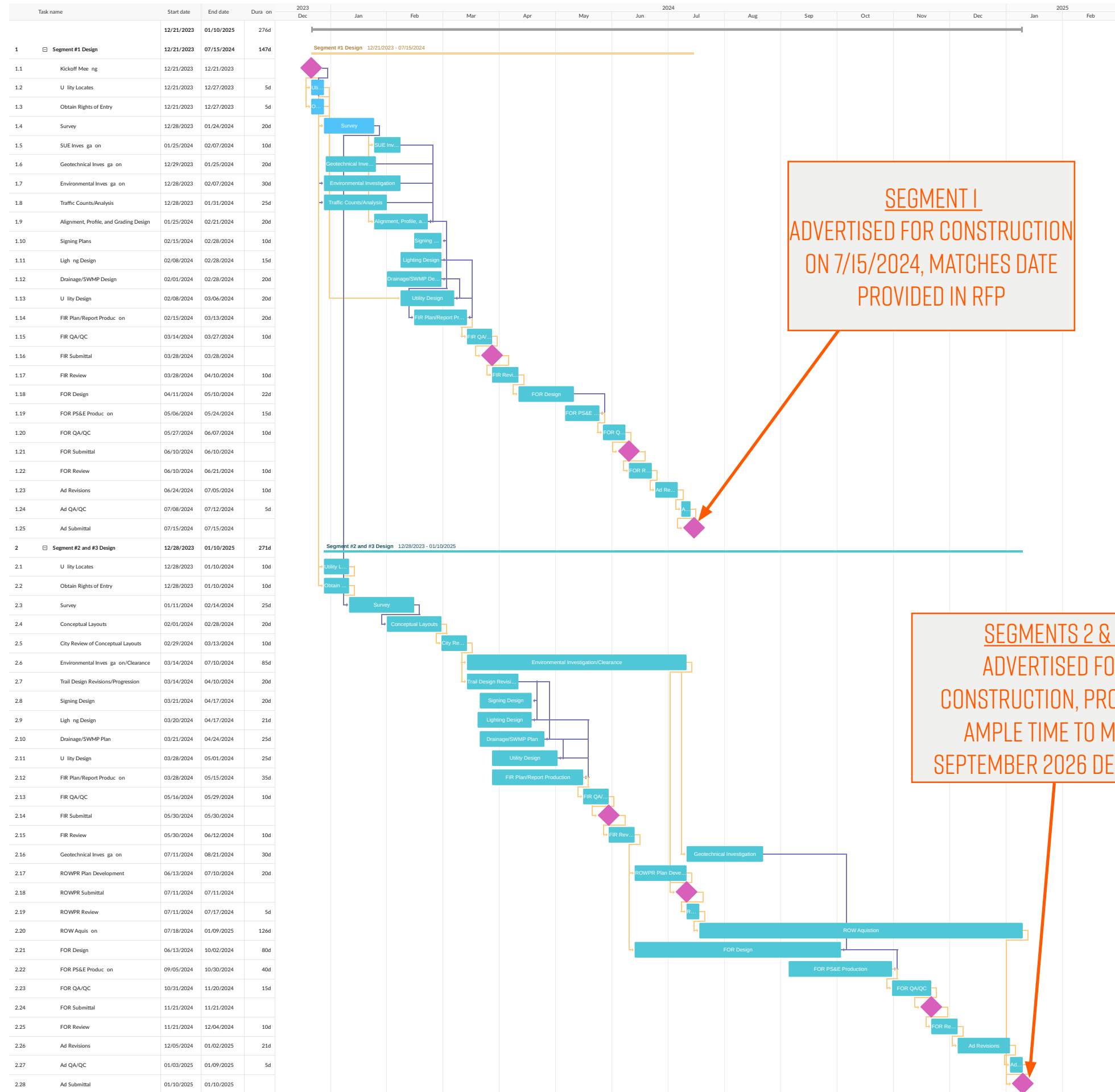
Below we've listed a few risks and opportunities with this schedule.

SCHEDULE OPPORTUNITIES

- Begin design using existing LiDAR survey information to expedite preliminary design.
- Approach CDOT with a combined FIR/FOR Segment 1 deliverable. This could cut the schedule by approximately a month by eliminating a QC and review cycle. Members of Theorem used this approach on West Vail Pass to expedite a truck escape ramp construction.
- Segment 1 FIR could be expedited by doing a roll plot (with intersection blow ups) deliverable rather than full plans. This could cut off a few weeks of plan production.
- By advertising Segment 2 and 3 near the beginning of the year is likely to get the most for the money on the construction bids.
- With an estimated 12-month construction schedule the proposed schedule has ~7 months of float for Segments 2 and 3 to make the September 2026 TIP deadline.
- Combining Segment 2 and 3 deliverables cuts the schedule by reducing QC and review times and combines environmental permitting and processes.

SCHEDULE RISKS

- The Renner Property is a historic eligible property that falls along the Segment 2 alignment. This has the potential to impact the schedule.
- Survey/field work in the winter has the potential to create delays in the schedule.
- Any Segment 2 and 3 right of way modifications and/or acquisitions have the potential to delay the schedule.
- Unknown utilities have the potential to create schedule delays.
- CDOT's approval of Segment 1 SH 79 crossing details is a critical path item that has potential to impact the design schedule and 2024 construction.



**SEGMENT 1
ADVERTISED FOR CONSTRUCTION
ON 7/15/2024, MATCHES DATE
PROVIDED IN RFP**

**SEGMENTS 2 & 3
ADVERTISED FOR
CONSTRUCTION, PROVIDES
AMPLE TIME TO MEET
SEPTEMBER 2026 DEADLINE**



SBE/DBE

DBE/ESB PARTICIPATION AND CONTINGENCY PLAN

Theorem utilizes key DBE and ESB partners to meet or exceed the commitment goals of CDOT projects. We select subconsultants to provide support in areas that Theorem does not specialize in as our primary planned approach to DBE/ESB use. For this project Theorem has added the following subconsultants for their expertise in their specific fields and their outstanding performance of their services.

SUBCONSULTANT FIRM NAME	DBE	CDOT ESB LEVEL	NEW PARTNER	ROLE
105West Incorporated	√	2		Survey & ROW
Ironstride Solutions		1		Traffic
Granite Engineering Group	√	1	√	Geotechnical
Goodbee & Associates	√	2		SUE & Utilities
Clanton & Associates	√	2		Electrical & Lighting

The commitments made by Theorem to these firms exceeds the contract requirements for usage, so some redundancy is built into our plan by the structure of our team. Should performance be an issue and the project goal for DBE utilization be jeopardized, Theorem’s planned contingency is to first determine if another qualified DBE could be substituted in the original DBE/ESB’s role. If another DBE/ESB could not be found, Theorem has an excellent relationship with a DBE/ESB firm which provides the same services as Theorem and portions of scope planned for Theorem could be reallocated to meet the goals. Theorem is working with this other firm on both of its ongoing prime contracts.

GENERAL/SPECIFIC WORK OF DBE SUBCONSULTANTS

Theorem has brought on specialty subcontractors to perform work in areas of their expertise. One aspect which we let each sub take a larger role in is the managing their disciplines with limited oversight. Although we must be involved as the prime, we trust our subconsultants to do as much management of their disciplines as they are comfortable. If they need assistance, we provide the support they need through the project leadership role to keep their tasks moving.

NEW DBE OR ESB TEaming PARTNERS

Theorem is teaming for the first time with Granite Engineering Group, a Level 1 ESB and DBE.

SMALL BUSINESS COMPLIANCE OVERSIGHT

Our small business compliance oversight is managed by Theorem Principal Caroline Draper. As the main point for all payment deposits at Theorem, Caroline knows when payment is received and begins the process of paying all subconsultants. Our accounting system is set up to provide ACH payments and once a check clears in Theorem’s system, payment is processed to the subconsultants electronically. This reduces the time to payment for small businesses, cutting out the check writing and mailing process. Caroline is familiar with the B2G system and Theorem has a consistent track record of paying its subs per CDOT requirements. Caroline will review monthly with the Project Manager to coordinate compliance on oversight.

CERTIFICATION STATUS

Theorem is a certified Level 1 ESB with CDOT.

Colorado Department of Transportation AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

Project Description	Kiowa Bennett TIP Trail - Design	Contract NTE \$	TBD
5-digit Sub Acct #	TBD	DBE Contract Goal %	2.00%

SECTION 1. CONSULTANT INFORMATION

Prime Consultant	Theorem Design Group, Inc.	Consultant is an ESB	<input checked="" type="checkbox"/>
Compliance Contact Name	Caroline Draper	Consultant is a DBE	<input type="checkbox"/>
Email	Address	Phone	720.762.6384
caroline.draper@theoremdesigngroup.com	655 S Newport St, Denver, CO 80224	B2GNow Vendor #	2117303

SECTION 2. DBE PARTICIPATION PLAN

Fill in All Lines:

- * The consultant is committing to 1 # of DBE firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
- * The consultant is committing to **approximately** \$ _____ of DBE participation based on NTE \$.
- * The consultant is committing to **approximately** 16.00% % DBE goal based on the NTE \$.

The Prime Consultant shall submit a Professional Services Commercially Useful Function Questionnaire for every DBE on this contract that provides work or provides supplies whose participation counts toward the DBE contract goal for this contract.

All DBE firms (Subconsultants, Supplier/Vendors, Prime if self performing)	Work Descriptor (i.e. survey, testing)	NEW DBE Teaming Partner?	ONLY for Project/Program Specific RFP/SOIs Approximate % of Participation
Granite Engineering Group, Inc. <input type="checkbox"/> Vendor	Geotechnical Engineering	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3.00%
Clanton Engineering, Inc. <input type="checkbox"/> Vendor	Lighting Design	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1.00%
105 West, Inc. <input type="checkbox"/> Vendor	Survey	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	7.00%
Goodbee & Associates, Inc. <input type="checkbox"/> Vendor	Utilities/SUE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5.00%
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	

If more DBE subs/suppliers vendors, add additional sheet

Colorado Department of Transportation AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

SECTION 3. ESB PARTICIPATION PLAN

Fill in All Lines:

- * The consultant is committing to 6 # of ESB firm(s).
(as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
- * The consultant is committing to **approximately** \$ _____ of ESB participation on this RFP/SOI.
- * The consultant is committing to **approximately** 94.00% % ESB goal based on the NTE \$.

All ESB firms (Subconsultants, Suppliers/Vendors, Prime if self performing) and Level	Work Areas (i.e. survey, testing)	New ESB Teaming Partner?	ONLY for Project/Program Specific RFP/SOIs Approximate % of Participation
Theorem Design Group, Inc. (Level 1)	<input type="checkbox"/> Vendor Prime Consultant/Civil	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	75.00%
Goodbee & Associates, Inc. (Level 2)	<input type="checkbox"/> Vendor Utilities/SUE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5.00%
IronStride Solutions, PC (Level 1)	<input type="checkbox"/> Vendor Traffic Engineering	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3.00%
Granite Engineering Group, Inc. (Level1)	<input type="checkbox"/> Vendor Geotechnical Engineering	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3.00%
105 West, Inc. (Level 2)	<input type="checkbox"/> Vendor Survey	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	7.00%
Clanton Engineering, Inc.	<input type="checkbox"/> Vendor Lighting Design	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1.00%
	<input type="checkbox"/> Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> No	


If more ESB subs/suppliers/vendors, add additional sheet

SECTION 4. DECLARATION OF AFFIDAVIT

By signing below the Consultant affirms the statements made in this document are true and complete:

The Consultant shall make good faith efforts to meet the contract goal for each task order under the overall contract. The Consultant understands that making good faith efforts to achieve the contract goal is a condition of contract award. The Consultant understands that promised participation is a binding obligation of the contract if awarded. The Consultant attests that the information above is true and understands that a fraudulent misrepresentation or failure to make good faith efforts to meet the contract commitments or promised participation may result in the withholding of progress payments, reduction of prequalification status, referral of the matter to the Office of Inspector General of the USDOT and/or other contractual remedies.

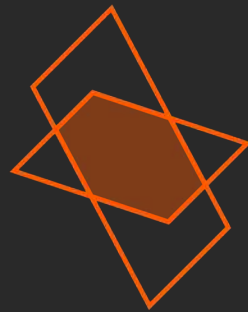
I, Caroline Draper, Principal of Theorem Design Group, Inc.
 (Owner or Executive Officer Name AND Title) (Consultant Company Name)


 (Tracked Signature Accepted)

28-Nov-2023
 (Date)

Attached with proposal (RFP) and small business plan (for scoring)

THEOREM DESIGN GROUP THANKS YOU
FOR YOUR TIME AND CONSIDERATION.





**APPENDIX A
KEY STAFF RESUMES**

CAROLINE DRAPER, PE



PROJECT MANAGER

EDUCATION

BS Engineering
Colorado State
University, 2014

REGISTRATION

Colorado PE
#55578

**YEARS OF
EXPERIENCE**

9

**YEARS WITH
THEOREM**

2

Caroline has 9 years of experience in comprehensive design and plans for state, county, and municipal transportation departments for highway and local projects. She has led several design teams as the design and project manager and is experienced in coordinating diverse and large teams of both engineers and stakeholders to deliver a cohesive and organized project. Her design experience includes horizontal and vertical layout, interchange design, ADA curb ramp design, trail design, multi-use path design, and 3D modeling and visualizations, as well as preparing corresponding plan sets and estimates.

PROJECT EXPERIENCE

SH 79 OVER I-70
BENNETT, CO | CDOT RI



RELEVANT FEATURES: LOCATED IN BENNETT, CDOT COORDINATION, PROJECT MANAGER WITH COORDINATION WITH BOTH TOWN OF BENNETT AND CDOT REGION I

Caroline is currently the lead roadway engineer and project manager for the SH79 bridge replacement project. The existing SH 79 bridge over I-70 is substandard and creates a bottleneck into town, and is expected to worsen with an increase in truck traffic heading to the Love's Truck Stop to the north. The new bridge will include turn lanes, shoulders, and be designed to accommodate wide truck turning movements. The project also addresses the existing sight distance safety issue and provides a 10' multi-use path on both sides of the roadway that will tie into the existing and proposed trail systems, making Bennett a much more connected and safe place to walk and cycle. Caroline is coordinating with the Town to combine the needs and priorities of the Town with the designs and standards required by CDOT.

**SH 7 (LOWER) PERMANENT
REPAIR**

LYONS, CO | CDOT R4



RELEVANT FEATURES: MULTIPLE DESIGN PACKAGES AND PHASED CONSTRUCTION, MULTI-MODAL DESIGN

At a past firm, Caroline served as the design lead and EOR for SH 7 from Lyons to SH 72. This project was the last permanent repair project from the 2013 Colorado Flood Repair Program and incorporated hydraulics, extensive environmental permitting, utility coordination, and the addition of bike-able shoulders through the canyon. Caroline was in charge of coordinating all the design from 12 different subconsultants, managing the input from multiple stakeholders, and dividing the project into two separate comprehensive plan packages. This project was a CMGC project with CDOT Region 4 and Caroline was instrumental not only in the coordination of the cohesive project design, but also in the plans and specifications, cost estimates, and roadway design.

**WINDERMERE OVER THE
HIGH LINE CANAL**

LITTLETON, CO, CO | CITY OF LITTLETON



RELEVANT FEATURES: LOCAL AGENCY/CDOT OVERSIGHT PROJECT, MULTI-MODAL DESIGN, TRAIL CROSSING A ROAD

Caroline is the lead roadway engineer for this bridge replacement project with CDOT local agency oversight. This project replaces a structurally deficient and functionally obsolete bridge over the High Line Canal, adding bike lanes on both sides of the road and increasing accessibility for pedestrians across the bridge and at the canal crossing. Aside with performing the roadway design and creating the roadway plans, Caroline has been instrumental in creating 3D renderings of the preferred bridge option to present to SHPO and streamline the conversation around the historic sensitivity of the canal and bridge replacement. As this is a Local Agency job with the City of Littleton and CDOT, Caroline is responsible for meeting both the CDOT and City standards in her roadway design, trail design, and plan and specifications.

BRIAN HEARN, PE

LEAD ROADWAY ENGINEER

EDUCATION

BS Engineering
Ohio State
University, 2004

REGISTRATION

Colorado PE
#47581

**YEARS OF
EXPERIENCE**

19

**TIME WITH
THEOREM**

3 months

Brian has 19 years of experience as a Roadway Engineer working on infrastructure projects.

He brings a passion for integrating multi-modal design into our roadway infrastructure. Brian has a history of coordinating closely with drainage and structure designs to optimize the overall design and save project costs. He has spent most of his career working alongside contractors, allowing him to anticipate constructibility concerns throughout the design process. Brian's 3D CAD expertise has proved to be a valuable coordination tool for the design development, but also for stakeholder and public outreach.

PROJECT EXPERIENCE**WEST VAIL PASS SAFETY AND OPERATIONS PROJECT**

VAIL, CO | CDOT R3



RELEVANT FEATURES: MOUNTAIN CORRIDOR, CRITICAL STAKEHOLDER COORDINATION, MULTI-MODAL DESIGN, ROADWAY DESIGN

Brian recently served as the lead roadway engineer for the I-70 West Vail Pass Safety and Operations project. Brian designed the realignment of 5 miles of I-70 reconstruction, including an EB & WB auxiliary lane, 2 new bridges with a trail underpass, several walls, 2 large wildlife crossings, 5 small wildlife crossings, and a trail realignment. As part of the CMGC design process, Brian worked closely with the contractor and CDOT to design and construct the project in the short construction season.

The design required extensive coordination with CDOT and stakeholders to balance project goals and gain consensus on the proposed solutions. The renderings and animations he provided throughout the design ensured the entire team understood the complex issues to keep the design and schedule on track. Brian also assisted CDOT by developing a Design Decision Matrix for several of the design issues on I-70. The matrices balanced project goals and provided a framework to solicit feedback from the design, owner, and construction team while also documenting the process.

C-470 EXPRESS LANES

HIGHLANDS RANCH, CO | CDOT RI



RELEVANT FEATURES: MULTIMODAL, ROADWAY DESIGN, PUBLIC INVOLVEMENT, STAKEHOLDER OUTREACH

Brian had several roles in his 10 years on the C-470 Project. First, he developed the preliminary design and cost estimates during the revamped Environmental Analysis. He assisted CDOT with the RFP development for the design-build construction project. During the design-build project Brian worked as CDOT's design review lead. He reviewed design document submittals and coordinated with CDOT discipline units, and was involved through construction with coordinating construction concerns related to design. His passion for multi-modal design ensured the C-470 Trail was not an afterthought along the highway. Brian's extensive experience with interdisciplinary coordination proved to be a valuable asset in identifying potential issues in the design, and his 3D CAD experience helped with the review of a 3-level interchange at I-25 by providing valuable construction phasing feedback.

Brian also acted as a liaison between PI and design, providing renderings and animations for public outreach. Renderings were created through the preliminary design development, and he created fly through exhibits for the public to highlight the proposed improvements and signing to the public.

I-25 SEGMENT 5 DESIGN-BUILD

FORT COLLINS, CO | CDOT R2



RELEVANT FEATURES: MULTI-MODAL DESIGN, ROADWAY DESIGN

Brian served as the roadway design lead at the I-25 & Prospect Interchange. As part of the design-build project, he met regularly with the Contractor and CDOT to obtain continual feedback throughout the design to keep the fast paced schedule on track. Brian coordinated with CDOT and the City to establish the bike lane and sidewalk details through the interchange and along Prospect Road. He developed the final design plans and aided in responding to design questions and optimizations through construction.

JEB SLOAN, PE



EDUCATION

BS Civil Engineering
University of Missouri-Columbia
2001

REGISTRATION

Colorado PE
#40820

YEARS OF EXPERIENCE

22

YEARS WITH THEOREM

2

Jeb is experienced in both drainage and roadway design as well as managing multi-model, multi-disciplined projects. This experience allows him to quickly design facilities that meet drainage and roadway/trail requirements and coordinate the designs to each discipline on the team. Jeb's strength is developing quality constructable, cost-efficient designs that meet the project's goals and requirements.

PROJECT EXPERIENCE

SH 79 OVER I-70
BENNETT, CO; CDOT REGION I



RELEVANT FEATURES: LOCATED IN BENNETT, CDOT COORDINATION, INCLUDES DRAINAGE AREAS TRIBUTARY TO THE PROJECT

Jeb is currently the drainage design lead for this interchange improvement project that consists of a blended team of consultants and CDOT staff. His role includes hydrology, storm sewer design, and deliverable production for the project. This includes a large approximately 80-acre basin tributary to the project that currently drains to an undersized culvert. The inadvertent detention that occurs had to be analyzed to confirm the project would not have any detrimental impacts to the upstream and downstream properties.

WINDERMERE OVER THE HIGH LINE CANAL
LITTLETON, CO; CITY OF LITTLETON



RELEVANT FEATURES: TRAIL DESIGN, FLOODPLAIN ANALYSIS, CDOT LOCAL AGENCY PROJECT

Jeb is the lead drainage engineer for this bridge replacement over the historic High Line Canal. The project included HEC-RAS modeling for the High Line Canal to evaluate options for the crossing and storm sewer modeling, plan production, and utility relocation coordination to address maintenance and capacity issues with the existing storm sewer system.

WEST VAIL PASS SAFETY IMPROVEMENTS
VAIL, CO; CDOT REGION 3



RELEVANT FEATURES: TRAIL RELOCATION, SAFETY IMPROVEMENTS, PHASED DELIVERY, AGGRESSIVE CONSTRUCTION SCHEDULE, CDOT COORDINATION

Jeb served as the deputy project manager for the I-70 West Vail Pass Safety Improvements project. This project includes the widening of EB I-70 for 5 miles including two miles of recreation trail realignment including two creek crossings, two highway bridge replacements, the replacement of a truck escape ramp, roadway realignment to improve safety, multiple retaining walls, sediment control features, and seven wildlife crossing facilities. This CMGC underwent an extensive Context Sensitive Solution (CSS) process to engage the multiple stakeholders including the US Forest Service, the Army Corps of Engineers, Colorado Department of Wildlife, the State Historic Preservation Office, Eagle County, and the Town of Vail. Jeb's responsibilities included developing the project design schedule, coordinating the construction packages to meet CDOT and the contractor's needs, managing the design team to deliver each construction package within the aggressive schedule required to meet funding requirements and a short construction window.

JEFF REAM, PE, PTOE



LEAD TRAFFIC ENGINEER

EDUCATION

BS Civil Engineering, University of Washington

REGISTRATION

Colorado PE #34612 PTOE

YEARS OF EXPERIENCE

31

YEARS WITH IRONSTRIDE

1

Jeff Ream is a Senior Transportation Engineer with 30+ years of experience managing traffic engineering projects. He has completed a wide variety of traffic operations studies throughout his career, including traffic impact studies, traffic circulation analyses, development reviews, signal warrant analyses, signal design, signal coordination studies, accident analyses, and pedestrian safety studies.

PROJECT EXPERIENCE

CDOT REGION I PEDESTRIAN CROSSING NEEDS EVALUATION
CDOT REGION I



RELEVANT FEATURES: PEDESTRIAN CROSSING DESIGN, RURAL TOWN SETTING

Jeff conducted pedestrian crossing needs evaluations at four locations in Region 1, including SH 119 in Rollinsville, Bellevue Ave in Englewood, Morrison Rd in Morrison, and SH 67 in Sedalia. In each case, Jeff used pedestrian and traffic volumes collected over a 3-day period to identify an appropriate crossing treatment using the process outlined in the CDOT Pedestrian Crossing Installation Guidelines.

TOWN OF LOCHBUIE TRAFFIC ENGINEERING SERVICES
LOCHBUIE, CO | TOWN OF LOCHBUIE



RELEVANT FEATURES: DRCOG FUNDING, MULTI-MODAL TRAIL

Jeff served as the town Traffic Engineer for the Town of Lochbuie through an on-call contract (2017–2021). Jeff performed development review; addressed traffic concerns raised by local residents; provided input on proposed updates to the Town’s land development code; developed a neighborhood traffic calming program; developed signing and striping plans for the planned widening of WCR 2; coordinated the planned improvements on WCR 2 with the adjacent development, CDOT Regions 1 and 4, and the City of Brighton; and applied for and received two grants from DRCOG, one to signalize the I-76 interchange ramps and one to construct a one-mile segment of multi-modal trail.

CDOT FRONT RANGE TRAFFIC ENGINEERING NPS CONTRACTS
FRONT RANGE | CDOT



RELEVANT FEATURES: PEDESTRIAN SAFETY EVALUATIONS, TRAFFIC ENGINEERING

Jeff has managed four consecutive Front Range Traffic Engineering NPS contracts (2014–present). The task orders completed under these contracts covered a variety of efforts, including pedestrian safety evaluations and traffic engineering support services for both Regions 1 and 4, construction engineering support for adaptive signal system installation and fiber installation, traffic signal support services for Region 1, ITS design and maintenance support services for CDOT ITS and Region 1, bottleneck reduction support services for CDOT HQ, Smart Work Zone support services for CDOT HQ, grant application support for Regions 1 and 4, fiber management support services for CDOT ITS, signal controller upgrade plans for Region 1, ramp meter designs for Region 1, and design services for the installation of ITS devices along I-25 and I-70 for CDOT ITS.

MEGAN PALIWODA



EDUCATION

MA, Environmental and Natural Resources Policy, University of Colorado at Boulder

BA, Environmental Studies and Geography, University of Colorado at Boulder

YEARS OF EXPERIENCE	YEARS WITH PINYON
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5	1
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Megan Paliwoda is a National Environmental Policy Act (NEPA) specialist with experience in environmental permitting and compliance for transportation projects. She has prepared permit application packages for regulatory permitting, including the US Army Corps of Engineers Section 404 of the Clean Water Act, the US Fish and Wildlife Section 7 of the Endangered Species Act, and the Regional Water Quality Control Board Section 401 Water Quality Certification. She regularly manages Categorical Exclusion (CatEx) projects and authors technical memorandums. Her growing knowledge of consulting has focused on environmental justice analyses and assisting the sustainability team with their initiatives.

PROJECT EXPERIENCE

STATE HIGHWAY 66 PEDESTRIAN UNDERPASS

TOWN OF MEAD ; MEAD, COLORADO



RELEVANT FEATURES: TIP FUNDING, PEDESTRIAN FACILITIES AND UNDERPASS, CDOT FORM 128, SECTION 4(F) CLEARANCE, TRAIL CONNECTION FOR RURAL TOWN

Mead received Transportation Improvement Program (TIP) funding to complete a pedestrian underpass for the project with trail connection. As TIP funding is administered by the Federal Highway Administration, the project completed CatEx level NEPA documentation through the completion of Colorado Department of Transportation’s (CDOT’s) Form 128. Pinyon assessed the environmental conditions of the project area and completed resource-specific technical memorandums or similar for air quality, noise, hazardous materials, biological resources, and historic resources, as well as Section 4(f). As Project Manager, Megan facilitated the completion of the CatEx for this project by leading the environmental analyses and managing a multidisciplinary team of resource specialists. This project is an integral step for Mead in realizing their Comprehensive Transportation Plan—creating an important connection between schools and residential and commercial areas.

LONE TREE CREEK REGIONAL TRAIL PHASE III

CITY OF CENTENNIAL ; CENTENNIAL AND ARAPAHOE COUNTY, COLORADO



RELEVANT FEATURES: MULTI-MODAL DESIGN, CDOT FORM 128

The City of Centennial is pursuing professional services for the design of this trail, which has been identified as a critical route for recreation and transportation. Pinyon was retained to complete environmental services for the project, which required completion of CatEx level NEPA documentation through completion of the Colorado Department of Transportation’s (CDOT’s) Form 128. Pinyon assessed the environmental conditions of the project area and completed resource-specific technical memorandums for several resources. Megan was the Project Manager

ST. VRAIN GREENWAY TRAIL PHASE I3 PROJECT

CITY OF LONGMONT; LONGMONT, COLORADO



RELEVANT FEATURES: MULTI-USE PATH, PEDESTRIAN UNDERPASS, SECTION 4(F) CLEARANCE

The City of Longmont designed and constructed an approximately 3.5-mile-long section of the St. Vrain Greenway Trail, a multi-use trail, in Weld County, Colorado. The trail includes a pedestrian underpass at SH 119 and a pedestrian bridge over the St. Vrain Creek. Megan helped complete the Section 4(f) clearance for this project. She authored the 4(f) Enhancement Letter to the City of Longmont Public Works and Natural Resources Department noting that the trail extension provides a safer route for pedestrians and cyclists.

MARK WILCOX



EDUCATION

Bachelor's of Landscape Architecture
Kansas State University,
1994

REGISTRATION

Colorado PLA #0000204,
ASLA

YEARS OF EXPERIENCE

29

YEARS WITH DHM

29

Mark's contributions to DHM showcase his diverse talents from managing projects to creating beautiful renderings and understanding the technical aspects of funding and implementing his teams' designs. Mark has been with DHM since 1994 and has a true passion for seeing Colorado's outdoors become each community's greatest asset. He has been involved in a variety of projects; planning and designing green infrastructure, parks, trails, public facilities, streetscapes and more. Mark has a long history providing services related to transportation, streetscape, and infrastructure throughout the West.

PROJECT EXPERIENCE

CIVIC CENTER PARK

BENNETT, COLORADO; TOWN OF BENNETT

RELEVANT FEATURES: LANDSCAPE ARCHITECTURE, TRAIL, RECREATION AND PARK PLANNING, COMMUNITY ENGAGEMENT

The DHM Design is partnering with the town of Bennett to design a brand-new Civic Center Park. Through close consultation with town officials and residents, we aim to ensure that this park truly reflects the aspirations and preferences of Bennett. The Town envisions the park as a community park to support the ongoing recreation and sports needs of the community. The project includes the development of ballfields, a splash pad, a designated dog park, versatile courts for basketball, tennis, and pickleball, as well as scenic trails that meander through the natural beauty of the park. This Civic Center Park project represents a shared vision for Bennett's future, one that emphasizes community, civic pride, and the promotion of a healthier, more connected town.

SAND CREEK GREENWAY

COMMERCE CITY, COLORADO



RELEVANT FEATURES: MASTER PLANNING, LANDSCAPE ARCHITECTURE, SUSTAINABLE DESIGN, CONSTRUCTION DOCUMENTATION, CDOT OVERSIGHT

For years, Sand Creek, a major drainage way running through Commerce City, was associated with heavy industrial dumping and pollution. Few knew of its historical and regional significance along with the Creek's diverse wildlife and natural resources. The goal of the project was to transform Sand Creek into a major recreational and natural resource amenity for the people of Commerce City, as well as work with other communities along Sand Creek to create an outstanding regional asset. Since completing the master plan, DHM Design continued in the redevelopment of Sand Creek. The team has provided services for design, construction documentation, and construction administration for bridges, overlooks, planting and restoration projects along the greenway.

19TH STREET AND FOURMILE CANYON CREEK

BOULDER, COLORADO



RELEVANT FEATURES: ECOLOGICAL RESTORATION, SITE DEVELOPMENT, 3D RENDERINGS, PUBLIC FACILITATION, TRAIL DESIGN

DHM is part of the team that is currently providing final designs and FOR set to the Four Mile Canyon Creek and the 19th Street Bridge. Key elements included stream restoration, flood conveyance and resiliency, ecological restoration and pedestrian connections under 19th Street to reconnect neighborhoods to the trail and school. DHM is providing tree inventory and assessments, landscape and ecological site development plans for the FIR plan submittal. DHM is also providing 3D renderings of the proposed bridge structure, pedestrian amenities, landscape and ecological restoration designs and stream restoration to assist with understanding the designs and for public outreach events.



APPENDIX B
ADDITIONAL FORMS

REQUEST FOR PROPOSALS

Cover Sheet



Date of RFP Issuance: October 31, 2023

Project Number: 23-004
RFP Title: **Kiowa Bennett TIP Trail – Design**

Proposals Due: November 28, 2023, 4:00 p.m., Local Time
Submit Proposals to: djohnson@bennett.co.us

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

For Additional Information Please Contact: Daymon Johnson
(303) 644-3249 Ext. 1005
Email: djohnson@bennett.co.us

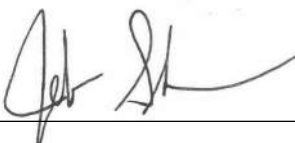
Documents Included in This Package: RFP Cover Sheet
Project Background and Specifications
RFP Instructions
Terms and Conditions
Special Terms and Conditions
Submission Form
Substitute Form W-9
Sample Agreement
Affidavit of Small Business Participation
2022 Local Agency Professional Services Contract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

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

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: Theorem Design Group, Inc. Fax: _____
Address: 655 S Newport St City/State: Denver, CO Zip: 80224
Contact Person: Caroline Draper Title: Principal Phone: 720-762-0989

Authorized Representative's Signature: 
Printed Name: Jeb Sloan Title: Principal
Email Address: jeb.sloan@theoremdesigngroup.com

Phone: 720-762-6303
Date: 11/28/23

SUBMISSION FORM

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

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

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

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

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

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

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

Vendor# _____

1 NAME OF FIRM:

Theorem Design Group, Inc.

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):

Theorem Design Group, Inc.

NAME (As it appears on invoice)

655 S Newport St

ADDRESS

Denver, CO 80224

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

655 S Newport St

STREET ADDRESS

Denver, CO 80224

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 87 - 4031130

Name of Business Owner (please print) Jeb Sloan

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 11/28/23

Print Name Jeb Sloan

NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT UNTIL YOUR TAX PAYER 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

Client: Town of Bennett
Date: January 26, 2024

PROJECT DESIGN SCOPE

This scope provides an overview of the work necessary to deliver the project. It is anticipated that multiple task orders will be utilized to deliver the project. Individual task orders will include additional detail about specific tasks, and be the basis for fee discussion.

Each individual task order's scope and fee will follow the intent presented herein, but may be amended at the discretion of the Town's Director of Capital Projects and/or the Town Administrator.

I.0 PROJECT OVERVIEW

This project designs approximately 3.5 miles of 8 to 10-foot wide concrete, partially motorized (maintenance only), non-equestrian-use trails. The trail alignment includes significant Kiowa Creek floodplain lengths and areas and requires permitting, design/improvement and impact mitigation considerations and requirements. The trail utilizes the existing I-70 Kiowa Creek bridge as a trail underpass under I-70, requiring further floodplain and bridge hydraulics impacts and mitigations.

This work is funded by a Transportation Improvement Program (TIP) Grant, including Federal funds administered by the Colorado Department of Transportation (CDOT) Region 1 office. The selected design firm will work with CDOT, as well as Town Public Works, Engineering & Capital Project Staff to design and layout the trail in all three segments.

The Kiowa Bennett TIP Trail consists of 3 segments. This scope includes the field investigations and full design of each Segment.

SEGMENT 1

Segment 1 is the North Segment which runs North & South along the east side of State Highway 79, terminating near the existing QuikTrip on the south end and Brothers 4 Park at the north end.

SEGMENT 2

Segment 2 is the middle or Central Segment, which runs from the Southernmost point of Segment 1, heads East and proceeds to the I-70 Corridor underpass in alignment with Kiowa Creek.

SEGMENT 3

Segment 3 of this trail is the South segment, which takes the trail from Kiowa-Bennett Road, through the Kiowa Creek North Open Space, connecting to the Southernmost point of Segment 2

2.0 - MEETINGS

Theorem and its subconsultants shall prepare and provide meeting minutes for all meetings.

The following are the anticipated meetings and the expected length and attendees.

Meeting	Frequency	Attended by	Length
Kickoff meeting	One-time	3 team members	1 hour
Progress/Coordination Meetings with Bennett	Bi-weekly, 22 weeks	Theorem PM, Bennett PM	30 min
Progress/coordination meetings with CDOT	Every 5 weeks, 10 times	Theorem PM	1 hour
Internal coordination meetings	Monthly, 9 months	3 team members	1 hour
Utility Coordination*	10 times	1 team members	1 hour
Segment 1 - FIR/FOR and Advertisement milestone meeting	2 meetings	3 team members	3 hours
Segment 2 - FIR, FOR and Advertisement milestone meeting	3 meetings	3 team members	3 hours
Segment 3 - FIR, FOR and Advertisement milestone meeting	3 meetings	3 team members	3 hours

*Actual utility coordination meeting to be determined on a task order by task order basis.

3.0 - PROJECT MANAGEMENT

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

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

4.0 - PROJECT DEVELOPMENT

The Theorem team will work with the subconsultants to gather the field information required for the design. This includes the following items that will be delivered by subconsultants as identified in each section.

4.1 SURVEY

105 West will perform the survey tasks associated with the project. This includes the following services under section 4.1.

4.1.1 MEETINGS, MOBILIZATION, AND COORDINATION

The following are the anticipated meetings and the expected length and attendees.

Meeting	Frequency	Attended by	Length
Kickoff meeting	One-time	1 team member	1 hour

105 West will develop work plans, mobilize staff, and keep the Consultant Manager and Town of Bennett Project Manager updated relative to the survey team's progress or any concerns.

4.1.2 PERMITS/PERMISSION TO ENTER

105 West will apply for the right-of-way permits from the Town of Bennett to perform survey work within the public right-of-way. As part of this task, 105 West will prepare right-of-entry forms for landowners adjoining the project rights-of-way. It is assumed that the Town of Bennett will address any private landowners that will not grant survey access to 105 West field personnel.

4.1.3 PROJECT CONTROL

105 West will establish horizontal and vertical control monuments based on Colorado State Plane Central and NAVD 88. 105 West will coordinate with the Town of Bennett and CDOT for any specific datum requirements and match accordingly if available. The preparation of a project control diagram, signed and sealed by a Colorado Professional Land Surveyor, is included in this task.

4.1.4 TOPOGRAPHIC SURVEY

105 West will obtain, by field methods, existing, visible planimetric features and topography at a one-foot (1') contour interval. The topographic survey will include the existing edges of pavement, existing edge of traveled surface, centerline, curb/gutter, striping, edge of trail, sidewalks, lighting, structures, and surface utility evidence within the limits of the project. Field personnel of 105 West, Inc., are strictly forbidden to enter any manhole or subsurface access to obtain invert elevations, pipe diameters, or directions of flow. Invert measurements must be obtained from outside of the manhole or invert. All electronic deliverables will be provided in CDOT OpenRoads format.

105 West will not be required to survey wetland limits. The limits will be established by the wetland biologists and added to the Openroads files by the environmental subconsultant.

4.1.5 PRELIMINARY OWNERSHIP/RIGHT-OF-WAY MAP

In order to determine the existing property limits, 105 West will obtain vesting deeds. Based on this information, in conjunction with subdivision plats, land surveys, and ROW plans, 105 West will survey land corners associated with the adjoining parcel deeds and prepare a preliminary ownership map showing owner of record, site, address, and Assessor's parcel number based on

record information.

All electronic deliverables will be provided in CDOT OpenRoads format.

4.1.6 UNDERGROUND UTILITIES

Goodbee & Associates will mark the underground utilities within the project limits. Once the utilities have been marked, and sketches have been provided, 105 West will survey the paint mark locations. All electronic deliverables will be provided in CDOT OpenRoads format.

4.1.7 UTILITY TESTHOLE SURVEY

105 West will survey utility testhole locations and their associated "one-call" utility markings once the testholers are completely done with their work and 105 West has been provided copies of the utility testhole logs.

4.1.8 GEOTECHNICAL BOREHOLE SURVEY

It is not anticipated at this time that borehole locations will need to be marked by 105 West.

4.2 GEOTECHNICAL INVESTIGATIONS

Granite Engineering Group will perform the geotechnical tasks associated with the project. This includes the following services under section 4.2.

4.2.1 MEETINGS

The following are the anticipated meetings and the expected length and attendees.

Meeting	Frequency	Attended by	Length
Kickoff meeting	One-time	1 team members	1 hour
Internal coordination meetings	As needed, assumed 3 meetings	1 team members	1 hour
Segment 1 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	2 meetings	1 team members	1 hour
Segment 2 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	3 meetings	1 team members	1 hour
Segment 3 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	3 meetings	1 team members	1 hour

4.2.2 GEOTECHNICAL SERVICES

Consultant shall perform geotechnical research such as review of available published geotechnical literature of the site and the general site area which may include geologic maps, studies, surveys, and aerial photographs. The Consultant shall coordinate with the Town of Bennett and CDOT to determine additional geotechnical needs that are not available from previous investigations in the area. The Consultant shall perform all soil sampling and analysis and this work will include, but not be limited to:

- Bore or drill logs
- Water table
- Soil borings
- Soil classification
- Swell/Consolidation Testing (Time Rate of Consolidation if adding significant amount of fill)
- Soil resistivity tests
- Subgrade treatment recommendations and/or embankment requirements
- Pavement section analysis
- Soil relevant engineering properties
- Lateral soil parameters for CDOT Class 1 and CDOT Class 2 Backfill (On-Site Material)
- Bearing Capacity and sliding resistance parameters for on site materials

4.3 ENVIRONMENTAL INVESTIGATIONS

Pinyon Environmental, Inc. (Pinyon) will perform the environmental tasks associated with the project. This includes the following services under section 4.5.

4.3.1 MEETINGS

Pinyon shall conduct any necessary meetings with affected agencies as necessary to prepare and document individual clearances.

The following are the anticipated meetings and the expected length and attendees.

Meeting	Frequency	Attended by	Length
Environmental Kickoff meeting – Pinyon will assist with coordination and facilitate. Pinyon will take and distribute meeting minutes.	One-time	1 team members	2 hour
Internal coordination meetings	As needed, assumed 5 meetings	1 team members	1 hour
Segment 1 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	2 meetings	1 team members	1 hour
Segment 2 – FIR, FOR and Advertisement milestone meeting,	3 meetings	1 team members	1 hour

coordinated to only attend section of meeting			
Segment 3 – FIR, FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	3 meetings	1 team members	1 hour

4.3.2 ENVIRONMENTAL ANALYSIS

It is anticipated that the project will utilize a CatEX and as such will require all the necessary documentation for environmental clearance consistent with projects similar in size and scope. Pinyon shall determine the appropriate level of evaluations necessary to obtain all necessary environmental clearances including, but not limited to:

- Water Quality
- Wetlands and Waters of the US
- Vegetation and Noxious Weeds
- Fish and Wildlife
- Threatened and Endangered species
- Historic Properties
- Archaeology
- Paleontological
- Section 6(f) Evaluation
- Section 4(f)
- Hazardous Materials

Pinyon will be responsible for developing the draft and final documentation as well as all necessary submittals required to obtain environmental clearance. Any comments received shall be documented and addressed accordingly to obtain all clearances.

5.0 PRELIMINARY & FINAL DESIGN

5.1 PRELIMINARY DESIGN

The preliminary design for this work will verify design assumptions and concepts prior to beginning work on the final design plan set. This work will include an engineering layout of the planned improvements, with design completed to a level in which remaining issues can be discussed and addressed. Final input on the design will be solicited from the Town, CDOT, utility owners, and others.

SEGMENT I

The preliminary design will be submitted as a combined FIR/FOR set that highlights key design features for decisions, with a review meeting scheduled two weeks after submittal.

SEGMENT 2 & 3

The preliminary design will be submitted as two 30% plan sets that highlight key design features for decisions, with a review meeting scheduled two weeks after submittal. Segments 2 and 3 may be combined at the discretion of the Town and Theorem.

5.1.1 PRELIMINARY QUANTITIES AND COST ESTIMATES

Theorem will develop detailed construction bid quantities and construction cost estimates based on the FIR/FOR plans and quantities (Segment 1) and 30 percent design plans and quantities (Segment 2 & 3). The cost estimates will be presented by typical CDOT Pay Items and cost categories and utilize relevant/current unit cost information from similar/recent projects in the Denver metropolitan area and consider current market inflation volatility.

5.2 FINAL DESIGN

Final design documents will be a continuance of the preliminary design documents and details will be added as needed to define the work. Comments from the preliminary design documents will be addressed and design will be further developed. The final designs will be submitted as 90% plan sets that include all the final design details, specifications, quantities, and cost estimate. Any adjustments to the final design documents are anticipated to be minor in nature. A review meeting with all affected parties will be scheduled two weeks after submittal.

SEGMENT 1

Final design (FOR) will be combined with the FIR design.

SEGMENT 2 & 3

FIR and FOR are anticipated to stay separate for Segment 2 and 3. Segment 2 and 3 may be combined at the discretion of the Town and Theorem.

5.2.1 FINAL DESIGN DELIVERABLES

Theorem will provide a complete set of plans, specifications, cost estimates, and all necessary reports and calculations derived in the development of the final plans and specifications for review at the FOR submittal. All deliverables will be consistent with those delivered for CDOT projects.

5.2.1.1 FINAL PLANS

Theorem and its subconsultants shall provide a comprehensive set of plans following CDOT standards for review at the FOR submittal. The plans shall include all details and cross sections necessary to construct the project and shall be reflective of the final corresponding calculations by disciplines.

5.2.1.2 FINAL SPECIFICATIONS

Theorem and its subconsultant shall provide a comprehensive set of specifications following the most current CDOT standards for review at the FOR submittal. The specifications shall include a list of all standard special provisions and any applicable project special provisions.

5.2.1.1.3 FINAL GEOTECHNICAL REPORT

Granite shall finalize the draft geotechnical report addressing all comments from the FIR and any that may arise during the final structural design. This effort shall include plan and specifications review.

5.2.1.1.4 FINAL ENVIRONMENTAL CLEARANCE DOCUMENTATION

Pinyon Environmental shall provide all final documentation necessary to provide environmental clearance to allow for the advertisement of the project for construction. This scope includes all necessary meetings with affected entities as needed and any and all reporting necessary. It is anticipated that the project will be cleared with a Categorical Exclusion (CATEX).

5.3 TRAIL DESIGN

Theorem will perform the trail design tasks associated with the project. This includes the following services under section 5.3.

5.3.1 PRELIMINARY TRAIL DESIGN

The goal of the preliminary trail design will be to identify any right of way impacts needed to construct the project. This will require the typical section, horizontal and vertical geometry, trailside design, and proposed grading. These elements will allow for the design team to develop the proposed grading, toes of slopes, and right of way impacts. This information will be shown in the preliminary design documents.

5.3.2 FINAL TRAIL DESIGN

The final roadway design will define the roadway typical section, horizontal and vertical geometry, roadside design, and the proposed grading necessary for construction of the project. The design will identify the project construction limits of disturbance and will be coordinated with all disciplines to confirm the proper limits have been established and clearly conveyed.

5.4 TRAFFIC DESIGN

Ironstride will perform the traffic design tasks associated with the project. This includes the following services under section 5.4.

5.4.1 MEETINGS

The following are the anticipated meetings and the expected length and attendees.

Meeting	Frequency	Attended by	Length
Kickoff meeting	One-time	1 team members	1 hour
Internal coordination meetings	As needed, assumed 5 meetings	1 team members	1 hour
Segment 1 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	2 meetings	1 team members	1 hour

Segment 2 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	3 meetings	1 team members	1 hour
Segment 3 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	3 meetings	1 team members	1 hour

5.4.2 PRELIMINARY TRAFFIC DESIGN

SEGMENT 1

The preliminary traffic design will coordinate and design two crossings of SH 79 with CDOT Traffic. This is an early action item and will be time sensitive. This design aims to further analyze these crossings for both vehicular and pedestrian movement, implementing design to provide safer crossings for pedestrians and cyclists.

SEGMENT 2 & 3

Minimal traffic design anticipated.

5.4.3 FINAL TRAFFIC DESIGN

The final traffic design will continue the details of the trail crossings of SH79.

5.5 MAINTENANCE OF TRAFFIC DESIGN AND DETOURS

Theorem will perform the maintenance of traffic and detour design tasks associated with the project. This includes the following services under section 5.5.

5.5.1 PRELIMINARY MAINTENANCE OF TRAFFIC DESIGN AND DETOURS

SEGMENT 1

Pedestrian, bicycle, and vehicular traffic will need to be maintained at two crossings of SH 79.

SEGMENT 2 & 3

Minimal MOT and detour design anticipated.

5.5.2 FINAL MAINTENANCE OF TRAFFIC DESIGN AND DETOURS

SEGMENT 1

Theorem will develop a detour signing plan to facilitate safe movement for pedestrians and bicycles where closures are required. This scope assumes that both crossings across SH 79 will be closed during Segment 1 construction.

5.6 STRUCTURAL DESIGN

Theorem will perform the structural design tasks associated with the project. This includes the following services under section 5.6.

5.6.1 PRELIMINARY STRUCTURAL DESIGN

SEGMENT 1

No structures anticipated.

SEGMENT 2

A small retaining wall may be needed through the ravine. Any drainage structures are anticipated to meet the criteria for and follow CDOT standard.

SEGMENT 3

No structures anticipated.

5.6.2 FINAL STRUCTURAL DESIGN

The final structural design will progress the retaining wall design.

5.7 DRAINAGE DESIGN

Theorem will perform the drainage design tasks associated with the project. This includes the following services under section 5.7.

5.7.1 PRELIMINARY DRAINAGE DESIGN

Theorem will provide hydrology analysis and calculations for the area tributary to the project. Historical data will be collected, previous designs in the proximity of the project and data from other sources will be used as basis for design, including existing Kiowa Creek Flood Analyses and development drainage reports. Permanent water quality facilities are not anticipated to be required for this project. Drainage analysis will be performed to determine a preliminary layout and capacity of existing and proposed facilities with the proposed concept. This includes:

- Ditch capacity calculations
- Existing and Proposed Culvert Calculations
- Impacts to the Kiowa Creek floodplain
- Erosion protection for ditches and culvert outlets

Potential utility conflicts will be identified and required test hole locations will be identified during the preliminary design. Once the layout is finalized, test holes will be obtained, and the information will be incorporated during final design.

Assumptions and design calculations will be compiled into a Preliminary Drainage Report that will be submitted for review and comment with the preliminary design documents.

SEGMENT 1

Theorem will extend the analysis that was performed on SH79 to the north to the extents of the Segment 1 alignment. This analysis will include the hydrology and hydraulic analysis of the roadside ditch between the proposed trail and SH79 and street and

driveway culverts. The results of the analysis will be documented in a Preliminary Drainage Report. Any upgrade to existing facilities will be included in the drainage plans.

SEGMENT 2

Theorem will perform analysis hydrology and hydraulic analysis of trail side ditches and culverts as required. Hydraulic analysis will include the Kiowa Creek analysis to determine the floodplain impacts of the proposed project. The existing Kiowa Creek analyses funded by Arapahoe and Adams County will be used for the basis of this design. The scope anticipates that a no rise condition can be reached in the proposed condition and no FEMA reviews will be required. An analysis will be performed to confirm that the proposed design does not negatively impact the resiliency of the existing bridge. The results of the analysis will be documented in a Preliminary Drainage Report. Trailside ditches will be designed to keep the trail dry in a event agreed to by the city. Culverts will be designed to safely convey flows under the trail as needed. These facilities will be shown and detailed in the preliminary drainage plans.

SEGMENT 3

Theorem will perform analysis hydrology and hydraulic analysis of trail side ditches and culverts as required. Hydraulic analysis will include the Kiowa Creek analysis to determine the floodplain impacts of the proposed project. The existing Kiowa Creek analyses funded by Arapahoe and Adams County will be used for the basis of this design. The scope anticipates that a no rise condition can be reached in the proposed condition and no FEMA reviews will be required. The results of the analysis will be documented in a Preliminary Drainage Report. Trailside ditches will be designed to keep the trail dry in a event agreed to by the city. Culverts will be designed to safely convey flows under the trail as needed. These facilities will be shown and detailed in the preliminary drainage plans.

5.7.2 FINAL DRAINAGE DESIGN

The final drainage design will advance the design from the FIR level and document any surface drainage on the project. This effort will include the evaluation of all proposed ditches and associated stormwater drainage systems.

5.8 STORMWATER MANAGEMENT DESIGN

Pinyon will perform the SWMP design tasks associated with the project. This includes the following services under section 5.8.

5.8.1 MEETINGS

The following are the anticipated meetings and the expected length and attendees.

Meeting	Frequency	Attended by	Length
Kickoff meeting	One-time	1 team members	1 hour
Internal coordination meetings	As needed, assumed 5 meetings	1 team members	1 hour
Segment 1 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	2 meetings	1 team members	1 hour
Segment 2 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	3 meetings	1 team members	1 hour
Segment 3 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	3 meetings	1 team members	1 hour

5.8.2 PRELIMINARY STORMWATER MANAGEMENT DESIGN

Pinyon will develop a Stormwater Management Plan (SWMP) including a narrative and Erosion Control Plan (ECP) sheets for the project. It is assumed that the overall disturbed area will be over than one (1) acre and will require a Colorado Discharge Permit System Stormwater Construction Permit. The ECP sheets and SWMP narrative will be developed in accordance with the CDOT's Storm Drainage Design and Technical Criteria and permit requirements, in addition to the requirements of the Colorado Department of Public Health and Environmental (CDPHE) General Permit COR030000 (Stormwater Associated with Construction Activities [Construction Stormwater Permit]).

One field visit will be conducted by a single person. Three (3) hours are anticipated for the visit including travel time. The field visit will include observation for design and pre-construction photo documentation. Permission to enter and access coordination are not included.

5.8.3 FINAL STORMWATER MANAGEMENT DESIGN

Pinyon will further develop their SWMP including a narrative and Erosion Control Plan (ECP) sheets for the project. The plans and specifications will be advanced based on the approved design concepts from the FIR meeting.

Pinyon will assist the project owner in obtaining the Construction Activities Stormwater Discharge Permit.

5.9 UTILITY DESIGN

Goodbee & Associates (Goodbee) will perform the utility design tasks associated with the project. This includes the following services under section 5.9.

5.9.1 MEETINGS

The following are the anticipated meetings and the expected length and attendees.

Meeting	Frequency	Attended by	Length
Kickoff meeting	One-time	1 team members	1 hour
Internal coordination meetings	As needed, assumed 5 meetings	1 team members	1 hour
Utility Coordination Meeting*	10 meetings	1 team member	
Segment 1 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	2 meetings	1 team members	1 hour
Segment 2 - FIR, FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	3 meetings	1 team members	1 hour
Segment 3 - FIR, FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	3 meetings	1 team members	1 hour

*Actual utility coordination meeting to be determined on a task order by task order basis.

5.9.2 UTILITY DESIGN

Goodbee & Associates (Goodbee) will perform the utility tasks associated with the project, including coordination with other utility relocations. The realignment of the private utilities will be coordinated with their respective owners and their proposed locations will be shown in the plans.

5.9.3 SUE INVESTIGATION

Goodbee will be responsible for the subsurface utility engineering in accordance with Colorado Senate Bill 18-167. Theorem will provide required test hole locations. Goodbee will be responsible for obtaining the test hole information for these locations and coordinating with the surveyor to get these locations staked and surveyed after the test holes have been completed. Goodbee will develop SUE plans in accordance with CRS 9-1.5.

5.9.4 UTILITY RELOCATION PLANS

Goodbee will be responsible for developing utility relocation plans that show existing utilities (from SUE investigations) and proposed utility relocations/resolution for 30%, 90%, and Ad deliverables. Goodbee is responsible for coordinating the required utility relocations with the

utility owners and obtaining all approvals for these relocations. Where applicable, Goodbee shall determine the feasibility of utility removals or abandonment in place.

SEGMENT 1

Most relocations are expected to be in the first segment.

SEGMENT 2 & 3

Utilities are expected to be minimally, if at all, impacted.

5.10 LANDSCAPE ARCHITECTURE DESIGN

DHM will perform the landscape architecture tasks associated with the project. This includes the following services under section 5.10.

5.10.1 MEETINGS

The following are the anticipated meetings and the expected length and attendees.

Meeting	Frequency	Attended by	Length
Kickoff meeting	One-time	1 team members	1 hour
Internal coordination meetings	As needed, assumed 5 meetings	1 team members	1 hour
Segment 1 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	2 meetings	1 team members	1 hour
Segment 2 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	3 meetings	1 team members	1 hour
Segment 3 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	3 meetings	1 team members	1 hour

5.10.2 PRELIMINARY LANDSCAPE ARCHITECTURE DESIGN

DHM shall develop landscape design and mitigation plans for trailside areas that will be impacted with the new trail construction. There are landscapes that may include existing trees, shrubs, dryland grasses, and different types of fences. In addition, the Town and DHM will work together to determine if any trailside improvements i.e. benches, trash cans, etc. are desired. This task will include developing plans, details, and specifications to replace the impacted, existing landscaping in kind.

5.10.3 FINAL LANDSCAPE ARCHITECTURE DESIGN

DHM Design will progress the design above to final design.

5.II LIGHTING DESIGN

Clanton will perform the lighting and electrical tasks associated with the project. This includes the following services under section 5.12.

5.II.1 MEETINGS

The following are the anticipated meetings and the expected length and attendees.

Meeting	Frequency	Attended by	Length
Kickoff meeting	One-time	1 team members	1 hour
Internal coordination meetings	As needed, assumed 3 meetings	1 team members	1 hour
Segment 1 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	2 meetings	1 team members	1 hour
Segment 2 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	3 meetings	1 team members	1 hour
Segment 3 - FIR/FOR and Advertisement milestone meeting, coordinated to only attend section of meeting	3 meetings	1 team members	1 hour

5.II.2 PRELIMINARY LIGHTING DESIGN

Clanton will coordinate with CDOT and the Town of Bennett to determine if lighting will be added in certain locations to enhance safety and visibility. The lighting design will prioritize sustainability, minimizing light pollution while optimizing the overall user experience along the trail.

SEGMENT 2

It is anticipated that an under-bridge lighting system may need to be designed under the Bridge. The need for this lighting will be evaluated during the design and the environmental clearance.

5.II.3 FINAL LIGHTING/ELECTRICAL DESIGN

Clanton will complete any lighting tasks associated with the project, including design for any lighting under the bridge.

5.12 RIGHT-OF-WAY PLANS

SEGMENT I

No right-of-way plans anticipated. 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.

SEGMENT 2 & 3

105 West will prepare right-of-way plans. The final right-of-way plans will follow Colorado Department of Transportation survey manual requirements and will go through the CDOT Right of Way Plan Review (ROWPR) process. Temporary easements can be depicted with standard legal descriptions and exhibits along with coordination with the Town and CDOT Region 1 Right of Way Division.

The Project will trigger review and potential modifications to I-70's Access Control Line (ACL). Consequently, a Request to modify the ACL may be required to accommodate the modification. The ROW plan shall depict any proposed modifications to the ACL.

5.12.1 FINAL LEGAL DESCRIPTIONS AND EXHIBITS

Based on geometry provided by Theorem, 105 West will prepare legal descriptions and exhibits for property impacts (i.e. acquisitions, PEs, TEs). The legal descriptions and exhibits will be prepared per the specifications of the Town of Bennett and CDOT and suitable for recordation at the county.

5.12.2 APPRAISAL STAKING

105 West will provide temporary field staking to delineate the proposed right-of-way and easement impacts. Field personnel will use 4-foot lathe and flagging to identify the locations of the property impacts for visual purposes.

5.12.3 SUPPLEMENTAL SURVEY

105 West will provide additional field survey support for up to two days of field survey as needed to support the final design.

6.0 ADVERTISEMENT PLANS

Once comments on the FOR deliverables are received, the design team will address all comments that were provided and deliver the design documents to be advertised for bid.

Theorem and its subconsultants shall revise the plans and specifications resulting from the comments provided in response to the FOR submittal and meeting. Plans and specifications including quantities shall be completed to provide a complete set for project advertisement. A record set shall be provided to the City of Littleton containing all applicable engineering stamps.

7.0 QUALITY CONTROL

The full plans and specifications shall be reviewed internally at every milestone prior to providing them to the Town of Bennett for their review. Theorem will internally review, coordinate with the designers on any questions, and verify the comments were appropriately addresses once the designers have reviewed and responded to the comments.

8.0 ADVERTISEMENT

Theorem and its subconsultants shall revise the plans and specifications resulting from the comments provided in response to the FOR submittal and meeting. Plans and specifications including quantities shall be completed to provide a complete set for project advertisement. A record set shall be provided to the City of Littleton containing all applicable engineering stamps.

9.0 DELIVERABLES

The following lists the deliverables included with this scope:

- Plans
- Title Sheet
- Index of Sheets
- Standard Plans List
- General Notes
- Typical Sections
- Summary of Approximate Quantities
- Tabulations
- Survey Tabulation
- Survey Control Diagram
- Geometric Control
- Removal and Reset Plans
- Trail Plan and Profile
- Miscellaneous Details
- Signing and Striping Plans
- Maintenance of Traffic Plans
- Wall Plans
- Drainage Plans and Profiles
- Drainage Details
- Stormwater Management Plans
- Utility Plans
- Cross Sections
- Construction Specifications and Special Provisions
- Construction Cost Estimate
- Structure Selection Report – If applicable (unlikely)
- Geotechnical and Pavement Report

- Drainage Memorandum
- Structure Final Detail Letter – if applicable (unlikely)
- Utility Agreement Letters as applicable
- Easement/ROW Agreement Letters as applicable
- FHWA Clearance to bid letter
- Design exceptions letter (if applicable)

10.0 BID ASSISTANCE

Theorem will provide bid assistance during the bid phase of the project providing information and clarification of plans. Theorem will incorporate the addenda into the Issued for Construction documents.

11.0 POST DESIGN AND CONSTRUCTION SUPPORT

Theorem shall perform post design activities after the plans have been advertised. This includes support during construction for elements that are related to the design such as the review of Shop Drawings and Working Drawings and responding to RFI's. Theorem will also provide support for any questions contractors may have related to the design during advertisement.



Daymon Johnson <djohnson@bennett.co.us>

Prelim Kiowa Bennett Scope

Caroline Draper <caroline.draper@theoremdesigngroup.com>
To: Daymon Johnson <djohnson@bennett.co.us>
Cc: Dan Giroux <dangiroux@terramax.us>

Tue, Feb 6, 2024 at 10:55 AM

Hey guys – as promised.

I've attached the revised scope, and included our base number below.

Theorem		
	PM	67,680
	Roadway	163,650
	Drainage	109,720
105West (Survey/ROW)		75,000
Ironstride (Traffic)		25,000
Granite (Geotech)		4,000
Pinyon		
	Cat Ex	30,000
	SWMP	32,000
	PJMJ trapping	16,000
DHM (Landscape Architect)		41,260
Goodbee (Utility/SUE)		148,000
Clanton (Lighting)		25,500
	TOTAL	737,810

This:

- *assumes no structural, or that any potential structure aligns with CDOT standards
- *assumes SH79 crossing at Centennial Drive will not be re-designed significantly from CDOT concept
- *assumes trapping of mice, and nothing is found
- *no adverse affect to floodplain or historic elements

I know this is higher than we had originally anticipated. These are the initial quotes from our subs and there are still a few things we need to work out between the subs (i.e. tasks between utilities and survey).

We are also being conservative in our approach for Task Order 2, since the scope is still undefined. It's likely that Clanton's work will disappear altogether (the lighting), and there are a few things we cast large nets just in case. I believe that the utilities are coming in especially high, so I'll work with Goodbee to get that number down.

There also was quite a bit of scope added for the ambiguity of Task Order 2, so once we parse out what tasks we are actually doing for Segment 2 and 3 we'll be able to be more precise in our estimate.

Let me know if you'd like to discuss – I can set up a teams meeting this afternoon if you want to chat through this at all and where some of the numbers are coming from.

[Quoted text hidden]

 **2024-01-09 Kiowa Bennett Scope - Large Envelope.pdf**
179K

Suggested Motion

I move to authorize the Mayor and the Town Bennett to enter into a standard Town contract agreement with Theorem Design Group, Inc. in an amount not to exceed \$737,810.00 for the compilation of the Kiowa Bennett TIP Trail design project.

EXECUTIVE SESSION SCRIPT

(Note: Two-thirds of the quorum present must vote yes; the session may only occur at a regular or special meeting of the Board)

I MOVE TO GO INTO EXECUTIVE SESSION:

For the purpose of conferencing with an attorney to receive legal advice on a specific legal question and determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(b)(e); Negotiations and specific legal questions related to police services for the Town of Bennett.

BEGIN THE EXECUTIVE SESSION:

It's February 27, 2024, and the time is _____. For the record, I am the presiding officer, Mayor Royce D. Pindell. As required by the Open Meetings Law, this executive session is being electronically recorded.

Also present at this executive session are the following persons:

As a reminder, everyone participating in the executive session has a duty to maintain the confidentiality and privacy of this executive session.

ANNOUNCEMENT NO. 1

This is an executive session for the following purpose:

For the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e); Discussion of invoice received from Adams County law enforcement.

I caution each participant to confine all discussion to the stated purpose of the executive session, and that no formal action may occur in the executive session.

If at any point in the executive session any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.

ANNOUNCEMENT NO. 2

ANNOUNCEMENT TO BE MADE BY THE PRESIDING OFFICER
BEFORE CONCLUDING THE EXECUTIVE SESSION
(WHILE THE TAPE RECORDER IS STILL ON)

I hereby attest that this recording reflects the actual contents of the discussion at the executive session and has been made in lieu of any written minutes to satisfy the recording requirements of the Open Meetings Law.

The recording will be retained for a 90-day period.

The time is now _____, and we now conclude the executive session and return to the open meeting.

(turn off tape and return to open meeting)

ANNOUNCEMENT NO. 3

STATEMENT TO BE MADE BY THE PRESIDING OFFICER
UPON RETURNING TO THE OPEN MEETING

The time is now _____, and the executive session has been concluded. The participants in the executive session were:

For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.

Seeing none, the next agenda item is...