REQUEST FOR PROPOSALS

The Pueblo West Metropolitan District ("District") is requesting written proposals from qualified Engineering Consultants to perform the necessary tasks to prepare detailed construction plans, specifications, and cost estimate(s) for three (3) High Risk Rural Road (HRRR) Grant roadway improvement projects more fully described in Section I – Scope of Services.

This project is Federally funded. The design and construction will have to follow all Colorado Department of Transportation and Federal Rules for design and construction. All proposers shall be pre-qualified with the Colorado Department of Transportation (CDOT).

The contract goal for DBE participation in this Contract has yet to be determined. However, the DBE goal is expected to be as follows:

- Professional Services Consultants and/or Subconsultants: 0%-10%

Four (4) copies of the proposals will be required. The proposals shall be retained by the District and cannot be returned. In addition to the four (4) hard copies, one (1) electronic copy of the proposal shall be submitted on compact disc (CD) or USB drive in a clearly marked package referencing “RFP-2018-PW002 – Professional Services for Roadway Improvement Projects” and delivered as follows.

Proposals will be accepted at the Administrative Offices, 109 E. Industrial Blvd, Pueblo West, CO 81007, until 2:00 p.m. (MST), May 16, 2018, ATTN: Purchasing Department. Late proposals will not be accepted.

Sealed Proposals shall consist of the following identification on the outer packaging:

RFP-2018-PW-002
PROFESSIONAL SERVICES FOR
HRRR GRANT ROADWAY IMPROVEMENT PROJECTS

The opening will not be public. Offerors will be notified of the status of their Proposal submittal.

Pre-Proposal Conference
A pre-proposal conference is scheduled for 1:00 p.m. on May 2, 2018 in the Conference Room, located in the Administrative Offices, 109 E. Industrial Blvd, Pueblo West, Colorado.

The purpose of the pre-proposal conference is to provide assistance to interested consultants in the interpretation of the Request for Proposal (RFP), Scope of Services, Sample Contract, and other technical and contractual matters. Attendance at the pre-proposal conference is not mandatory, but is highly recommended.
Tentative RFP Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 16, 2018</td>
<td>RFP Posted</td>
</tr>
<tr>
<td>May 2, 2018</td>
<td>Pre-proposal conference at 1:00 p.m.</td>
</tr>
<tr>
<td>May 9, 2018</td>
<td>Deadline for receipt of written questions, 5:00 p.m.</td>
</tr>
<tr>
<td>May 16, 2018</td>
<td>Proposals due to the Administrative Offices, 2:00 p.m., Bid Opening</td>
</tr>
<tr>
<td>May 21, 2018 – May 31, 2018</td>
<td>Short list / Selection of top-ranked consultant</td>
</tr>
<tr>
<td>May 21, 2018 – May 31, 2018</td>
<td>CDOT concurrence of consultant selection</td>
</tr>
<tr>
<td>June 12, 2018</td>
<td>Board Approval obtained</td>
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</table>

Selection Process

In general, the contract terms and conditions will be negotiated upon selection of the winning bidder by the District and CDOT. All contractual terms and conditions will be subject to review by the District and CDOT's legal departments and any contract must include the Project's scope, budget, schedule, parties duties and responsibilities and all other items as deemed necessary by the District and or CDOT.

This RFP is being solicited under a multi-step procurement procedure consisting of three phases. The first step requires all consultants to submit proposals addressing those items cited in Section II, Proposal Submittal Requirements, of this RFP. Proposals will be evaluated and ranked based on the evaluation criteria outlined in Section III, Evaluation Criteria, to select, if required, a short list of consultants for further evaluation. Only those consultants who are placed on the short list based on the evaluation criteria will be considered during the second phase.

In the final phase, negotiations will be held with the consultant ranked the highest by the evaluation committee on the basis of the written proposal and interview, if conducted. The District and the top-ranked consultant will then negotiate the details of the final contract, and Board approval of the award will be requested. Upon Board approval, the contract will be signed and work may begin. Should the District be unable to reach an agreement with the top-ranked consultant, negotiations will commence with the next-ranked consultant. This process will continue until a satisfactory contract is negotiated, or the District exercises its right to reject all proposals.

Proposals will be considered only from consultants or individuals who are firmly established in an appropriate business, who are financially responsible, and who have the resources and ability to offer services in a professional and expedient manner. The District may request additional information as deemed necessary. Failure to provide such information may result in the proposal being considered non-responsive.

The District reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept the proposals deemed most advantageous and in the best interests of the District.
Licenses
The successful consultant, without additional expense to the District, shall be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, and municipal laws, codes and regulations in connection with the prosecution of the services. The successful consultant and any sub consultants, if applicable, will be required to obtain all necessary business licenses. The successful consultant shall provide the business license number(s) to Joshua Johnson, Procurement Analyst, within thirty (30) days of contract award.

Addenda to the RFP
The District reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of proposals. Addenda will be posted on the Rocky Mountain E-Purchasing System web site as soon as available and shall be the responsibility of the consultant to obtain all addenda. Consultants registered for the paid notification service on the Rocky Mountain E-Purchasing System shall be notified of addenda either by fax or by email depending on the service that they have subscribed to. It shall be the responsibility of consultants registered for the no charge, no notification service on the Rocky Mountain E-Purchasing System to monitor the Rocky Mountain E-Purchasing System for any addenda. If revisions are of such magnitude to warrant, in the District’s opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

Questions
Written questions regarding this RFP shall be submitted by e-mail to Bradley A. Curtis, PE, LEED AP, Director of Public Works, no later than May 9, 2018 at 5:00 p.m., at bcurtis@pwmd-co.us.

The District may not respond to questions submitted after the date and time noted above.

CONTACTS DURING THE SOLICITATION PROCESS
ANY QUESTIONS, COMMENTS, OR OTHER COMMUNICATIONS SHALL BE DIRECTED ONLY TO BRADLEY CURTIS. NO OTHER CONTACT SHALL BE MADE REGARDING THIS RFP WITH ANY OTHER DISTRICT STAFF, BOARD MEMBERS, AGENTS, CONSULTANTS, ETC. DURING THE RFP PROCESS. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN THE OFFENDING CONSULTANT BEING REMOVED FROM CONSIDERATION.

Consultant Acceptance of the RFP
By submitting a proposal in response to this RFP, the consultant accepts all of the conditions described in this RFP, including the Professional Services Agreement and agrees to abide by all final decisions made by the District.

PUEBLO WEST METROPOLITAN DISTRICT

Bradley A Curtis, PE, LEED AP
Director of Public Works
719-547-5061

Attachments:  
Section I  Scope of Services  
Section II  Proposal Submittal Requirements  
Section III  Evaluation Criteria  
Section IV  Special Conditions  
Section V  Sample Professional Services Agreement  
Section VI  W-9 Request for Tax Payer Identification  
Section VII  Attachments Required By CDOT  
Exhibits A-C  Concept Maps
SECTION I

SCOPE OF SERVICES

PROFESSIONAL SERVICES FOR HRRR GRANT ROADWAY IMPROVEMENT PROJECTS

**Project Description:**

1. **Background:**

   The District is a 48-square mile rural community with a population of approximately 30,000 and approximately 400 miles of roadways situated only a couple miles west of the City of Pueblo within unincorporated Pueblo County, immediately north of Pueblo Reservoir. Through an Intergovernmental Agreement (IGA) with Pueblo County, the District generally has authority and responsibilities related to the roads within the District boundaries.

   Three (3) separate HRRR Grants were awarded to the District in 2017. In general, they are to address traffic flow, safety and congestion as the community continues to grow. Various residents, officials and emergency responders have communicated their safety concerns and the District has prepared preliminary efforts on roadway geometry modifications that can minimize the current issues. The three (3) projects are as follows:

   **A. Capistrano Ave Turn Lanes – CDOT Project # M087-010 (22355)**

   a) The High School drive will be widened to allow for additional right turn lanes for approximately 250 feet. This will allow exiting right turning vehicles, who are currently being unduly constrained because of left turning vehicles long wait for gaps in Capistrano traffic, to enter the roadway easily and safely because they only have to yield to vehicles approaching from their left.

   b) Additionally, on Capistrano Ave. both a right turn deceleration lane and a center left turn lane will be constructed to this driveway.

   c) These improvements will eliminate the problem of queued vehicles sitting in a through traffic lane waiting to make a left turn. These improvements will come close to eliminating the rear end near-miss problem.

   **B. Platteville Blvd Turn Lanes – CDOT Project #M087-011 (22356)**

   a) A dedicated “free-flow” right turn lane for north bound traffic would be constructed. Vehicles would then flow around a “pork chop” type island into an eastbound right turn acceleration lane until they can merge with eastbound through traffic.

   b) These improvements will eliminate the problem of near misses because of queued vehicle lengths, impeded school busses and emergency vehicle delays.

   **C. Spaulding Ave Roundabout – CDOT Project #M087-012 (22357)**

   a) The project consists of a 3-legged roundabout to be constructed at the intersection of Spaulding Ave/Capistrano Blvd. The Colorado Department of Transportation allowed Pueblo West and Pueblo County to use HES funding to construct its first roundabout in Pueblo West in 2015 at the intersection of Platteville and Purcell. Pueblo West citizens are now comfortable with roundabout operations and we have experienced a significant accident reduction as a result of the roundabout installation.

   b) These improvements will eliminate the problem of near misses because of queued vehicle lengths, impeded school busses and emergency vehicle delays.
1.1. Pueblo West prefers the above scope items to be completed prior to October 2018 and will score proposals accordingly. Timing of milestones in the contract will be based on the selected consultant’s proposed timeline.

1.2. Selected consultant may be expected to meet with District’s Board of Directors prior to commencing services to present the consultants’ methodologies, benchmark selections, and overall process; as well as the Boards’ goals and possible alternative implementation timelines.

2. **Scope of Work:**

   The District is seeking professional services for the planning, preparation, and conduct of activities to provide high quality plans, specifications, service and management for the road improvements projects. The goal of the final plan packages are to create a quality and professional bid package, inclusive of all elements required for bidding and construction through the Colorado Department of Transportation design, bidding and construction processes.

   Each project will require the similar elements, which will be required to be tracked separately in order to meet the requirements of the HRRR Grant procedures, policies and reporting requirements. However, the intent of selecting one professional consultant is to be able to provide greater effectiveness and effectiveness by consolidating similar efforts required to successfully complete the three (3) projects.

   All Project costs must be itemized to include an explanation of all fees and costs. This project is Federally funded. The design and construction will have to follow all Federal Rules for design and construction.

   The following tasks, for each project, include:

   **2.1 Project Management**
   - 2.1.1 Review of existing conditions and general information to familiarize project team with the total scope of work.
   - 2.1.2 Development of general information prior to field work being conducted to assure general knowledge of possible concerns, roadblocks and submittal requirements.
   - 2.1.3 Technical memorandum outlining the final project scope and deliverables.
   - 2.1.4 Quality Assurance to assure that the projects being submitted for staff and agency have been reviewed thoroughly to reduce time delays caused by extensive and unnecessary errors.
   - 2.1.5 Obtain CDOT clearances for design, ROW, environmental and utilities and secure CDOT concurrence to advertise.
   - 2.1.6 Coordination and communication with District staff and other agencies.

   **2.2 Site Survey/Geotechnical/Analysis**
   - 2.2.1 Confirm limits of work to be required for the project;
   - 2.2.2 Coordination and timely production of a geotechnical study as required for the proper design of the project;
   - 2.2.3 Coordination and timely production of site survey, horizontal controls, etc as required for proper design and construction of the project;
   - 2.2.4 Technical memorandum to confirm the design/layout recommendations for each project to reduce the existing safety issues.

   **2.3 Project Deliverables:**
   - 2.3.1 **General:** Database information, mapping, electronic files, and reports to be delivered to the District at the completion of the project.
   - 2.3.2 **Construction Documents and Specifications:** Shall generally conform to CDOT Design Standards including but not limited to:
     a) Survey/Horizontal Controls
     b) Material List
     c) Applicable Plans and Elevations
d) Traffic Control Plan
e) Details
f) Special Provisions
g) Project Special Provisions

2.3.3 **Construction Cost Estimate:** Information shall utilize current cost data from local, regional projects of similar scope.

2.4 **Base Proposal.** Includes all requirements of this RFP, including, but not limited to, the following for each of the three (3) projects:

2.4.1 Project Management;
2.4.2 Site Survey;
2.4.3 Geotechnical Study/Report;
2.4.4 Site Analysis;
2.4.5 Project Deliverables;
2.4.6 Applicable Reimbursement Costs

2.5 **Additional Data.** Consultant can propose data items in addition to pavement condition that it feels better meet the needs of the District’s Public Works department based on a benefit / cost of data coverages compared to effort of data maintenance. At a minimum, the following additional informational shall be provided:

**SECTION II**

**PROPOSAL SUBMITTAL REQUIREMENTS**

This RFP sets forth the requirements for an open and competitive process and is governed by the procedures and standards required by CDOT, the Colorado Revised Statues and the Pueblo West Metropolitan District Procurement policies. All proposals must be signed by an official agent or representative of the Consultant submitting the proposal.

If a Consultant submitting a proposal must outsource any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced work. Any proposals which call for outsourcing work must include the entities name, telephone number and current address and a detailed description of the work being outsourced.

Contract terms and conditions will be negotiated upon selection of the winning bidder by the District and CDOT. All contractual terms and conditions will be subject to review by the District and CDOT's legal departments and any contract must include the Project's scope, budget, schedule, parties duties and responsibilities and all other items as deemed necessary by the District and or CDOT.

Public Works staff available to assist the selected consultant is limited; the proposals submitted should not anticipate extensive staff assistance during the project. Proposals should be limited to a maximum of 20 pages and a cover letter, excluding attachments. The 20 pages shall include the following information, clearly tabbed for easy identification:

1. **Introductory Requirements**
   1.1. **Transmittal Letter**
   Proposal must have a transmittal letter signed by an authorized representative of the consultant's company confirming the consultant's availability to accomplish this project and a commitment to complete the project in a timely manner.

   1.2. **Request for Proposal Terms and Conditions**
   Please indicate that consultant has read, understood and accepted each Section of this RFP. If consultant does not agree with any portion of the RFP or this Section II, please provide a description of any disagreements (attach additional pages if required).
2. General Information:
   2.1. Provide the following company information
      2.1.1. Firm Name
      2.1.2. Business Address
      2.1.3. Primary Contact Name, Telephone Number and Email Address
      2.1.4. Year Established
      2.1.5. Type of Ownership

   2.2. Experience
      2.2.1. The Engineer qualification information shall include:

               a. Professional resume stating qualifications to provide the services described herein. Include number of years in business, number of licensed engineers and number of support employees, location of office providing services to the Pueblo West Metro District for this project, names of principals or employees who will complete the services. Provide resumes of all professional engineering personnel assigned to the project. Proposed sub-consultants to be used for this contract must be listed and must provide the information addressed above.

               b. Experience as a construction/field professional engineer on similar projects. Include project name, owner, location of project, budgeted cost and cost at completion, and design merits that responded to program and budget requirements.

               c. Experience working with the Counties, Metropolitan Districts and/or rural communities within the past 5 years.

               d. Experience working with Colorado Department of Transportation, Region 2, and grants within the past 5 years.

3. Relevant References
   A Minimum of three references must be provided, identifying each client, a contact person, the client's mailing and email addresses and telephone number for similar projects completed by the personnel proposed for this project.

4. Project Approach, Schedule and Presentations
   4.1. Provide narrative detailing the consultant’s philosophy and approach to complete the project as described in the RFP.
   4.2. Provide any additional analysis or approaches you deem to be necessary or appropriate.
   4.3. Provide an overall project schedule, including the timing of major work tasks, milestone deliverables, and progress or draft reports.
   4.4. Describe your ability to prepare and present design documents and recommendations to staff.
   4.5. Describe milestone deliverables anticipated for a successful project.

5. Staff Resumes Assigned to Project
   Provide summary biographies of individual(s) who would be providing services. For each individual, describe their proposed role (including proposed time commitments) and list their relevant experience. Include only personnel that would play a significant role and identify the principal contact. Individual resumes do not count against the 15-page total for the proposal.

6. Project pricing and expenses
   Proposed pricing and anticipated expenses are required when the initial proposal is submitted. Pricing will be a factor in consultant selection. Information requested will include, but not be limited to the following:

   - Proposed number of onsite meetings with staff;
   - Tasks & sub-tasks;
   - Personnel with titles and hourly rates on the top row;
   - Total hours per each sub-task for each identified personnel;
• Total direct labor costs estimated to complete each sub-task;
• Other direct and or indirect costs.
• Break out costs of construction/field inspections and engineering as well as project management costs.

7. Identify any and all sub consultants to be utilized during the course of this study and what their role will entail. Include resumes and firm qualifications as appropriate.

8. Required Attachments

• No additional attachments are required for this proposal.

9. Confirmation that the consultant can comply with the insurance requirements established in Attachment 4 to the Sample Professional Services Agreement (Section V of this RFP)
SECTION III

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

☐ Please check the box if submittal is complete

The short-list, as applicable, is based on the following evaluation factors:

<table>
<thead>
<tr>
<th>Evaluation Factors</th>
<th>Max. Points</th>
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<tbody>
<tr>
<td>Qualifications</td>
<td>30 points</td>
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<tr>
<td>Approach to the Work</td>
<td>25 points</td>
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<tr>
<td>Ability to furnish professional services</td>
<td>25 points</td>
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<tr>
<td>Anticipated design concepts</td>
<td>10 points</td>
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<tr>
<td>Alternative methods of approach for furnishing professional services</td>
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Evaluation factors for final selection:

<table>
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<th>Evaluation Factors</th>
<th>Points</th>
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<tr>
<td>Abilities of personnel</td>
<td>15</td>
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<tr>
<td>Past performance</td>
<td>15</td>
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<tr>
<td>Willingness to meet the time and budget requirement</td>
<td>20</td>
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<tr>
<td>Location</td>
<td>10</td>
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<tr>
<td>Current and projected workload</td>
<td>15</td>
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<tr>
<td>Volume of previously awarded contracts</td>
<td>10</td>
</tr>
<tr>
<td>Involvement of minority consultants</td>
<td>15</td>
</tr>
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</table>

SECTION IV

SPECIAL CONDITIONS

CONSULTANT RESPONSIBILITY FOR PROPOSAL COSTS
The District is not liable for any costs incurred by any consultant associated with the preparation of a proposal, the negotiation of a contract, or for services prior to the award of the Agreement.

Selected consultants may be asked to present their proposals and/or to demonstrate ability to provide products or services to the District's representatives in Pueblo West or at another mutually agreeable location. The consultants shall bear all costs of such presentations.

PROPOSALS BINDING UPON CONSULTANTS
Consultants are advised that their proposals shall be binding upon the consultant for ninety (90) calendar days from the proposal due date. A consultant may withdraw or modify their proposal any time prior to the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.

SAMPLE PROFESSIONAL SERVICES AGREEMENT
Included in this package is a sample of the standard “Professional Services Agreement” used by the District. Consultants are requested to review this document and comment on any areas of objections and include in their proposals.

INSURANCE REQUIREMENTS
Attached to the sample “Professional Services Agreement” is a copy of the District's current insurance
requirements (Form 410-33). IF A CONSULTANT HAS QUESTIONS OR EXCEPTIONS TO THE INSURANCE REQUIREMENTS, THEY SHALL SUBMIT SUCH QUESTIONS OR EXCEPTIONS NO LATER THAN THE DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS. SHOULD THE DISTRICT AGREE TO MODIFY THE INSURANCE REQUIREMENTS, AN ADDENDUM WILL BE ISSUED TO FORMALLY CHANGE THE REQUIREMENTS.

INDEPENDENT CONTRACTOR
The successful consultant is an independent contractor. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS. AN INDEPENDENT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. ADDITIONALLY, IT IS UNDERSTOOD THAT THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE PUEBLO WEST METROPOLITAN DISTRICT, COLORADO.

SUBLETTING OF CONTRACT
The consulting firm will agree not to assign or sublet the whole or any part of the contract without the prior written consent of the District.

CHANGES IN SCOPE OF SERVICES
The District Project Manager will agree that any change of scope in the services to be performed after the original contract has been signed shall be documented as a written change order, be accepted by all parties, and made a part of the original contract by amendment.
SECTION V

SAMPLE

PROFESSIONAL SERVICES AGREEMENT

PUEBLO WEST METROPOLITAN DISTRICT
PUEBLO WEST, COLORADO

TITLE: ____________________________________________

FILE NO.: _______________________________________

P.O. NO.: _______________________________________

(Version PSA 05 2016)
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**Attachments**

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</tr>
<tr>
<td>Attachment 3:</td>
<td>Compensation</td>
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<td>Certificates of Insurance</td>
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</table>
AGREEMENT

This Agreement is made as of the day of , 20, by and between the Pueblo West Metropolitan District ("District"), and ("Consultant"), a Corporation with a principal place of business at .

WHEREAS, the District intends that Consultant shall perform professional services for the District; and

WHEREAS, Consultant represents that it has the present capacity, is experienced and qualified to perform professional services for the District as hereinafter provided in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations set forth herein, the Parties mutually agree as follows:

Section 1 – Scope of Work

A. Consultant agrees to provide professional services as stated in the scope of work ("Work") specified in Attachment 1, attached hereto and incorporated into this Agreement.

B. The District shall have the right to disapprove any portion of Consultant's Work on the Project which does not comply with the requirements of this Agreement. If any portion of the Work is not approved by the District, Consultant shall proceed when requested by the District with revisions to the Work to attempt to satisfy the District's objections. If said revised Work is acceptable, the District will provide prompt written approval. Correction or completion of Work which does not comply with the requirements of this Agreement shall be made without adjustments to the compensation for Consultant's services provided for hereunder unless the revisions are made to Work previously approved for previous tasks, in which case, Consultant's compensation shall be adjusted. It is the intent of the parties that Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, services or other work, without additional cost to the District. The acceptance of Consultant's services by the District shall not relieve Consultant from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Consultant's negligent acts, errors or omissions.

C. Nothing in this Agreement shall be construed as placing any obligation on the District to proceed with any tasks beyond those which have been specifically authorized in writing by the District.

D. The District may, from time to time and in conjunction with Consultant, request changes in the scope of the services of the Consultant to be performed herein. Changes may include, but not be limited to, the type and scope of services provided by Consultant and the quantity or quality of Consultant's staffing for required services. Such changes, including any increase in the amount of the Consultant's compensation, which are mutually agreed upon between the District and Consultant, shall be incorporated in written change orders, amendments or extensions to this Agreement.
Section 2 - Authority

A. ____________________________ (“Project Manager”) is the District’s Project Manager and the District’s authorized representative. The Project Manager is responsible for authorizing and approving all Work performed under this Agreement. All Work to be performed by Consultant shall be authorized in writing by the Project Manager as provided by this Agreement. All communications related to the Project shall be with the Project Manager and, in his/her absence, a person to be designated by him/her. The Project Manager is authorized to make decisions on behalf of the District related to the Work. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of Work performed by Consultant, except for approvals which are specifically identified in this Agreement as requiring the approval of the Pueblo West Metropolitan District’s Board of Directors.

B. ____________________________ (“Consultant’s Representative”) is Consultant’s representative for the Work. Consultant’s Representative shall have sufficient authority to represent and bind Consultant in those instances when such authority is necessary to carry out Consultant’s responsibilities and obligations under the terms of this Agreement.

Section 3 - Schedule

A. In performing professional services pursuant to this Agreement, Consultant acknowledges that timely completion of the Work is critical and time is of the essence. Accordingly, all services to be performed under this Agreement shall be commenced immediately upon execution of this Agreement by the parties hereto, approval by the District as required by applicable law, issuance of a Purchase Order from the District, and in accordance with the milestone schedule set forth in Attachment 2, attached hereto and incorporated into this Agreement.

B. The initial term of this Agreement shall run from the date of approval by the Board of Directors and issuance of a notice to proceed until, 20 . Subject to the availability of appropriated funds, as provided elsewhere in this Agreement, and agreement between the District and Consultant concerning additional and/or continuing Work, as reflected in additional or revised scope(s) of work, this Agreement may be extended on an annual basis by the District by a written notice to Consultant after approval by the District Council.

Section 4 - Compensation

A. The compensation to be paid Consultant under this Agreement, as provided hereinafter, is intended to cover the entire cost of the professional services under this Agreement. The initial compensation of this Agreement shall not exceed ___________ 00/100 dollars ($ ) as more fully set forth in Attachment 3, attached hereto and incorporated into this Agreement. Consultant agrees to cooperate fully with the District to keep the total compensation within this limit.

B. This Agreement is subject to annual appropriation by the PWMD Board of Directors and, in the absence of appropriated funds, the District may terminate this Agreement. The District has appropriated money for the 2016 fiscal year at least equal to the foregoing annual compensation for this work. The District may, from time to time and in its sole discretion, appropriate additional amounts to reflect extensions of this Agreement beyond the close of the 2016 fiscal year and additional and/or continuing scope(s) of work. Notwithstanding any other
In the event of a default by the District of any of its obligations under this Agreement, the Contractor shall have no recourse against any revenues of the District. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien against any revenues of the District.

D. The District shall pay Consultant in accordance with the terms of this Agreement as reflected in the Fee Schedule set forth in Attachment 3.

E. Consultant shall submit invoices to be approved by the District's Project Manager upon completion and acceptance by the District of each milestone deliverable. Upon submission of an approved Consultant invoice, in the proper form, to the District, payment shall be issued. It is to be understood and agreed that the District may require up to thirty (30) days to process payment after date of receipt of invoicing.

Section 5 - Staffing

A. The Consultant personnel listed below are essential to the proper performance of the services under this Agreement:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
</table>

The above-identified individuals are key persons and will be available to perform the Work. Consultant agrees to make key personnel available as required to perform the Work as long as such persons are employed by Consultant. Consultant shall obtain the prior written approval of the District before appointing other Consultant personnel as a substitute(s) for the above-named key personnel. The District reserves the right to reject proposed replacement personnel, or require the replacement of any Consultant personnel; however such District action shall not subject the District to any liability to Consultant nor be used by Consultant as an excuse for failure to meet the requirements of this Agreement.

B. Consultant shall insure the quality, timeliness, and continuity of services are maintained through the duration of the project. Consultant shall avoid changes to the key personnel to the extent possible.
C. Consultant shall inform the District in writing of any non-employee persons or firms it intends to hire to perform any Work required by this Agreement and shall keep the District informed of any changes or additions to this information. The District shall approve in writing any additional firms prior to commencement of Work. Consultant shall be responsible for any Work performed under this Agreement, including that portion of the Work performed by other individuals or firms. Nothing contained herein shall create any contractual relationship between any additional persons and/or firm(s) and the District.

Section 6 - Insurance

A. Consultant shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the District, as described in Attachment 4. The Consultant further agrees and understands that they are to maintain and keep in force the appropriate insurance policies throughout the term of this Agreement.

B. Consultant shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Consultant, its agents and employees. If Consultant knows of the damage Consultant shall immediately notify the District. If the District discovers the damage, District will notify Consultant immediately. Repair shall be accomplished under District direction and to District specifications so property is in as good or better condition than before damage. Consultant shall provide the District with a certificate of liability coverage in accordance per the attached form 410-33, Attachment 4.

C. The Consultant’s policy will be primary and non-contributory with respect to any and all insurance policies purchased by the additional insured.

Section 7 - The District’s Responsibilities

A. The District shall:

1. Provide necessary information to Consultant to facilitate Consultant in performing the Work;

2. Give prompt notice to Consultant whenever the District observes or otherwise becomes aware of any deficiencies or discrepancies in the services provided;

3. Furnish, or direct Consultant to provide, at the District's expense, any necessary additional services;

4. Examine all documents submitted by Consultant, and, if requested by Consultant, provide comments and decisions in a timely manner in order to allow the Consultant's work to proceed.

B. Consultant shall not be liable for delays in performing the Work when such delays are caused by the District, the District's other Consultants, or by events which are outside of the control of the Parties and which events could not be avoided by the exercise of due care.

Section 8 - Mutual Obligations

A. This Agreement does not guarantee to Consultant any additional or future work except as expressly authorized herein.

B. This Agreement does not create or imply an exclusive agreement between Consultant and the District.
C. The services and any and all interests contemplated under this Agreement shall not be assigned or otherwise transferred except with the written consent of the District.

D. All documents of any nature prepared by Consultant in connection with the services provided by Consultant under the terms of this Agreement shall become the property of the District.

E. Consultant shall not utilize work product, data, information, results, and materials produced as part of its efforts under this Agreement for any promotional or public relations purposes whatsoever without the express, prior, written consent of the District.

Section 9 - Termination

A. Termination for Cause - In the event a material breach of this Agreement remains uncured following written notice of said breach by District, the District may immediately terminate this Agreement upon written notice specifying the effective date thereof; provided however, the District may, in its discretion and for good cause, allow Consultant to cure any breach or submit an acceptable plan to cure such breach within ten (10) days of such written notice.

B. Termination for Convenience

1. Change in District Policy. The District may terminate this Agreement at any time upon thirty (30) days’ notice specifying the date thereof, provided Consultant shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

2. The District’s total liability under this Agreement, inclusive of termination costs, shall not exceed the lesser of total amount of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.

3. Consultant shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its sub-consultants, if this Agreement is terminated for the District’s convenience; provided however, in no event shall the District’s total liability to Consultant exceed the total amount of funds which have been appropriated specifically for this agreement.

C. Effect of Termination

1. Termination Costs. After receipt of written notification that this Agreement has been terminated under this section, Consultant shall incur no further costs other than reasonable termination costs associated with current activities.

2. Ownership of Work Product. In the event of termination, all finished and unfinished Project deliverables prepared by Consultant pursuant to this Agreement shall become the sole property of the District, provided Consultant is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Consultant shall not be liable with respect to the District’s subsequent use of any incomplete work product, provided Consultant has notified the District in writing of the incomplete status of such work product.
3. District’s Right to Set-Off and other Remedies. Termination shall not relieve Consultant from liability to the District for damages sustained as the result of Consultant’s breach of this Agreement; and the District may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

4. If this Agreement terminated for cause as provided in this section and it is subsequently determined that the District’s termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

Section 10 - Miscellaneous Provisions

A. Consultant, at all times, agrees to observe all applicable Federal and State of Colorado laws, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

B. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability. Consultant:

1. Shall adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship;

2. Shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause. All solicitations and advertisements for employees placed by or on behalf of the Consultant, shall state that Consultant is an equal opportunity employer;

3. Shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Consultant, so that such provisions are binding upon each sub-consultant;

4. Shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the United States, the State of Colorado, or their respective agencies may require; and,

5. Shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, or their respective agencies may issue to implement these requirements.

C. By executing this agreement, Consultant acknowledges an understanding of and expressly agrees that all work performed under this Agreement is that of an independent contractor. An independent contractor is not a District employee and as such is not entitled to Workers’ Compensation benefits. Consultant is obligated to pay Federal and state income tax on any monies earned pursuant to the contractual relationship. It is expressly understood between the District and Consultant that Consultant, as an independent contractor, is not entitled to unemployment insurance benefits unless unemployment
compensation coverage is provided by Consultant or some entity other than the District.

D. All notices, demands, or other documents or instruments required or permitted to be served upon either Party hereto shall be in writing and shall be deemed duly served when delivered in person to an officer or partner of the Party being served, by facsimile transmission or when mailed certified or registered mail, return receipt requested, postage prepaid addressed to parties at the addresses stated below:

District: General Counsel
109 E. Industrial Blvd.
Pueblo West, Colorado 81007

Consultant Representative: __________________________
________________________
________________________

Section 11 - Examination of Records (This section applies if this Agreement exceeds $10,000.00.)

A. The Internal Auditor of the District, or a duly authorized representative from the District shall, until three (3) years after final payment under this Agreement, have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to this Agreement.

B. Consultant agrees to include in first-tier sub-consultants under this Agreement a clause to the effect that the District's Internal Auditor, or a duly authorized representative from the District shall, until three (3) years after final payment under the subcontract have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding $10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

C. The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this Agreement, or (2) costs and expenses of this Agreement to which the District, acting through its duly authorized designee, has taken exception, shall continue until such appeals, litigation, claims, or exceptions are finally resolved.
Section 12 - Illegal Alien

A. UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: Consultant shall not knowingly employ or contract with illegal aliens to perform work under this Contract. Consultant shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with illegal aliens to perform work under this Contract and (b) fails to certify to the Consultant that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. VERIFICATION REGARDING ILLEGAL ALIENS: By executing this contract, Consultant confirms the employment eligibility of all employees who are newly hired for employment to perform work for this project through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

C. LIMITATIONS: Consultant shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

D. DUTIES OF CONSULTANT: If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall be required to:

1. Notify the subcontractor and the District within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. DUTY TO COMPLY WITH STATE INVESTIGATION: Consultant shall comply with any request made by the Colorado Department of Labor or the District in the course of an investigation that the Department or the District is undertaking.

F. DAMAGES: Notwithstanding any other provisions within this contract, if the Consultant violates any of the above provisions regarding illegal aliens the District may terminate this contract for cause and the Consultant may be liable for consequential damages.

Section 13 - Indemnification

A. The Consultant shall indemnify, hold harmless and, not excluding District's right to participate, defend the District, its officials, officers, employees, volunteers and agents from and against all liabilities, actions, losses, claims, damages, costs and expenses, including without limitation reasonable attorney fees and costs, expert witness fees, arising out of or resulting in any way from the performance of Consultant's services for the District and caused by negligent acts, errors, and omissions of the Consultant or any person employed by it or anyone for whose act the Consultant is legally liable.
B. The insurance coverage specified in this Agreement constitutes the minimum requirements and these requirements do not lessen or limit the liability of Consultant hereunder. Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary under this Agreement.

C. Patents Infringement: The Consultant shall indemnify, defend and hold harmless the District Indemnities from and against all suits or actions for infringement or unauthorized use of any patent, trademark, copyright or trade secret relating to the services under this Agreement. The Consultant’s indemnity pursuant to this Section shall apply only when infringement occurs or is alleged to occur from the intended use for which the deliverable material was provided by the Consultant pursuant to this Agreement. Consultant shall not be held liable for any suits or actions of infringement of any patent, trademark, or copyright arising out of any patented or copyrighted materials, methods, or systems specified by the District under the Agreement or Change Order or infringement resulting from unauthorized additions, changes or modifications to the deliverable material made or caused to be made by the District subsequent to delivery by the Consultant. Consultant also agrees to notify the District upon the knowledge of any potential infringement claim, so that the District may provide input on suggested solution.

D. Consultant agrees that it will contractually obligate its sub-consultants to indemnify and hold harmless the indemnitees identified in this Section to the same extent that Consultant is required to indemnify and hold harmless said indemnitees.

Section 14 – Miscellaneous

A. No Waiver of Immunities. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.

B. No Multi-Year Obligations. All financial obligations of District under this Agreement, in any calendar year, are contingent upon funds for that purpose being budgeted and appropriation by the Board of Directors for the District on or before December 31 of the prior calendar year. Failure to budget and appropriate such funds by December 31 for any subsequent calendar year shall constitute an event of non-appropriation. Notwithstanding anything to the contrary in the Agreement, in the event of non-appropriation, District or Consultant may terminate this Agreement upon thirty (30) days prior written notice given to the other party.
In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

PUEBLO WEST METROPOLITAN DISTRICT, PUEBLO WEST, COLORADO

By:________________________________________
Name:________________________________________
Title:________________________________________
Date:_______________, 20________

ATTEST:

________________________________________
District Clerk

RISK MANAGEMENT: _________________________
Risk Manager

APPROVED AS TO FORM: _______________________
General Council

CONSULTANT

By:________________________________________
(Signature)
Name:________________________________________
(Type or Print)
Title:________________________________________
Date:_______________, 20________
INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the District of all work covered by the Purchase Order or contract, the Consultant performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Consultant, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

**Commercial General Liability Insurance.** The Consultant shall maintain commercial general liability insurance covering all operations by or on behalf of the Consultant on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The District, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:
- $1,000,000 each occurrence
- $2,000,000 general aggregate

**Commercial Automobile Liability Insurance.** The Consultant shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of $1,000,000 combined single limit each accident, naming the District as an Additional Insured.

**Workers’ Compensation and Employers Liability Insurance.** The Consultant shall maintain Worker’s Compensation Insurance with limits in accordance with the provisions of the Workers’ Compensation Act, as amended, by the State of Colorado. Additionally, the Consultant shall maintain Employers Liability Insurance with minimum limits of: $100,000 bodily injury for each accident, $100,000 bodily injury by disease each employee and $100,000 bodily injury disease aggregate.

**Limits of Insurance.** The total limits of general or automobile liability and excess liability insurance set forth above may be provided to the District using a combination of primary and excess liability insurance.

**Additional Insured and Waiver of Subrogation.** The Consultant shall name the District, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability and Excess Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

**Certificates of Insurance.** Upon the execution of this Agreement, the Consultant shall provide certificates of insurance to the District demonstrating that at the minimum coverages required herein are in effect. Consultant agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without Thirty (30) days prior written notice to the District. All certificates of insurance must be kept in force throughout the duration of the services. If any of Vendor’s or Contractor’s or its subcontractor’s coverage is renewed at any time prior to completion of the services, the Consultant shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the District within five (5) days of the expiration date of any previously delivered certificate.
The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Consultant shall provide copies of insurance policies to the District Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the District in response to the particular circumstances giving rise to the contract. The **Vendor's or Contractor's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the additional insured.**

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the contract shall also be protected by a Professional Liability Insurance policy as set forth below:

**Professional Liability Insurance.** The Consultant shall maintain professional liability insurance with minimum limits of Two Million Dollars ($2,000,000), covering those claims which arise out of the negligent acts or omissions of the Consultant, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Consultant’s Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.
SECTION VI

W-9

REQUEST FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION

The link to the W-9 form is https://www.irs.gov/uac/About-Form-W9
SECTION VII

ADDENDUM A: FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 49 Code of Federal Regulations, Part 18, except to the extent that other applicable federal requirements (including the provisions of 23 CFR Parts 172 or 633 or 635) are more specific than provisions of Part 18 and therefore supersede such Part 18 provisions. The requirements of 49 CFR 18 include, without limitation:

1. the Local Agency/Contractor shall follow applicable procurement procedures, as required by section 18.36(d);
2. the Local Agency/Contractor shall request and obtain prior CDOT approval of changes to any subcontracts in the manner, and to the extent required by, applicable provisions of section 18.30;
3. the Local Agency/Contractor shall comply with section 18.37 concerning any subgrants;
4. to expedite any CDOT approval, the Local Agency/Contractor's attorney, or other authorized representative, shall also submit a letter to CDOT certifying Local Agency/Contractor compliance with section 18.30 change order procedures, and with 18.36(d) procurement procedures, and with 18.37 subgrant procedures, as applicable;
5. the Local Agency/Contractor shall incorporate the specific contract provisions described in 18.36(i) (which are also deemed incorporated herein) into any subcontract(s) for such services as terms and conditions of those subcontracts.

B. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees).


D. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

E. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).


G. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
H. Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

I. The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

J. 42 USC 6101 et seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 C.F.R. Part 80 et. seq.. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds;


L. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of this contract.)

M. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).


P. 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".


S. Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.
Nondiscrimination Provisions:
In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

A. Compliance with Regulations. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

D. Information and Reports. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or;

2. Cancellation, termination or suspension of the contract, in whole or in part.

F. Incorporation of Provisions. The Contractor will include the provisions of paragraphs A through F in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.
Certification for Federal-Aid Contracts

The contractor certifies, by signing this contract, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agree by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Required by 23 CFR 635.112
ATTENTION CONSULTANTS - NOTICE

In February, 1999 the U.S. Department of Transportation (USDOT) revised its Title 49, Code of Federal Regulations, Parts 23 and 26, concerning its continuing requirement that all States implement a Disadvantaged Business Enterprise (DBE) Program for all federally-funded contracts. That federal requirement applies to all section 24-30-1401, C.R.S., federally-funded professional services consultant agreements executed by CDOT.

In response to that federal regulation, in June, 2001 the Colorado Transportation Commission adopted Resolution No. 966. Among other things, Resolution No. 966 established a new DBE goal setting process for professional services consultant contracts, in order to more narrowly tailor CDOT’s DBE program to conform with the results of the 2000 Statewide Disparity Study. That Disparity Study found that all DBEs will be considered to be UDBEs.

Accordingly, CDOT will now set individual project goals on consultant contracts for all UDBE professional services consultants/subconsultants, based upon the type of work included in each project and the availability of UDBEs capable of performing such work. CDOT will use a consultant’s proposed use of UDBE participation in the project work as an evaluation criterion in the selection of a consultant for the project.

Project specific DBE goals will be set by the appropriate Regional EEO Representative or Headquarters DBE Program Manager, using a process similar to the one currently used to establish DBE goals for UDBEs on highway construction projects.

As a result, all CDOT professional services projects advertised after June, 2001 shall contain individual project UDBE goals conforming to Resolution No. 966, and each selected consultant shall be required by CDOT’s project contract to provide the UDBE participation contained in its proposal. Please refer to the section in the Statement of Interest package that describes the new DBE goals and requirements.
DISADVANTAGED BUSINESS ENTERPRISE
DEFINITIONS AND REQUIREMENTS

1. Definitions and Procedures - For this project, the following terms are defined:

A. Disadvantaged Business Enterprise (UDBE). A small business concern that is certified as being:

1. At least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. “Socially and Economically Disadvantaged individuals” means those individuals who are citizens or lawfully admitted permanent residents of the United States and who are:

   (a) Minorities or individuals found by the Small Business Administration pursuant to Section 8(a) of the Small Business Act to be disadvantaged.

   (b) Individuals found by the Office of Certification at the Department of Regulatory Agencies to be socially and economically disadvantaged.

B. UDBE Joint Venture. An association of two or more businesses formed to carry out a single business enterprise for profit for which purposes they combine their property, capital, efforts, skills and knowledge. UDBE joint ventures must be certified as a joint venture. The UDBE percentage of the joint venture will be determined at the time of certification.

C. Underutilized UDBE (UDBE). A firm which meets the definition of Underutilized Disadvantaged Business Enterprise (UDBE) based on the findings and recommendations of CDOT’s Disparity Study concerning consultants on CDOT projects and is eligible to meet the contract goal as defined in the paragraph titled “Contract Goal.” The Colorado Transportation Commission adopted Resolution No. 966 and set a 10.93% overall annual goal for the remainder of FFY 2001 and for FFY 2002.

D. Contract Goal. The goal for UDBE participation that the Department determines should appropriately be met by the selected consultant, based on the type of work included in each project and the availability of UDBEs capable of performing such work. The Contract goal will be the percentage stated in the invitation for consultant services and in the project documents.

E. Certification as a UDBE by the Department

1. Any small business may apply to the Department of Regulatory Agencies (DORA) for status as a UDBE. Application shall be made on forms provided by the DORA for certification of UDBEs. However, only work contracted or subcontracted to UDBEs that also qualify as UDBEs and independently Performed by UDBEs shall be considered toward contract goals as established elsewhere in these specifications.

2. It shall be the UDBE applicant’s responsibility to submit applications so that the DORA has sufficient time to render decisions. The DORA will review applications in a timely manner but is not committed to render decisions about a firm’s UDBE status within any given period of time.

3. The Department will prepare, publish or make available from time to time a list of UDBE contractors, consultants, vendors and suppliers for the purpose of providing a
reference source to assist any consultant in identifying UDBEs and UDBEs. Consultants will be solely responsible for verifying the Certification of UDBEs they intend to use prior to submitting a Statement of Interest (SOI.) The Business Programs Office in the Center for Equal Opportunity will maintain a current list of eligible UDBEs. The UDBE list is also available at: http://www.dot.state.co.us/business/design/consultantmg/

2. Selection of UDBEs by Consultant:

   A. Consultants shall exercise their own judgments in selecting any sub consultant to perform any portion of the work.

3. Requirements

   A. The use of UDBEs is an evaluation factor for consultant selection under Section 24-30-1403 (2) CRS. All Consultants shall submit with their proposals a list of the names of their UDBE subconsultants to meet the contract goal.

   B. If the Consultant proposes to voluntarily use any non-UDBEs on the project, the Consultant shall also submit the names of those UDBEs. However, the non-UDBEs will not be used to meet the UDBE goal for the project.

   C. Evaluation points will be awarded for UDBE participation during the Statement of Interest (SOI) scoring. A maximum of 5 evaluation points will be awarded for UDBE participation during the SOI scoring. If the consultant doesn’t submit sufficient UDBE participation to meet the project goal, they may be awarded from 0 to 4 points, based on the amount of UDBE participation they submit.

   D. The selected consultant must use the UDBE firms named (if any) in the Statement of Interest for the items of work described. The replacement of a named UDBE firm will be allowed only as provided for in (6) of the UDBE Definitions and Requirements. Failure to comply may constitute grounds for default and termination of the Contract.

   E. Consultant’s UDBE Obligation.

      1. The Consultant submitting a Statement of Interest and a Work Plan on consultant projects advertised by the Department agrees to ensure that UDBEs, as defined in this special provision, have the maximum opportunity to participate in the performance of contracts or subcontracts. The prime Consultant shall not discriminate on the basis of race, color, national origin, or sex in the selection and bidding process or the performance of contracts.

      2. To ensure that UDBEs are offered maximum opportunity to participate in the performance of contracts, it is the responsibility of the prime Consultant to offer and to provide assistance to UDBEs related to the UDBE performance of the subcontract. However, the UDBE must independently perform a commercially useful function on the project, as described in F(4) below.

   F. Counting UDBE Participation Toward Goals

      1. Once a firm has been certified as a UDBE, the total dollar amount of the contract awarded to the firm shall be counted toward the contract goal as explained below, and as modified for the project in the project special provisions titled “Contract Goal.”

      2. The actual dollar total of a proposed subcontract, supply or service contract with any UDBE firm shall be reported to the Department in the Consultant’s Cost Proposal.
3. The eligibility of a proposed UDBE subconsultant will be finally established based on the firm’s status at the time the contract is signed. If a firm becomes certified as a UDBE during performance under a fully executed contract with CDOT but prior to the UDBE performing any work, then 100% of the work performed by the firm under that contract may be claimed as eligible work. No work performed by a UDBE firm can be counted toward UDBE participation prior to the firm receiving certification as a UDBE.

4. The Consultant may count toward its contract goal only that percentage of expenditures to UDBEs which independently perform a commercially useful function in the work of a contract. A UDBE is considered to be performing a commercially useful function by actually performing, managing, and supervising the work involved. To determine whether a UDBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, work performed solely by the UDBE, industry practices, and other relevant factors.

5. A UDBE may enter into subcontracts consistent with normal industry practices. If a UDBE subcontracts over 51% of the work of the Contract the UDBE shall be presumed not to be performing a commercially useful function. The UDBE may present evidence to rebut this presumption to the Department.

6. The Consultant may count toward its contract goal the percentage of expenditures for materials and supplies obtained from UDBE suppliers (regular dealers) and manufacturers specifically for use on the project, provided that the UDBEs assume the actual and contractual responsibility for and actually provide the materials and supplies.

   a. The Consultant may count 100 percent of its expenditures to an UDBE manufacturer if the purchased items are to be used on the project. A UDBE manufacturer is a certified firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.

   b. The Consultant may count 60 percent of its expenditures to UDBE suppliers that are not manufacturers, provided that the UDBE supplier performs a commercially useful function in the supply process. A supplier is a certified firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required to be performed by the UDBE supplier is bought, kept in stock, and regularly sold to the public in the usual course of business. To be a supplier the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A supplier in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or suppliers within the meaning of this section.

   c. The Consultant may count toward its UDBE goal the following expenditures to UDBE firms that are not manufacturers or suppliers:

      1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

      2. The fees charged for delivery of materials and supplies required to a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a supplier of the materials and supplies, provided that the fee is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Determination of goal achievement

To determine the goals achieved under this Contract, the UDBE participation shall be divided by the original prime Contract amount and multiplied by 100 to determine the percentage of performance. The Consultant shall maintain records of payment that show amounts paid to all UDBEs and UDBEs. Upon completion of the project, the Consultant shall submit a list of all UDBEs (both UDBEs and other UDBEs) that participated in this Contract, the subcontract tier number of each, and the dollar amount paid to each. The Consultant shall certify the amount paid, which may be audited by the Department. When the participation by UDBEs is less than the Consultant committed to the Department, the Consultant shall submit a statement to CDOT that indicates the amount of participation and gives reasons why it was different from the Consultant’s commitment.

5. Replacement of UDBEs used to meet the contract goal

A. Based upon a showing of good cause the Consultant may request that a UDBE named in the Consultant’s Statement of Interest be replaced with another UDBE pursuant to the terms and conditions of this special provision. Replacements will be allowed only with prior written approval of the Department.

B. If a replacement is to be requested prior to the time that the named UDBE has begun to effectively prosecute the work under a fully executed subcontract, the Consultant shall furnish to the Department the following:

1. Written permission of the named UDBE. Written permission may be waived only if such permission cannot be obtained for reasons beyond the control of the Consultant.

2. A full written disclosure of the circumstances making it impossible for the Consultant to comply with the condition of award.

3. Documentation of the Consultant’s assistance to the UDBE named in the Consultant’s Statement of Interest.

4. Copies of any pertinent correspondence and documented verbal communications between the Consultant and the named UDBE.

5. Documentation of the Good Faith Efforts in finding a replacement UDBE and the results of the efforts. It is within the control of the Consultant to locate, prior to award, UDBEs that offer reasonable prices and that could reasonably be expected to perform the work. For this reason, increased cost shall not, by itself, be considered sufficient reason for not providing an in-kind replacement.

C. In the event a UDBE begins to prosecute the work and is unable to satisfactorily complete performance of the work, the Consultant shall furnish to the Department the following:

1. Documentation that the subject UDBE did not perform in a satisfactory manner.

2. Documentation of the Consultant’s assistance to the UDBE prior to finding the UDBE in default.

3. A copy of the certified letter finding the UDBE to be in default or a letter from the UDBE stating that it cannot complete the work and it is turning the work back to the Consultant.

4. Copy of the contract between the Consultant and the UDBE, plus any modifications thereto.
6. Sanctions

A. It is the obligation of the Consultant to provide UDBE firms with the maximum opportunity to participate in the performance of the work.

B. It is the responsibility of UDBE firms to perform their work in a responsible manner fully consistent with the intent of the UDBE program, and in substantial compliance with the terms and conditions of these UDBE definitions and requirements.

C. UDBE firms which fail to perform a commercially useful function as described in subsection 4(E) of these UDBE definitions and requirements or operate in a manner which is not consistent with the intent of the UDBE program may be subject to revocation of certification.

D. A finding by the Department that the Consultant has failed to comply with the terms and conditions of these UDBE definitions and requirements may constitute sufficient grounds for default and termination Contract.
QUESTION #1
Section I.2.5 is not clear. Can you please clarify intent?

RESPONSE #1:
Section I.2.5 is revised to the following:

2.5 **Additional Data.** Respondent may propose items in addition to the Base Proposal that it feels better meets the needs of the District's Public Works Department and may provide additional benefits to the overall cost, schedule, etc of the project. At a minimum, the following additional informational shall be provided:
   a. Hourly rates for unforeseen change orders, etc during the Construction of projects, which may not be able to be accurately performed by District staff.

QUESTION #2
Is the District also seeking proposals for professional Construction Management and/or Inspection Services in support of these projects?

RESPONSE #2:
See Question/Response #1. In general, Construction Management and Inspections will be performed by in-house District staff.

QUESTION #3
Do you have good turning movement counts at the intersections – AM, noon, Peak, School Peak hour? It will be a critical component for the roundabout design.

RESPONSE #3:
District staff will collect data for School AM (6a-8a), School Lunch (1130a-1p), School PM (3p-6p). Data will be provided in ½ hour increments. Data will be distributed via Addendum no later than May 4, 2018.

QUESTION #4
There is no mention of ROW acquisition in the RFP and it doesn’t appear that any would be necessary for the Capistrano Avenue or Platteville Boulevard turn lanes. However, it seems highly likely that some ROW acquisition would be necessary to construct the Spaulding Avenue roundabout. Will the Metro District be responsible for the ROW acquisition and the processes involved, or is that an additional service that the designer would need to provide?
REPONSE #4:
Design considerations should utilize existing right of way. However, if it is later determined, additional right of way may be required, the District will coordinate for additional efforts. In general, the adjacent properties are owned by the District, so access easement may be utilized in lieu of right of way modifications. Respondent may add optional items in its proposal as per Section I.2.5.

QUESTION #5
There is not any mention of an environmental analysis to obtain clearance from CDOT. However, with a Federally funded project, this is typically required. Will the Metro District be responsible for the environmental analysis and obtaining clearance from CDOT, or is that being handled separately.

RESPONSE #5:
Per the RFP, Section I.2.1, CDOT clearances are required by the Bidder. However, these improvements are already within existing rights of way, so detailed environmental analysis are not typical, nor expected. Proposer may add optional items in its proposal as per Section I.2.5.

This Addendum to the above referenced project shall become a part of the Request For Proposal, and shall be binding in all respects, as applicable.

The bidders shall include acknowledgement of this Addendum with the RFP submission.

The undersigned bidder acknowledges receipt of this Addendum No. One.

Received by:__________________________________________________________

Firm Name:__________________________________________________________

Address:____________________________________________________________

Date:_______________________________________________________________

Phone:______________________________________________________________

END OF ADDENDUM
QUESTION #1
Will projects require stormwater quality and MS4 Permit requirements?

RESPONSE #1:
All projects require erosion and sediment control (stormwater quality) and the District already maintains, enforces and manages its own MS4 Permit. The requirements for Stormwater Construction Permit(s), based on the scope of the proposed individual projects and understanding of the existing site conditions, doesn't appear to exceed 1 acre of disturbance per project site. However, if the proposer feels it is necessary to meet the requirements of the Scope of Work and broken out as required per Section II.6 – Project pricing and expenses.

This Addendum to the above referenced project shall become a part of the Request For Proposal, and shall be binding in all respects, as applicable.

The bidders shall include acknowledgement of this Addendum with the RFP submission.

The undersigned bidder acknowledges receipt of this Addendum No. Two.

Received by: _____________________________________________________________

Firm Name: ____________________________________________________________

Address: ______________________________________________________________

Date: __________________________________________________________________

Phone: __________________________________________________________________

END OF ADDENDUM
CLARIFICATION #1:

Section II.6 – Project pricing and expenses are NOT a factor in consultant selection. Project pricing and expenses will be utilized in budget determinations and as baseline for final negotiations.

Proposal Submittal Requirements in Section II.6 shall omit Costs/Fees/Rates. However, Task, subtasks, meetings, etc shall be included.

Proposer shall provide one (1) copy of the Project Pricing and Expenses in a SEPARATE SEALED Envelope that matches proposed tasks, subtasks, meetings, etc including pricing, rates, fees and expenses. This SEALED information will only be utilized for basis of negotiation purposes after selection of a consultant.

This Addendum to the above referenced project shall become a part of the Request For Proposal, and shall be binding in all respects, as applicable.

The bidders shall include acknowledgement of this Addendum with the RFP submission.

The undersigned bidder acknowledges receipt of this Addendum No. Three.

Received by:_____________________________________________________________

Firm Name:____________________________________________________________

Address:_______________________________________________________________

Date:_______________________________________________________________

Phone:______________________________________________________________

END OF ADDENDUM
QUESTION #1: Are traffic counts be provided for Platteville/McCulloch intersection in addition to Spaulding?
RESPONSE #1: Yes. District is expected to provide in Addendum No. Five by Monday, May 7th.

QUESTION #2: Section II Introduction says that 20 pages is our limit; however, Section II #5 states that 15 pages is our limit. Also, Section II, #8 says there are no required attachments. Please clarify.
RESPONSE #2: 20 pages. Section II, #8 shall be revised to Resumes and Addendum Acknowledgement(s), Confirmation of Insurance are required as Attachments. Other items considered as attachments, include, but not limited to, and are not required, are Optional Services not described in the RFP, etc.

QUESTION #3: Section II, Subsection 6. Project Pricing and Expenses states pricing and anticipated expenses are required when the initial proposal is submitted. Pricing will be a factor in consultant selection. But, the Evaluation Criteria does not indicate that pricing is a criteria or factor. Please clarify if pricing is being requested, and if so, how will the pricing be submitted.
RESPONSE #3: Refer to Addendum Three.

QUESTION #4: Section I, Subsection 2.4.6 indicates that Applicable Reimbursement Costs is part of Base Proposal requirements.
RESPONSE #4: Refer to Addendum Three

QUESTION #5: Is there a planned Budget for the project(s)?
RESPONSE #5: Yes. Capistrano - $380,000; Spaulding - $263,700; Spaulding Roundabout $600,000. Please note, this includes design and construction. In addition, for the roundabout, the grant is only for $500,000; the remaining $100,000 would be wholly the Districts responsibility.

QUESTION #6: Is CDOT and Region 2 and grant experience required?
RESPONSE #6: Not necessarily. Intent is to provide relevant experience with the type of work requested and knowledge of working with grants and various agencies.
QUESTION #7: Do you anticipate pavement testing of the existing roadway?

RESPONSE #7: As per Section I – 2.2.3, geotechnical study is required for proper design of the project.

QUESTION #8: Will you provide a copy of Pueblo West’s MS4 Permit?

RESPONSE #8: The selected consultant may be provided the MS4 Permit, if needed. However, the MS4 Permit is not relevant to the scope of this project. As mentioned in prior Addenda, considerations should be made for Construction Activity Permits.

QUESTION #9: Are permanent post-construction best management (BMPs) required?

RESPONSE #9: It depends on consultants recommended design and construction of the projects. Understanding of site conditions and possible limits of work should be considered in your proposal.

QUESTION #10: Section II #2.2 requests resumes of all personnel who will complete the services. Section II #5 also asks for resumes and says they will not be included in the page count. Please confirm the preferred location for resumes and whether or not they are part of our total page count.

RESPONSE #10: Section II, #2.2 and Section II, #5 are correct. They are required and since not part of the page count, they are permitted to be included in Attachments.

QUESTION #11: There is an evaluation criterion under Section III that mentions “involvement of minority consultants”, but this phrase is not mentioned anywhere else in the RFP. Is this a general expectation when working with Pueblo West? Do you have guidelines for this requirement?

RESPONSE #11: It is identified on cover page related to contract goal for DBE. Currently, CDOT has not defined what the goal is, however based on typical grants of this nature, it can be expected to not exceed 10%. However, similar projects in the region have seen the final determination to be as low as 0%.

QUESTION #12: Can you clarify the October 2018 deadline? Is this full completion of the project, including concurrence from CDOT to issue for construction?

RESPONSE #12: Intent of October 2018 is to be substantially complete so that construction estimates may be budgeted for 2019. The District desires full completion and concurrence by end of 2018.
QUESTION #13: Is construction expected to extend into the PWHS parking lot?
RESPONSE #13: No. Work shall be within existing public rights of way.

QUESTION #14: Is the work expected to be bid out to one construction contractor?
RESPONSE #14: Undetermined. Each project operates under its own grant, so will need to be tracked separately, similar to Design efforts. Also, construction schedules may vary as well.

This Addendum to the above referenced project shall become a part of the Request For Proposal, and shall be binding in all respects, as applicable.

The bidders shall include acknowledgement of this Addendum with the RFP submission.

The undersigned bidder acknowledges receipt of this Addendum No. Four.

Received by:__________________________________________________________
Firm Name:__________________________________________________________
Address:____________________________________________________________
Date:______________________________________________________________
Phone:______________________________________________________________

END OF ADDENDUM
PUEBLO WEST METROPOLITAN DISTRICT

ADDENDUM NO. FIVE

PROFESSIONAL SERVICES FOR
HRRR GRANT ROADWAY IMPROVEMENT PROJECTS
2018

MAY 9, 2018

FOLLOWUP #1: Traffic counts, performed by District staff, are attached. 6 pages for Capistrano/Spaulding, 4 pages for McCulloch/Platteville.

This Addendum to the above referenced project shall become a part of the Request For Proposal, and shall be binding in all respects, as applicable.

The bidders shall include acknowledgement of this Addendum with the RFP submission.

The undersigned bidder acknowledges receipt of this Addendum No. Five.

Received by:_________________________________________________________________

Firm Name:_________________________________________________________________

Address:_________________________________________________________________

Date:_________________________________________________________________

Phone:_________________________________________________________________

END OF ADDENDUM
Date: 4/25/2018  Project: Traffic Counts  Drawn by: CLS  Comments:

PG. 2

W. Capistrano Ave, at W. Spaulding Ave. S.
Date: 4/24/2018  Project: Traffic Counts  Drawn by: CLS
Comments:
PG, 4
W. Capistrano Ave. at W. Spaulding Ave. S.