355 FOURTH STREET
BENNETT, COLORADO
80102-7806
(303) 644-3249
(303) 644-4125 – FAX

Town of Bennett

REQUEST FOR PROPOSALS

COVER SHEET

Date:
Proposal Number: RFP 15-0009
Proposal / Bid Title: **Town of Bennett Street Project - Geotechnical Engineering**
Proposals Will Be Received Until: Friday, December 4, 2015, 4:00 p.m., Local Time
Bennett Public Works, 365 Palmer Avenue, Bennett, CO 80102
Goods or Services to Be Delivered to or Performed At: **Town of Bennett, Colorado**
For Additional Information Please Contact: Daymon Johnson, Public Works Director
(303) 644-3249
djohnson@bennett.co.us

Documents Included in This Package:
Request for Proposals Cover Sheet
Invitation for Consultant Services
Key Event Schedule
Notice to Consultants
Special Terms and Conditions
Preparation Instruction for Consultants
Agreement for Services
Substitute Form W-9

If any of the documents listed above are missing from this package, they may be picked up at Bennett Public Works, 365 Palmer Avenue, Bennett, Colorado 80102. If you require additional information, call Daymon Johnson at (303) 644-3249.

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____

Address: _____ City/State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone: _____

Authorized Representative's Signature: _____ Phone: _____

Printed Name: _____ Title: _____ Date: _____

Email Address: _____

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Town of Bennett

REQUEST FOR PROPOSALS

GENERAL TERMS AND CONDITIONS

I APPLICABILITY

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to provide Geotechnical Engineering and Materials Testing professional and technical services. This document sets forth general information and requirements for persons and firms ("Contractors") interested in submitting "Proposals" in response to this Request for Proposals ("Solicitation").

II CONTENTS OF PROPOSAL

A GENERAL CONDITIONS. Contractors are required to submit their Proposals in accordance with the following express conditions:

1 Contractors shall make all investigations necessary to thoroughly inform themselves regarding the conditions of the Town of Bennett Street Project. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the town or the compensation to the Contractor.

2 Contractors are advised that all Town contracts are subject to all legal requirements contained in the Town's Purchasing Policies and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.

3 All Proposals and other materials submitted in response to this Solicitation shall become the property of the Town upon receipt and will not be returned to the Contractor. Selection or rejection will not affect this right. Information that is considered proprietary should be clearly marked as such and will be handled in accordance with applicable federal and state laws. Neither cost information nor any response in total will be considered proprietary, and Contractors should assume that all portions of their response other than proprietary information will be public records.

4 The provisions herein are solely for the fiscal responsibility of the Town and confer no rights, duties or entitlements to Contractors.

5 This Solicitation is not an offer to contract.

B CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

1 Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the technical specifications outlined in this Solicitation, the technical specifications then the Special Terms and Conditions will prevail.

2 If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Contractor must submit a **written request** for clarification to the Town at 365 Palmer Avenue, Bennett, CO 80102. The Contractor submitting the request shall be responsible for ensuring that the request is received by the Town at least three calendar days prior to the scheduled deadline for submission of Proposals.

Any official interpretation of this Solicitation must be made by an agent of the Town who is authorized to act on behalf of the Town. The Town shall not be responsible for interpretations offered by employees of the Town who are not agents of the Town. Daymon Johnson is the exclusive Agent of the Town for this Project.

The Town shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be mailed or distributed via facsimile transmission to each Contractor receiving the Solicitation. The Contractor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Proposal. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C PRICES CONTAINED IN PROPOSAL – DISCOUNTS, TAXES, COLLUSION

1 Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Contractors are encouraged to provide their prompt payment terms in the space provided on the Solicitation's Specification and Pricing Form. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the Town receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

2 Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be made available to the selected contractor.

3 The Contractor, by affixing its signature to this Solicitation, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the Town's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

III PREPARATION AND SUBMISSION OF PROPOSAL

A PREPARATION

1 The Proposal must be typed. All corrections made by the Contractor must be initialed **in blue ink** by the authorized agent of the Contractor.

2 Proposals must contain, **in blue ink**, a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Proposals. If the Contractor's authorized**

agent fails to sign and return the original cover page of the Solicitation, its Proposal may be invalid and may not be considered.

3 Unit prices shall be provided by the Contractor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

4 The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that the Offers are due. Changes made to the Proposal prior to the date and time that the Offers are due shall be made in accordance with Provision IV(A) of this document.

B SUBMISSION

1 The Proposal shall be sealed in an envelope with the Contractor's name and the solicitation number on the outside. The Town's Specification and Pricing form, which is attached to this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the Town. No other form shall be accepted.)

2 Proposals submitted via facsimile machines will not be accepted.

3 Contractors, which qualify their Proposals by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Proposals. The Town reserves the right to declare Contractors' Proposals as non-responsive if any of these alternate terms and conditions are in conflict with the Town's terms and conditions, or if they are not in the best interests of the Town.

An ORIGINAL and THREE (3) copies of each Proposal must be received before the due date and time as specified in this Proposal. Failure to submit the required number of copies may deem the Contractor non-responsive. The Contractor is responsible for addressing the envelope as indicated below. Address the envelope as follows:

Town of Bennett Public Works
365 Palmer Avenue
Bennett, CO 80102

ATTN: Daymon Johnson
Public Works Director
RFP: 15-009

C LATE PROPOSALS. Proposals received after December 4, 2015, 4:00 p.m., shall be considered non-responsive and will be returned unopened to the Contractor.

IV MODIFICATION OR WITHDRAWAL OF PROPOSALS

A MODIFICATIONS TO PROPOSALS. Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to December 4, 2015, 4:00 p.m. Each permissible modification submitted to the Town must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the Town will be considered the valid modification.

B WITHDRAWAL OF PROPOSALS

1 Proposals may be withdrawn prior to December 4, 2015, 4:00 p.m. Such requests must be made in writing on company letterhead.

2 Proposals may not be withdrawn after December 4, 2015, 4:00 p.m., for a period of ninety (90) calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the Town may, at its option, suspend the Contractor from the Bidder list and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

V REJECTION OF PROPOSALS

A REJECTION OF PROPOSALS. The Town may, at its sole and absolute discretion:

1 Accept or Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;

2 Re-advertise this Solicitation;

3 Postpone or cancel the process;

4 Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or

5 Determine the criteria and process whereby Proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the Town.

B REJECTION OF A PARTICULAR PROPOSAL. Examples of the reasons for which the Town may reject a Proposal, include, but are not limited to the following:

1 The Contractor misstates or conceals any material fact in its Proposal;

2 The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;

3 The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;

4 The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in conjunction with the Solicitation's Special Terms and Conditions and/or technical specifications; or

5 The Proposal has not been executed by the Contractor through an authorized signature on the Specification's Cover Sheet.

C ELIMINATION FROM CONSIDERATION

1 A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town.

2 A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal

government, for a minimum period of three years after this previous contract was terminated for cause.

VI AWARD OF SOLICITATION

The Town shall award the Solicitation to the successful Contractor through the issuance of a Notice of Award. The General Terms and Conditions, the Special Terms and Conditions, any technical specifications, the Proposal, and the Purchase Order or Notice of Award are collectively an integral part of any agreement between the Town and the successful Contractor. Accordingly, these documents shall be incorporated into a separate contract for services. No services shall be provided until the contract for services has been signed by the Town and no products shall be provided until the Purchase Order has been signed by the Contractor.

VII INSURANCE REQUIREMENTS UPON AWARD OF CONTRACT

A Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to secure liability insurance or by reason of its failure to secure insurance in sufficient amounts of sufficient durations, or sufficient types to cover such liability.

1 Consultant shall at its own expense be required to keep in full force and effect during the term of this Agreement automobile liability and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by the laws of the State of Colorado (currently $25,000 per person/$50,000 per accident bodily injury and $15,000 per accident property damage).

2 Consultant's automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. Consultant shall be solely responsible for any deductible losses under the required policies.

3 Certificates of insurance shall be provided by Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

B The policies required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

C The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name the Town, and its elected officials, officers, employees and agents as additional insureds. When Worker's Compensation and Professional Liability are required a certificate should be provided as evidence of such coverage. The policies shall provide that the Town will receive notice no less than 30 days prior to cancellation, termination or a material change to the policies.

D The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

E Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which Town may immediately terminate this Agreement, or at its discretion, Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Town shall be repaid by Contractor to Town upon demand, or Town may offset the cost of the premiums against any monies due to Contractor from Town.

F The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G INSURANCE CERTIFICATES

1 The Contractor shall, prior to commencing services, deliver to the Town Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

2 These certificates will serve as an indication to the Town that the Contractor has acquired all necessary insurance; however, the Town may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

3 Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by Town prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

4 Worker's Compensation Insurance. Consultant shall at its own expense keep in full force and effect during the term of this Agreement Statutory Worker's Compensation Insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance under this contract. Evidence of qualified exemption or self-insured status may be substituted

VIII ADDITIONAL CONTRACTUAL OBLIGATIONS

Contracts executed pursuant to this Proposal will include, but not be limited to the following provisions:

A LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS. Successful Contractors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).

B DISPOSITION. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the Town.

C EMPLOYEES. All employees of the Contractor shall be considered to be, at all times, employees of the Contractor, under its sole direction, and not an employee or agent of the

Town. The Town may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on Town property is not in the best interest of the Town. In accordance with the Town's policy regarding the use of tobacco products, no employee of the Contractor shall be permitted to use tobacco products when performing work on Town property.

D DELIVERY. Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the Town upon inspection and acceptance by the Town at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Contractor defaults on its contract or the contract is terminated for cause due to performance, the Town reserves the right to re-procure the materials or services from the next lowest Contractor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the Town shall charge the Contractor any difference between the Contractor's price and the price to be paid to the next lowest Contractor, as well as any costs associated with the re-solicitation effort

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

F INDEMNIFICATION. Contracts executed pursuant to this Proposal will require the selected contractor to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the contractor's performance of the contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claims to be caused by, the negligent act, omission, or other fault of the consultant or any subcontractor of the consultant, or any officer, employee, or agent of the consultant or any subcontractor, or any person for whom the consultant is responsible. The contract shall include provisions for the consultant to defend against such claims.

G TERMINATION FOR CONVENIENCE. The Contract shall provide that the Town may cancel the contract upon thirty days written notice for reason other than cause. This may include the Town's inability to continue with the contract due to the elimination or reduction of funding.

H ~~BONDS. For any contract exceeding $50,000, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations. The bonds will be required to remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the Town and executed by such sureties licensed to conduct business in Colorado that are acceptable to the Town.~~

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Town of Bennett

REQUEST FOR PROPOSALS

SPECIAL TERMS AND CONDITIONS

SCHEDULE OF ACTIVITIES: The following activities and dates are just a tentative outline of the process to be used to solicit Contractor responses and to evaluate each Proposal.

November 16, 2015	Issue Request for Proposal
None	Pre-Proposal Conference
December 1, 2015	Question Submittal Deadline
December 4, 2015	Proposal Submittal Deadline
December 7, 2015	Proposal Opening (Not Public)
December 16, 2015	Contract Award Notification
December 16, 2015	Contract Execution
February 29, 2016	Final Report Completion

COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Contractor's facility may be made prior to award of contract. Responses will only be considered from Contractors which have been engaged in the business of performing services as described in this Solicitation for a minimum period of five (5) years prior to the date of this Solicitation The Contractors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Contractor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Contractor, including past performance and experience with the Town) in making the award in the best interests of the Town.

QUALIFICATIONS OF CONTRACTOR: The Town may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Town that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

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

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

METHOD OF AWARD - SINGLE PRODUCT: Award of this contract will be made to the best responsive, responsible Contractor, whose Proposal will be most advantageous to the Town, subject to the Town's right to reject all Proposals. In addition to the Proposal fee amount, additional factors will be considered as an integral part of the bid evaluation process. The Proposal will be evaluated, and the Contract Award will be made, according to the following scoring system:

ITEM	DESCRIPTION	POINTS
1	Fee Price	10
2	Firm Project Experience - including FDR & CTS/CTB, Concrete Streets	10
3	Assigned Staff Project Experience - including FDR & CTS/CTB, Concrete Streets	10
4	Previous Town of Bennett Project Experience - Firm and/or Staff	10
5	Project Approach & Proposed Methodology	10
6	Project Timeline	10
7	Firm Project References	10
	Total	70

EQUAL OPPORTUNITY: The Town of Bennett intends and expects that the contracting processes of the Town and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract. **Joint ventures are encouraged.** The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

ADDENDUMS: Contractor is responsible for obtaining and acknowledging all subsequent addendums. Failure to submit subsequent addendum(s) shall deem the Contractor non-responsive.

COSTS INCURRED BY PROPOSER: Costs for developing a response to the Proposal, interviews, and contract negotiations are entirely the obligation of the Contractor and shall not be charged in any manner to the Town.

REQUEST FOR CLARIFICATIONS. The Town reserves the right to require clarification or further information with respect to any Proposal received, and to determine the final terms of any contract for services.

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Town of Bennett

REQUEST FOR PROPOSALS

SPECIFICATIONS

I SCOPE OF WORK

The Town of Bennett, Colorado has recieved voter approval for a one (1) percent sales tax increase to support Bond sales in the amount of $5.7 million, towards improvement of 13.2 miles of existing Town streets. The Town desires to secure the services of a qualified professional Geotechnical Engineering and Material Testing consulting firm, to lead and guide the Town in the assessment, testing, street and pavement rehabilitation and/or reconstruction design, and construction quality assurance (QA) and materials testing for this Project.

The Town is including approximately 4.4 miles of concrete streets, and 8.8 miles of asphalt-paved streets in this Project. The significant majority of the streets are local residential streets. Designated collector streets will include Palmer Avenue, First Street, Centennial Drive, Kiowa Street, and Bennett Avenue. Cross-pans and pedestrian sidewalks will also be included in the Project.

The Town will provide current and future projected traffic counts or Equivalent Axle Load (EAL) information to the Consultant for design as a part of this Project. The Town will also provide AutoCAD base mapping of the Project to the Consultant for use in the assessments and investigations, as well as the final report.

The Town anticipates that Full-Depth Reclamation (FDR) and Cement-Treated Soil (CTS) and/or Cement-Treated Base (CTB) will be significant and important components of the asphalt street rehabilitation and/or reconstruction. The proposing firm's familiarity, related experience, knowledge and comfort in working with FDR and CTS/CTB methodologies and techniques will be a very important element in the evaluation of the Proposal. These will need to be demonstrated through the firm's recent Project Experience, as well as related Project References, to be included in the Proposal.

II PROPOSAL CONTENT

- The proposal shall be subject to a 30-page limit, exclusive of Town-required / -supplied forms and documents to be included. The 30 pages shall be total proposal content (i.e., front-and-back printing would only use 15 sheets of paper), and text shall be no smaller than 11 point font, with reasonable page margins provided for reproduction of materials.

- The proposal must include fee pricing to address both the Town's concrete- as well as asphalt-paved streets, and the fee pricing for the two pavement types shall be noted SEPARATELY.

- Firms must have the demonstrated (by Project experience and references) and stated capability to provide complete and comprehensive construction materials testing services for the Project, but pricing for the construction materials testing phase of the work is not required at this time.

- Interested firms should provide at least the following information:

  - Contact information – Including location, names of the principals, officers and directors of the firm.

  - Brief statement of the firm's history, background, branch offices, staff size and makeup, customer or client types or industry segment(s), project types, and any special emphasis or expertise.

  - A statement of the availability, interest and commitment of the firm to undertake the project.

  - A timeline detailing the time frame for successful and timely completion of this project (the Town has targeted final report delivery by Monday, February 29, 2016).

  - Project Team staff resumes, including relevant related project experience.

  - List of members of the project team, detailing their roles in the project, organizational chart, specific roles and responsibility commitments,and general percent of time allocation for individuals working on this project.

  - Description of your approach to providing the proposed services, to give the Town the opportunity to understand your process and product.

  - A summary of similar recent firm Project experience, within the last five years' time.

  - Fee schedule tied to the scope of work, itemized. At a minimum, fee pricing shall be indicated for

    - field testing & assessment;

    - lab testing;

    - three two-hour Citizens Advisory Committee meetings (conducted in Bennett);

    - eight Public Works Director update meetings (conducted in Bennett, except that up to four of which may be conducted as telephone conference calls);

    - one final summary report with eight hard copies; and

    - one final summary presentation to the Public Works Director and select Town Project Team members.

  - A “Not to Exceed” (NTE) contract amount. The Contract will be executed and conducted as an hourly, time and materials assignment, with invoicing to be provided on at least (no less frequently than) a monthly basis. The NTE amount may not be exceeded without prior written authorization by Daymon Johnson, the Town Public Works Director.

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REQUEST FOR PROPOSALS

PRICING FORM

I PRICING (CONCRETE STREETS)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			Field Testing & Assessment		
2			Laboratory Testing		
3			Citizens Advisory Committee Meetings		
4			Public Works Director Update Meetings		
5			Final Report		
6			Final Presentation		
			Total		

II PRICING (ASPHALT STREETS)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			Field Testing & Assessment		
2			Laboratory Testing		
3			Cit. Adv Committee Meetings (Add'l Time)		
4			PW Director Updates (Additional Time)		
5			Final Report (Additional Time)		
6			Final Presentation (Additional Time)		
			Total		

Not to Exceed (NTE) Total:

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REQUEST FOR PROPOSALS

SUBMISSION FORM

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

Town of Bennett
365 Palmer Avenue
Bennett, CO 80102

Attn: Daymon Johnson
Public Works Director
RFP: 15-015

Does your proposal comply with all the terms and conditions? If no, indicate exceptions	YES / NO
Does your proposal meet or exceed all specifications? If no, indicate exceptions	YES / NO
State percentage of prompt payment discount, if offered	_____ %
State total bid price (include all items bid)	_____
State total bid price with discount	_____

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

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Town of Bennett

REQUEST FOR PROPOSALS

SUBSTITUTE FORM W-9

Vendor# _____

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

1 NAME OF FIRM:

_____
NAME (Legal Name)

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

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

_____
NAME (As it appears on invoice)

_____
ADDRESS

_____
CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION
(If more than one remit to address, please attach on additional page.)

_____
STREET ADDRESS

_____
CITY, STATE, ZIP

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

By fax (303) 644-4125
By mail Town of Bennett
ATTN: Rachel Summers
355 Fourth Street
Bennett, CO 80102

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____-_____-_____
OR
Federal Identification Number ___-_____

Name of Business Owner (please print) _____

Check Appropriate Box:
[ ] Corporation [ ] Partnership [ ] Government
[ ] Individual/Sole Prop [ ] Non-Profit Organization [ ] Other _____

(Must explain)

CERTIFICATION
Under penalties of perjury, I certify that:
(1) The number shown on this form is my correct Tax Identification Number, and
(2) I am not subject to backup withholding.
(3) I am a US person (including a US resident alien)

Signature_____
Date_____

Print Name_____

Telephone Number ( )_____

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

[ ] Merchandise Only
[ ] Employee expense reimbursement
[ ] Garnishment / Child Support
[ ] Damage awards & other reimb

[ ] Services
[ ] Contract Labor
[ ] Other (Explain)
[ ] Sale of Land

[ ] Attorney
[ ] Non Attorney

Approved:

_____ _____
Town Administrator Date

355 FOURTH STREET
BENNETT, COLORADO
80102-7806
(303) 644-3249
(303) 644-4125 – FAX

Town of Bennett

REQUEST FOR PROPOSALS

ADDENDUM #1

Date: November 20, 2015
Proposal Number: RFP 15-009
Proposal / Bid Title: **Town of Bennett Street Project - Geotechnical Engineering**

For Additional Information Please Contact: Daymon Johnson, Public Works Director
(303) 644-3249
djohnson@bennett.co.us

Documents Included in Addendum #1: Bennett Street Improvement Project Map Set

This Addendum supersedes previously issued "Request for Proposal" (RFP) Documents by adding to, deleting from and/or modifying them as set forth herein. To the extent any such addition, deletion or modification result in any conflict or inconsistency between the previously issued RFP Documents and this Addendum, this Addendum shall take precedence.

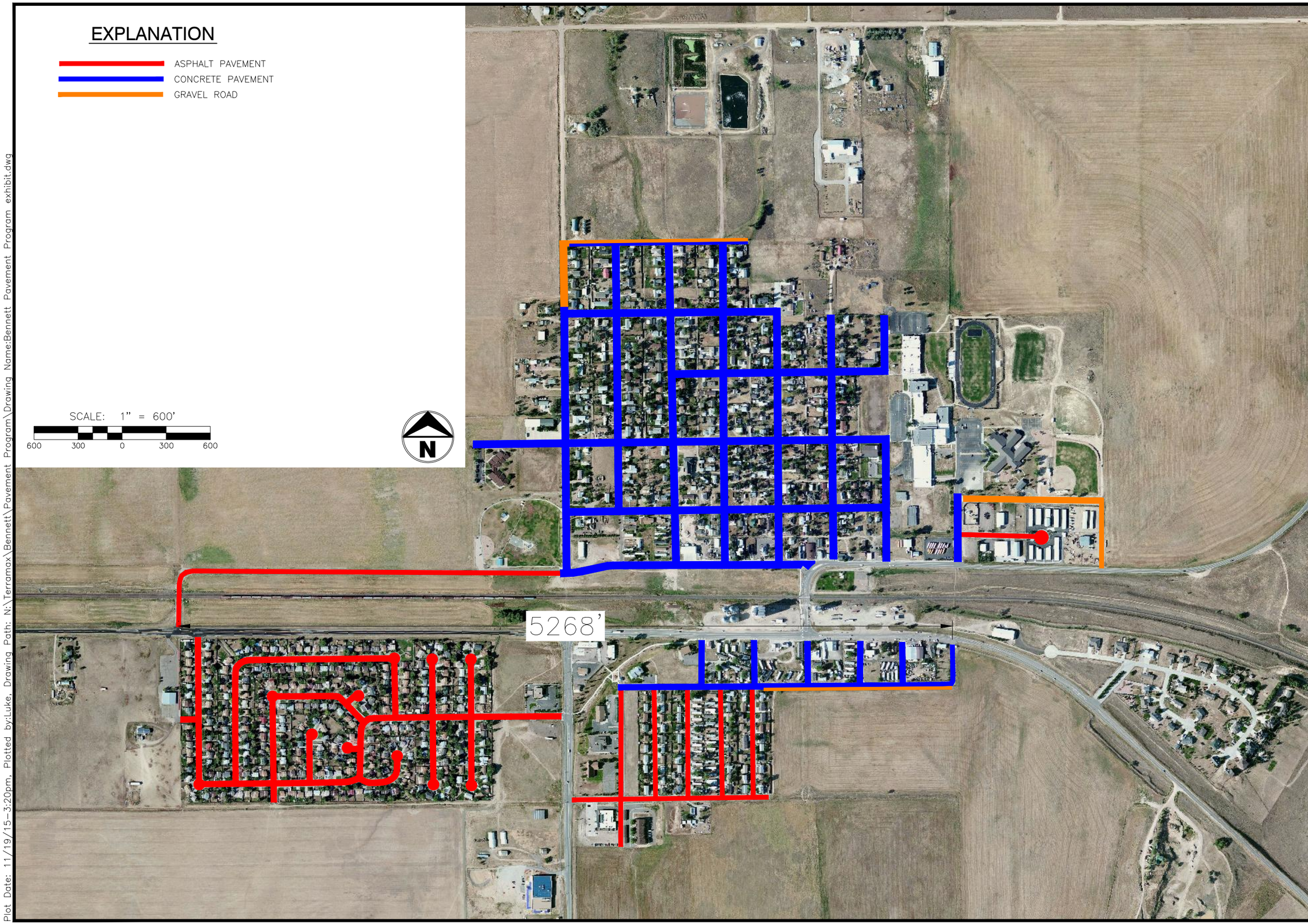
If any of the documents listed above are missing from this package, they may be picked up at Bennett Public Works, 365 Palmer Avenue, Bennett, Colorado 80102. If you require additional information, call Daymon Johnson at (303) 644-3249.

Request for Proposals, Specifications, Section I - SCOPE OF WORK is modified as follows to show increased estimated Town street lengths:

The Town of Bennett, Colorado has recieved voter approval for a one (1) percent sales tax increase to support Bond sales in the amount of $5.7 million, towards improvement of ~~13.2~~ 17.5 miles of existing Town streets. The Town desires to secure the services of a qualified professional Geotechnical Engineering and Material Testing consulting firm, to lead and guide the Town in the assessment, testing, street and pavement rehabilitation and/or reconstruction design, and construction quality assurance (QA) and materials testing for this Project.

The Town is including approximately ~~4.4~~ 5.3 miles of existing concrete streets, ~~and 8.8~~ 11.7 miles of existing asphalt-paved streets and 0.5 miles of existing gravel streets in this Project. The significant majority of the streets are local residential streets. Designated collector streets will include Palmer Avenue, First Street, Centennial Drive, Kiowa Street, ~~and~~ Bennett Avenue, and Antelope Hills Boulevard. The collector streets are shown in map exhibits for the Street Project, attached. Cross-pans and pedestrian sidewalks will also be included in the Project.

Exhibits showing the Town of Bennett Street Improvement project extents, existing pavement types and collector versus local road areas are attached, following, as a part of these Addendum #1 materials.



TERRAMAX, INC.
CONSULTING ◊ ENGINEERING
4220 Golf Vista Drive
Loveland, Colorado 80537
dangiroux@terramax.us
(303) 929-3194

TOWN of BENNETT
STREET IMPROVEMENT PROJECT
PROJECT SCOPE - PAVEMENT EXTENTS
"CORE TOWN" AREA

Project No.	725
Date	11/19/15
By	LD
Scale	1" = 600'
Sheet	1

Plot Date: 11/19/15-3:20pm, Plotted by:Luke, Drawing Path: N:\Terramax\Bennett\Pavement Program\Drawing Name:Bennett Pavement Program exhibit.dwg

EXPLANATION

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- GRAVEL ROAD

SCALE: 1" = 600'

600 300 0 300 600

N

TERRAMAX, INC.
CONSULTING ◊ ENGINEERING
4220 GOLF VISTA DRIVE
LOVELAND, COLORADO 80537
DANGIROUX@TERRAMAX.US
(303) 929-3194

TOWN of BENNETT
STREET IMPROVEMENT PROJECT
PROJECT SCOPE - PAVEMENT EXTENTS
ANTELOPE HILLS SUBDIVISION

Project No.	725
Date	11/19/15
By	LD
Scale	1" = 600'
Sheet	2

Plot Date: 11/19/15-3:20pm, Plotted by:Luke, Drawing Path: N:\Terramax\Bennett\Pavement Program\Drawing Name:Bennett Pavement Program exhibit.dwg

EXPLANATION

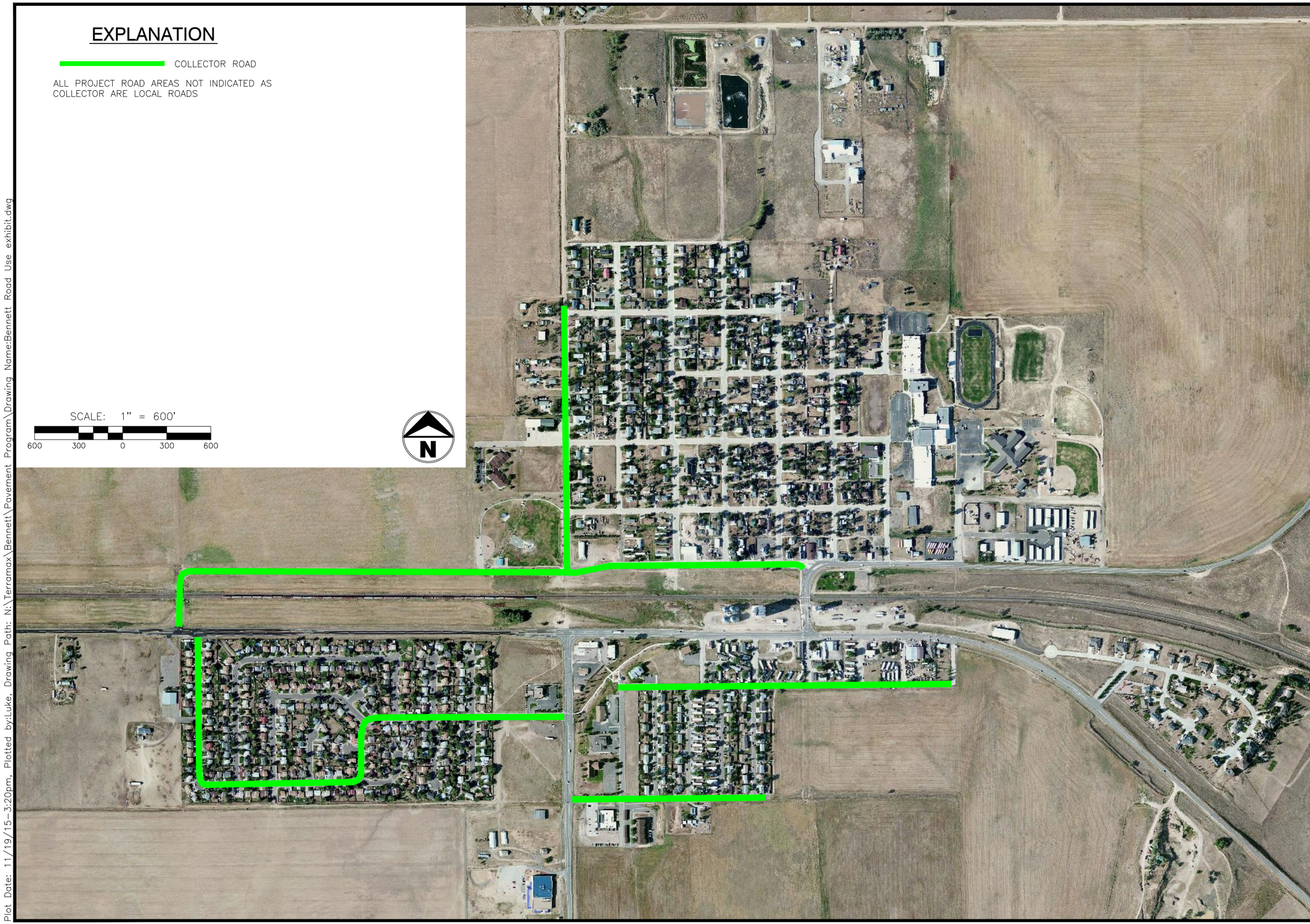
COLLECTOR ROAD

ALL PROJECT ROAD AREAS NOT INDICATED AS COLLECTOR ARE LOCAL ROADS

SCALE: 1" = 600'

600 300 0 300 600

N



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4220 Golf Vista Drive
Loveland, Colorado 80537
DANGIROUX@TERRAMAX.US
(303) 929-3194

TOWN of BENNETT
STREET IMPROVEMENT PROJECT
ROAD USE TYPE
"CORE TOWN" AREA

Project No.	725
Date	11/19/15
By	LD
Scale	1" = 600'
Sheet	3

Plot Date: 11/19/15-3:20pm, Plotted by:Luke, Drawing Path: N:\Terramax\Bennett\Pavement Program\Drawing Name:Bennett Road Use exhibit.dwg

EXPLANATION

COLLECTOR ROAD

ALL PROJECT ROAD AREAS NOT INDICATED AS COLLECTOR ARE LOCAL ROADS

SCALE: 1" = 600'

600 300 0 300 600

N

TERRAMAX, INC.
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4220 Golf Vista Drive
Loveland, Colorado 80537
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(303) 929-3194

TOWN of BENNETT
STREET IMPROVEMENT PROJECT
ROAD USE TYPE
ANTELOPE HILLS SUBDIVISION

Project No.	725
Date	11/19/15
By	LD
Scale	1" = 600'
Sheet	4

Plot Date: 11/19/15-3:20pm, Plotted by:Luke, Drawing Path: N:\Terramax\Bennett\Pavement Program\Drawing Name:Bennett Road Use exhibit.dwg

355 FOURTH STREET
BENNETT, COLORADO
80102-7806
(303) 644-3249
(303) 644-4125 – FAX

Town of Bennett

REQUEST FOR PROPOSALS

ADDENDUM #2

Date: December 2, 2015
Proposal Number: RFP 15-009
Proposal / Bid Title: **Town of Bennett Street Project - Geotechnical Engineering**

For Additional Information Please Contact: Daymon Johnson, Public Works Director
(303) 644-3249
djohnson@bennett.co.us

Documents Included in Addendum #2: This document - no additional documents

This Addendum supersedes previously issued "Request for Proposal" (RFP) Documents by adding to, deleting from and/or modifying them as set forth herein. To the extent any such addition, deletion or modification result in any conflict or inconsistency between the previously issued RFP Documents and this Addendum, this Addendum shall take precedence.

If any of the documents listed above are missing from this package, they may be picked up at Bennett Public Works, 365 Palmer Avenue, Bennett, Colorado 80102. If you require additional information, call Daymon Johnson at (303) 644-3249.

Request for Proposals, Specifications, Section VII INSURANCE REQUIREMENTS UPON AWARD OF CONTRACT is modified as follows to show revised and increased insurance limits:

VII INSURANCE REQUIREMENTS UPON AWARD OF CONTRACT

A Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to secure liability insurance or by reason of its failure to secure insurance in sufficient amounts of sufficient durations, or sufficient types to cover such liability. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

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

2. General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall include the Town of Bennett, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Bennett, its officers and its employees, and shall contain a severability of interests provision.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Bennett under this contract.

Professional Liability coverage with minimum combined single limits of TWO MILLION DOLLARS ($2,000,000) per claim and TWO MILLION DOLLARS ($2,000,000) aggregate