



Town of Bennett

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

REQUEST FOR PROPOSALS COVER SHEET

Date: Thursday, March 24, 2016
Proposal Number: RFP 16-002
Proposal / Bid Title: **Town of Bennett**

Bennett Regional Park & Open Space (BRPOS) - Trail Construction
Proposals Will Be Received Until: Thursday, April 14, 2015, 2:00 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 to Bid
General Terms and Conditions
Special Terms and Conditions
Proposal Content
Pricing Form
Submission Form
Substitute Form W-9
Sample Construction Contract
Construction Plans

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 (90) 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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REQUEST FOR PROPOSALS INVITATION TO BID

The Town of Bennett, Colorado, hereby gives notice that original sealed Bids will be received for the "Bennett Regional Park & Open Space (BRPOS) - Trail Construction" project. The project generally consists of approximately 9,800 linear feet of trail construction on the westerly 85-acres of the BRPOS property, formerly the Antelope Hills Golf Course. The trail construction will be performed utilizing non-spec roadbase milling materials provided by the Town of Bennett from their current 2016 Street Improvement Project. The materials will be stockpiled at several locations on the BRPOS property, with no road or street travel required to deliver the materials to the planned trail construction areas. The project also involves work related to the trail construction, including topsoil stockpiling and replacement, minor grading and shaping, existing roadbase cart path restoration, drainage culverts, erosion control, and reseeded of all disturbed areas. See Pricing Form for Contract Items and approximate quantities. No phone, fax or email bids will be accepted.

BID OPENING: Bids will be received until 2:00 P.M., local time, on Thursday, April 14, 2016, at the Town of Bennett Public Works Department, 365 Palmer Avenue, Bennett, Colorado 80102 and shortly thereafter the bids will be opened publicly and read aloud. Bids shall be addressed to Daymon Johnson, Public Works Director, Town of Bennett, Colorado, and shall be labeled "Bennett Regional Park & Open Space - Trail Construction".

BIDDING DOCUMENTS: The Bidding Documents are on file for inspection at Public Works, Town of Bennett, 365 Palmer Avenue, Bennett, Colorado 80102. Adobe PDF copies may be obtained via direct download from the Town of Bennett web site, RFP section <https://www.colorado.gov/pacific/townofbennett/rfprfqrfi> , and may be reproduced and distributed freely.

MANDATORY PRE-BID MEETING: A mandatory Pre-Bid Meeting will be held at 2:00 pm on Monday, April 4, 2016 at the Town of Bennett Town Hall, 355 4th Street, Bennett, Colorado 80102. **Bids will be returned un-opened if an authorized representative of the company is not present and signed in at the Pre-Bid Meeting.**

BID SECURITY: Bid Security in the amount of not less than 5% of the Bid shall accompany each Bid in accordance with the Instruction to Bidders.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall be required to furnish both a Performance Bond and Payment Bond acceptable to OWNER for 100% of the Contract Price for each of the above Bonds, in accordance with the requirements of the Contract Documents.

Published by authority of the Town of Bennett, Colorado.

Approved:

Lynette White
Town Clerk



Town of Bennett

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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 Trail Construction and all related construction work and 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 Bennett Regional Park & Open Space Trail Construction 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 & 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, c/o Public Works, located at 365 Palmer Avenue, Bennett, CO 80102. Alternatively, the Town will accept the written requests submitted via email to Daymon Johnson, Public Works Director, djohnson@bennett.co.us The Contractor submitting the request shall be responsible for ensuring that the request is received by the Town at least three (3) 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, emailed or distributed via the Town web site 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 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: 16-002

- C LATE PROPOSALS. Proposals received after April 14, 2016, 2:00 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 April 14, 2016, 2:00 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 April 14, 2016, 2:00 p.m. Such requests must be made in writing on company letterhead.
- 2 Proposals may not be withdrawn after April 14, 2016, 2:00 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 mis-states 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 (3) 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 CONTRACT FOR SERVICES

The successful Contractor will be required to sign a Construction Contract substantially similar to the contract form included as a part of this Solicitation package. The Town reserves the right to add or delete provisions to the form prior to contract execution. Contractors are required to provide any and all comments, concerns, suggested edits, and clarifying questions pertaining to the provided sample Construction Contract. The intent of this section is to expedite the negotiation time between Contractor selection and final contracting. Any objections to the legal terms and conditions of the sample contract submitted after the submission of the proposal will not be considered by the Town and may result in the rejection of the proposal. Contractors are advised to seek legal counsel prior to preparing comments pursuant to this section. The Town shall assume that the sample Construction Contract has been thoroughly reviewed and discussed with legal counsel prior to the submission of this comments list. Comments submitted in this section do not count toward the prescribed page limits.

VIII INSURANCE AND BONDING REQUIREMENTS UPON AWARD OF CONTRACT

The successful Contractor will be required to procure and maintain policies of insurance in the minimum coverages set forth in the sample Construction Contract.

The successful Contractor shall be required to 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 comply with the requirements set forth in the sample Construction Contract.



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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.

March 24, 2016	Issue Request for Proposal
April 4, 2016, 2:00 PM, Local Time	Mandatory Pre-Proposal Conference
April 8, 2016	Question Submittal Deadline
April 12, 2016	Final Addendum Issue Date
April 14, 2016, 2:00 PM, Local Time	Proposal Submittal Deadline
April 14, 2016, 2:00 PM, Local Time	Proposal Opening
April 27, 2016	Contract Award Notification
May 4, 2016	Contract Execution & Notice to Proceed
June 15, 2016	Project Substantial Completion
June 29, 2016	Project Final 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 work and services as described in this Solicitation for a minimum period of five (5) years prior to the date of this Solicitation. The Contractor 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	Proposal Price	30
2	Company Experience - <i>PTOS*</i> , plus work in existing residential neighborhoods	10
3	Assigned Staff Experience - <i>PTOS*</i> , work in existing residential neighborhoods	10
4	Previous Town of Bennett Project Experience - Company and/or Assigned Staff	5
5	Project Approach & Planning - for work in established residential neighborhood	20
6	Project Timeline - ability to meet the outlined Town schedule	15
7	Company References - comparable customers and work/projects preferred	10
	* <i>PTOS - Parks, Trails & Open Space</i>	
	Total	100

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.



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REQUEST FOR PROPOSALS PROPOSAL CONTENT

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.

I SCOPE OF WORK

The Town of Bennett, Colorado has received funding support from multiple parties towards improvement of approximately 9,700 linear feet of Open Space trail. The trail construction is laid out in accordance with information shown on the accompanying construction plan set for this Project. The Town desires to secure the services of a qualified firm to deliver the trail construction and all related construction work for this Project.

The trail construction will be performed utilizing non-spec roadbase milling materials provided by the Town of Bennett from their current 2016 Street Improvement Project. The materials will be stockpiled at several locations on the BRPOS property, with no road or street travel required to deliver the materials to the planned trail construction areas. The project also involves work related to the trail construction, including topsoil stockpiling and replacement, minor grading and shaping, existing roadbase cart path restoration, drainage culverts, erosion control, and reseeding of all disturbed areas.

The trail follows the existing roadbase golf cart path to some degree, and in these areas, will require new roadbase materials placed atop the old golf cart path to better define, stabilize, raise, and expand the path. In other areas, the trail will pioneer a new path, requiring scarifying of organics and topsoil for ensuing redistribution on disturbed areas. Golf cart path areas not used for final trail alignments may require restoration, including reshaping, discing, harrowing, soil amendments, topsoil, and reseeding.

The project is at the Bennett Regional Park & Open Space (BRPOS), the former Antelope Hills Golf Course, located within the Antelope Hills residential subdivision. The residential subdivision is made up of large, estate-sized, lots developed within the last 20 years, but with very well-established homes, landscaping, views, and personal site amenities.

The proposing firm's related experience working in similar existing residential neighborhoods, particularly with regard to access, phasing, traffic control, dust control, mud control, noise control, weed control, erosion control, and working days & hours, will be a critical 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 must include a completed Pricing Form, as included with this RFP package.
- Firms must have the demonstrated (by Project experience and references) and stated capability to provide complete and comprehensive construction services for the Project.
- 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, main 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.
 - 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 work and services, to give the Town the opportunity to understand your process. The approach in existing residential neighborhood areas will be critical to the Town's evaluation of the Proposal, and the Project's ultimate success.
 - A summary of similar recent firm Project experience, within the last five years' time.



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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: 16-002

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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REQUEST FOR PROPOSALS

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

Vendor# _____

1 NAME OF FIRM:

NAME (Legal Name)

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

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

NAME (As it appears on invoice)

ADDRESS

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

STREET ADDRESS

CITY, STATE, ZIP

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

By fax (303) 644-4125
By mail Town of Bennett
ATTN: 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:

- | | | |
|---|--|---------------------------------------|
| <input type="checkbox"/> Merchandise Only | <input type="checkbox"/> Services | <input type="checkbox"/> Attorney |
| <input type="checkbox"/> Employee expense reimbursement | <input type="checkbox"/> Contract Labor | <input type="checkbox"/> Non Attorney |
| <input type="checkbox"/> Garnishment / Child Support | <input type="checkbox"/> Other (Explain) | |
| <input type="checkbox"/> Damage awards & other reimb | <input type="checkbox"/> Sale of Land | |

Approved:

Town Administrator

Date

(SAMPLE) CONSTRUCTION CONTRACT

This Construction Contract (the "Agreement") is made and entered this _____ day of _____, 2016 by and between the Town of Bennett ("Town"), a Colorado municipal corporation whose address is 355 Fourth Street, Bennett, CO 80102, and _____ ("Contractor").

THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work - Contract Documents.

a. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the construction and completion of the work proposed to be done under this Agreement. Contractor will construct and complete the work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the Town, within the time specified herein and in strict accordance with the contract documents, including without limitation the following documents: this Agreement and any Addendum thereto; Instructions to Bidders; Bid Form; Bonds; Notice of Award; Notice to Proceed; Drawings, consisting of Town Specifications and Standards; any modifications, change orders, field orders, or other similar revisions properly authorized after the execution of this Agreement; Contractor's bid; and Colorado Department of Transportation (CDOT) Standards & Specifications. All of the said documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

b. Except for Contractor's executed set, all of the plans and the contract documents are the property of the Town. Contractor shall be provided plans, specifications, permits, and other documents and materials required to perform the work. The plans and specifications are not to be used on other work, and all sets shall be returned to the Town at the completion or cessation of the work or termination of this Agreement.

2. Description of Project - Completion. a. Contractor shall perform all of the work except as otherwise stated within this Agreement required for the following Project in the Town: Bennett Street Improvement Project - Asphalt Street Reconstruction, pursuant to the specifications stated in the Contractor's bid dated _____ ("Contractor's specifications"), and pursuant to the Town's Standards and Specifications for the Bennett Street Improvement Project - Asphalt Street Reconstruction ("Town's Standards and Specifications").

b. In case of any conflict between the Contractor's specifications and the Town's Standards and Specifications, the Town's Standards and Specifications shall control. In addition, the following "Terms and Conditions" are hereby stricken from the Contractor's specifications : _____

c. Contractor shall be responsible for providing barricading and traffic control, for insuring the safety of the public during the performance of the work, in accordance with the Manual on Uniform Traffic Control Devices and the requirements of the Town, and for maintaining access through the area in which the work is to be performed.

3. Contractor's Representations; Compliance and Licensing. In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

d. The Contractor has familiarized itself with the nature and the extent of the contract documents, work, the locality, all physical characteristics of the area, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

e. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.

f. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents and such documents are acceptable to the Contractor.

d. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any building permit fees, grading permit fees, cut fees, water tap fees, or use taxes required by the Town of Bennett.

4. Relationship of Contractor to Town. The Contractor accepts the relationship of trust and confidence established between it and the Town by this Agreement. Contractor covenants with the Town to furnish its best skill and judgment and to cooperate with the Town's Project Manager and all other persons and entities in furthering the interests of the Town. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.

5. Project and Field Manager. The Town's Project Manager for the purposes of the Work is the following or such other person as the Town may designate in writing: Daymon Johnson, Public Works Director. The Town's Field Manager for the purposes of communicating with Contractor in the field and coordinating Town efforts in the field is Daymon Johnson, Public Works Director. Change orders may only be authorized by the persons listed in Section 17.

6. Time of Commencement and Completion.

a. No Work shall be commenced until the Town has in writing instructed the Contractor to commence work ("Notice to Proceed").

g. Prompt completion of the work is essential to the Town. Time is of the essence in all respects regarding this Agreement and the work. Contractor shall carry out construction of the project with all due diligence. Subject to allowances agreed to by the Town and

Contractor for bad weather working days, substantial completion of the project shall be achieved by no later than on or before Friday, September 2, 2016. Substantial completion shall be defined as safe, successful opening of the reconstructed streets for full public traffic use. Final Project Punch List item completion for final project acceptance by the Town is required on or before Friday, September 30, 2016.

3. Price of Work. a. The Town agrees to pay, and Contractor agrees to accept, in full payment for the performance of this Agreement, an amount not to exceed \$ _____, and an amount equal to or in excess of this contract amount has been appropriated by the Town Board. Unit prices and unit costs shall not exceed those shown in Exhibit A attached hereto and incorporated herein by reference.

b. The amount set forth in Section 7.a above shall not include the following costs:

(1) _____; and

(2) the cost of the performance, payment and warranty bonds as described in Section 17.c, the cost of which bonds shall not exceed 2.5 percent of the amount set forth in Section 7.a above.

c. No change order that would cause the aggregate amount payable pursuant to this Agreement to exceed the amount set forth in Section 7.a above unless the Town Board has made a lawful appropriations to cover the cost of the additional work and such appropriations are available prior to performance of the additional work. Such additional work shall be subject to progress payments pursuant to Section 9 as if included in the original bid amount.

8. Scope of Payment. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, and incidentals necessary to complete the work and for performing all Work contemplated and embraced under this Agreement. Compensation shall also include loss or damage caused by the nature of the Work, the action of the elements, or any unforeseen difficulties which may be encountered during the prosecution of the work, for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for any infringement of patent, trademark, or copyright. Compensation shall be for completing the work according to the plans, specifications, and all contract documents. Neither the payment of any estimate or progress payment nor the payment of any retained percentage shall relieve the Contractor of any obligations to correct any defective work or material. No funds, payable under this Agreement or any part thereof, shall become due and payable, if the Town so elects, until the Contractor shall satisfy the Town that it has fully settled or paid for all materials and equipment used in or upon the work and labor done in connection therewith. The Town may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the Town may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the Town in lieu of the bond so executed by such surety.

9. Application for Progress Payment. By the ____ day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these contract documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold five percent (5%) of payments to Contractor in accordance with Article 91, Title 24, C.R.S.

10. Observation of All Laws. It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

11. Contractor's Responsibility for Work. Until the final acceptance of the Work by the Town in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by Town, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by Town, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

12. Termination of Contractor's Responsibility. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by the Town in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor's guaranty of work.

13. Indemnification. To the fullest extent permitted by law, the Contractor agrees 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 work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any

subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

14. Insurance and Bonds

a. The Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents 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.

c. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages 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 the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(1) Workers' 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 of Work under this contract. Minimum limits of Worker's Compensation Insurance shall be: (a) Each Accident \$500,000; (b) Disease Policy \$500,000; and (c) Disease Each Employee \$500,000. Evidence of qualified self-insured status may be substituted.

(2) Comprehensive 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 be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy 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 ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision.

d. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the Town, and its officers and employees, as additional insureds. 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 Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

e. Certificates of insurance shall be completed by the Contractor's insurance agent 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. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

g. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, ' 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

h. Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Project Manager, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations under the contract documents, including but not limited to the guaranty period provided in Section 17. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the contract documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as

Acceptable Reinsuring Companies” as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

15. Evidence of Satisfaction of Liens. Contractor shall provide Town with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the Town is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S. section 38-26-101 et seq.

16. Acceptance of Work. No act of the Town, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of Town. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by Town or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

17. Guaranty of Work. Contractor agrees to guarantee all Work under this Agreement for a period of one year from the date of final acceptance by the Town. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by Town, then the Contractor shall, when notified by Town, immediately place such guaranteed Work in a condition satisfactory to Town. The Town shall have all available remedies to enforce such guaranty, except that Town shall not have any work performed independently to fulfill such guaranty and require Contractor to pay Town such sums as were expended by the Town for such work, unless the Town has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

18. Timing of Change Orders. The Town shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner as the Town Board schedule permits. Contractor shall provide all supporting documentation for any requested change order prior to Town action thereon.

19. No Assignment. This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the Town.

20. Governing Law. This Agreement shall be deemed entered into in Adams County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Adams County in connection with any dispute arising out of or in any matter connected with this Agreement.

21. Independent Contractor.

a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the Town. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

b. THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE TOWN, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.

22. Force Majeure. Neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

23. Execution. The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor's behalf and has the power to bind Contractor to the terms and conditions hereof.

BY THEIR SIGNATURES, the parties agree to the terms of this Agreement this ____ day of _____, 2016.

TOWN OF BENNETT

ATTEST:

By: _____
[Name][Title]

Lynette White, Town Clerk

CONTRACTOR:

By: _____

ACKNOWLEDGEMENT (Contractor)

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn to before me this ____ day of _____, 201____.

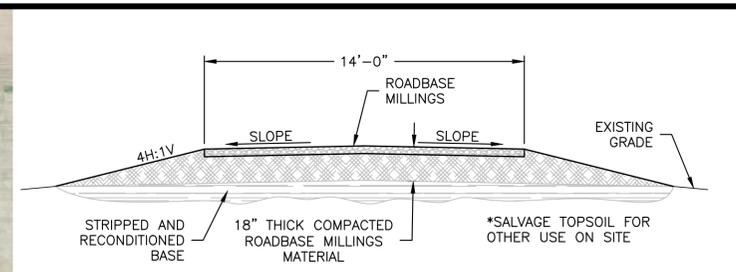
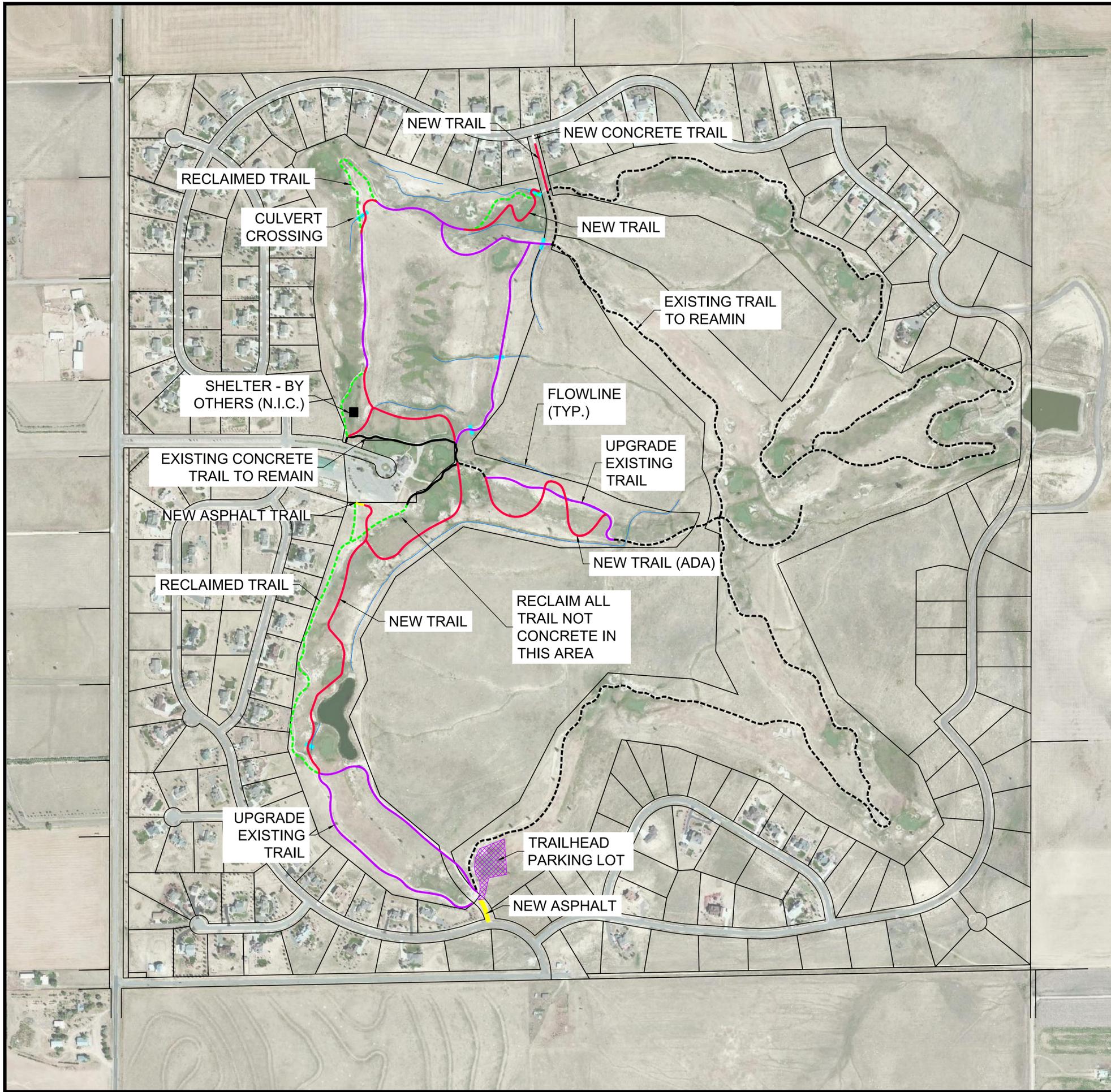
Witness my hand and official seal.

My commission expires on: _____

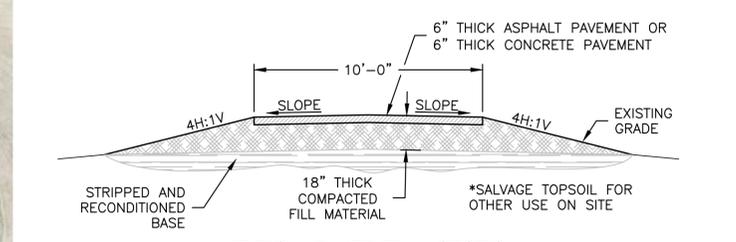
(SEAL)

Notary Public

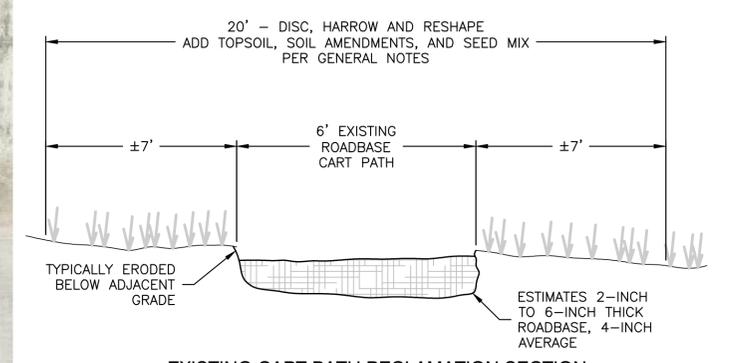
EXHIBIT A
Scope of Work



TYPICAL TRAIL CROSS-SECTION
NOT TO SCALE

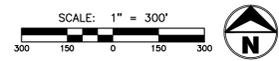


TYPICAL PAVED TRAIL SECTION
NOT TO SCALE



EXISTING CART PATH RECLAMATION SECTION
NOT TO SCALE

- LEGEND:**
- NEW TRAIL
 - NEW TRAIL - ASPHALT
 - NEW TRAIL - CONCRETE
 - - - EXISTING TRAIL TO REMAIN
 - - - EXISTING CONCRETE TRAIL TO REMAIN
 - - - EXISTING TRAIL TO BE RECLAIMED
 - - - EXISTING TRAIL TO BE UPGRADE
 - NEW CULVERT LOCATIONS



REVISIONS		DESCRIPTION
NO.	DATE	BY

Plot Date: 03/24/16 - 02:58pm; Plotted By: Luke; Drawing Path: N:\TerraMax\Bennett\Golf Course Trail\RFPA\Drawing\Name\Anchorage Hills Golf Course Trail RFP Exhibit.dwg

