



REQUEST FOR PROPOSAL

RFP

Community Development

Disaster Resiliency & Recovery Master Plan

RFP 2016 –CD-02

For

***Central City
Colorado***

PROPOSAL INSTRUCTIONS

Disaster Resiliency & Recovery Master Plan RFP 2016 –CD-2

The City of Central, Colorado is soliciting written sealed proposals from qualified firms to complete a Disaster Resiliency & Recovery Master Plan (Plan) that will address the potential for damage, access issues, equipment shortages, alternative transportation routes, and community communications needs as highlighted in both the 2013 floods and a later hillside collapse that isolated the community. This plan will add disaster resiliency components to the City's update to their Comprehensive Plan, as stated in this Request for Proposal.

The Plan will focus on the potential for fire and other hazards but incorporate other disaster scenarios (landslide, avalanche, severe storm, etc.) into the project. This Plan will shape how the city will prepare for and respond to a range of emergencies including processes for intergovernmental coordination across all scenarios.

The Plan is expected to use as a resource, the information found in **Planning for Hazards: Land Use Solutions for Colorado** found at: <http://planningforhazards.com/home> , in the development of this effort.

To be eligible for consideration, the proposing firm must be capable of supplying the Services as noted herein, and must also meet all other criteria outlined in this Proposal.

INQUIRIES AND CORRECTIONS

All inquiries relating to this request shall be addressed in writing to:

City of Central
Ray Rears, Community Development Director
141 Nevada Street
PO Box 249
Central City, CO 80427

rrears@cityofcentral.co

If a proposing firm finds discrepancies in or omissions from the Request for Proposal (RFP), or should require additional clarification of any part thereof, a written request for interpretation shall be submitted to the City contact at the e-mail address shown above. Any interpretation of, or change made to, the RFP will be made by written addendum to each proposing firm, and shall become part of any contract awarded. The City will not be responsible for the accuracy of any *oral explanations, interpretations or representations*. It shall be the responsibility of each proposing firm to verify that every addendum has been received prior to submitting proposals.

The City of Central is an Equal Opportunity Employer and no otherwise qualified individual shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical

or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment for this position. Further, the work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 70u (Section 3) which states that employment and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

MANDATORY PRE-PROPOSAL CONFERENCE

A **mandatory** pre-proposal conference concerning this project will be held at the Central City Hall, located at 141 Nevada Street, Central City, Colorado on Thursday, **August 11, 2016, at 11:00 a.m.**

The purpose of this conference is to allow firms which may submit a proposal an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all firms having a clear understanding of the scope of the work and requirements of this solicitation a firm must be in attendance during the entire pre-proposal conference in order to submit a proposal.

ATTENDANCE AT THIS PRE-PROPOSAL CONFERENCE IS MANDATORY AND A PREREQUISITE FOR SUBMITTING A PROPOSAL.

Proposals will only be accepted from those firms which are represented at this mandatory pre-proposal conference. Attendance at the conference will be evidenced by identification of the prospective firm and the signature of the firm's representative on the attendance roster. The representative of each firm attending is expected to bring a copy of the solicitation documents and a written copy of any questions to the conference.

Any changes resulting from this conference will be issued in a written addendum to the solicitation. No two firms may be represented by the same person or entity. No person or entity may later submit a proposal on behalf of a firm which the person or entity did not represent at the pre-proposal conference.

Last date for questions submittal shall be **Tuesday, August 16, 2016 by 12:00 - noon**. All questions shall be submitted in writing via e-mail to rrears@cityofcentral.co or presented at the pre-proposal conference. Central City will provide responses to all submitted questions by August 18, 2016 COB to provide review time prior to final submission.

SUBMITTAL DATE, LOCATION AND OPENING

All proposals must be received by the City of Central, 141 Nevada Street (US Mail P.O. Box 249) Central City, Colorado 80427, prior to **12:00 - noon, MST, OUR CLOCK, THURSDAY, AUGUST 25, 2016**. Proposals must be submitted in a **sealed** envelope plainly marked (three copies): "Request for Proposals" RFP 2016-CD-02 and addressed to the Community Development Department.

LATE AND TELEGRAPHIC PROPOSALS

Late proposals will **not** be accepted under any circumstance, and any proposal so received shall be returned to the proposing firm unopened. In addition, telegraphic, facsimile and/or proposals sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposals either by airfreight, postal service, or other means.

PROPRIETARY INFORMATION

All information included in any proposal that is of a proprietary nature must be clearly marked as such. The City of Central shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm. In general, it is not acceptable to the City, to mark information other than financial data proprietary without the City Manager or his designee's written authorization. Failure to adhere to this restriction could result in rejection of the entire proposal.

DEFINITION, CONTEXT AND GENDER

Unless otherwise specified in this document, all words shall have a common meaning unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

CONDITIONS OF PROPOSAL SUBMITTAL

- A. All proposing firms shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal.
- B. The proposal must be signed by a duly authorized official of the proposing firm submitting the proposal. Each firm submitting must be registered to do business in the State of Colorado and be in good standing with State filing requirements.
- C. No proposal will be accepted from any person, firm or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- D. Only one proposal will be accepted from any person, firm or corporation.
- E. All prices quoted must be firm for a period of ninety (90) days following the opening of the proposal.

- F. The City of Central, Colorado reserves the right to reject any and all proposals or any part thereof. The right is reserved to waive any formalities or informalities contained in any proposal, and to award the proposal to the most responsive and responsible proposing firm as deemed in the best interest of the City of Central.
- G. All proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.
- H. All costs, including travel and expenses, incurred in the preparation and submittal of this proposal shall be borne solely by the proposing firm.
- I. Section 4-9-40 Purchasing policy of the Central City Municipal Code prohibits the City from entering into any contracts over \$25,001 without a formal procurement process involving a sealed competitive bidding process.
- J. The City reserves the right to negotiate final terms with the selected Consultant that may vary from those contained in this document.
- K. The City reserves the right to request additional information from any respondent after the submission deadline as necessary to complete the evaluation process.
- L. The City reserves the right to request a client list from the Consultant, for the purpose of determining potential conflicts of interest. Said list shall be considered proprietary.
- M. One (1) original, clearly marked, and two (2) copies of the reply must be provided. Each proposal reply must be bound separately. Binding may be by ring binding or in a three-ring binder, suitable for easy duplication, with the original clearly marked. A single three-ring binder divided into sections by labeled tab index sheets will be sufficient. All attachments that are not included in the binder should be clearly labeled according to the sections and titles provided herein. The proposal should also be paginated by major section.
- N. If erasures or other changes appear on the proposal forms, the person signing the proposal must initial each erasure or change.
- O. The proposal number shall appear on any technical data or other information furnished by your firm with this proposal.
- P. The City will not return proposals, or other information supplied to the City, to the proposing firms.

EVALUATION OF PROPOSALS

The Consultant's proposal should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work.

A project committee will evaluate all proposals. Proposals shall be evaluated on the basis of the Evaluation Criteria noted herein. The committee may make a selection on the basis of the proposals received, or may choose to "short list" prospective firms for further negotiations. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City, and not necessarily on the basis of lowest price. Individual interviews may be required for the top firms who have submitted the required information.

The City's review of Proposals will focus in general on the expertise, experience and understanding of the project as evidenced by the project team.

EVALUATION CRITERIA

Proposals shall be evaluated on the basis of the following criteria:

- A. Responsiveness to the needs of the City, both in timeliness and in relation to the scope of services offered. 20%
- B. Expertise and qualifications of the proposing firm and its experience in dealing with municipal governments in projects of similar size, scope and nature. 20%
- C. The degree to which the proposal meets or exceeds the terms of the Request for Proposal. 20%
- D. Results of reference checks and past performance for other clients. 10%
- E. The proposing firm's fee structure based on the Services to be provided. 5%
- F. Geographic location of the office performing the work relative to the City. 5%
- G. Addressing the specific needs identified in the RFP. 20%

BACKGROUND

Central City, founded in 1859 is located approximately 35 miles west of Denver in both Gilpin and Clear Creek Counties and is the county seat of Gilpin County. There is an estimated population of 663, with a direct connection to I-70 via the Central City (Casino) Parkway exit 243. Total annual visitor traffic is estimated at over 700,000 vehicles primarily drawn to visit our six casinos, National Historic Landmark District, other local businesses or other area attractions. There are a total of 28 city employees serving the needs of the public.

Central City envisions this Disaster Resiliency & Recovery Master Plan as an addendum to be included with the update of the City's Comprehensive Plan, currently underway with funding from the Colorado Department of Local Affairs (DOLA). This will add disaster resiliency components to the City's update to their Comprehensive Plan.

Central City was impacted by the 2013 flooding with damage to streets and access routes and issues on contacting and directing resident and visitor response to the emergencies. The City was impacted in 2014 by a massive rock slide that blocked the Parkway access from I-70 to Central City, resulting in over \$780,000 in repair cost along with the economic loss in the many millions of dollars and creating hardship for residents.

Those disasters also pointed out the need for a Resiliency and Response Master Plan as first responders couldn't get access to certain residential areas and communications sites were damaged – limiting an effective response. Residents had no alternative routes in or out of the area and Highway 119 was closed during flooding, cutting access to Central City.

This Disaster Resiliency & Recovery Master Plan will shape how the city should address issues on emergency routing, intergovernmental coordination in a variety of potential disasters, and assist in mapping staging areas in areas of both residential and commercial growth in the community.

When the City of Central's Comprehensive Plan is completed it will incorporate visionary components of the current comprehensive plan while incorporating the specific plans prepared since the current plan was updated, including this plan.

All necessary staffing, management, materials, equipment and supplies shall be provided by the consultant to complete the identified services unless otherwise specified in the City Staff Role under the **Scope of Work**.

PROPOSED PROJECT DESCRIPTION

Consultant will take the lead with City of Central staff in the process to complete a Disaster Resiliency & Recovery Master Plan (Plan) that will address the potential for damage, access issues, equipment shortages, alternative transportation routes, and community communications needs as highlighted in both the 2013 floods and later hillside collapse that isolated the community. This plan will add disaster resiliency components to the City's update to their Comprehensive Plan by providing and completing all the services described in the Scope of Work.

SCOPE OF WORK

A. Consultant Role:

Project Management

The consultant will be responsible for facilitation, coordination, technical and project management services for the duration of the Disaster Resiliency & Recovery Plan project. The plan content at a minimum shall be the materials outlined within this RFP.

Public Participation

The consultant will be responsible for designing a public participation strategy in coordination with the City and executing the process. The Consultant will take the lead role in most public forums, workshops, meetings, and hearings, as coordinated and supported by City staff.

Disaster Resiliency & Recovery Master Plan

The Consultant shall initiate the overall scientific study, update/analyze existing conditions, identify needs and opportunities, and prepare implementation strategies for the City of Central. The Consultant is expected to update and analyze existing conditions to create the Plan components. The analysis must determine emerging trends and the suitability of existing and proposed public safety regulations, public/private facilities, and services to meet the growing and changing needs of the population.

The Plan should also explore where public and/or private initiatives will be necessary to maintain and improve services and facilities. The Consultant should use information contained in other prepared plans to assist with the analysis and work to unify the plans into one complete analysis of future safety needs, disaster action plans and disaster recovery plans for Central City. Consultant will have some updated city plans available for review and integration into the final "Master Plan" including: Storm & Waste Water Master Plan, the Gilpin County Hazard Mitigation Plan, Central City Downtown Connectivity & Circulation Study and Central City Revitalization Plan. A full list of updated plans will be available at the mandatory meeting.

The plan should provide a list of additional funding options to complete the work. It is expected that the Plan's outlook will be a 10 - 20 year timeframe.

B. Consultant Deliverables: The following section describes the specific minimum components which should be delivered upon the completion of the project. City staff will finalize the scope of work with the selected consultant prior to contract authorization. The City is open to suggestions other than those items listed which the consultant believes will be of value in producing a viable Disaster Resiliency & Recovery Plan that will have practical applications for day-to-day planning activities. Consultant will need to work closely with RPI Consulting for the Comp Plan update and with Economic Strategies for facilitation *and integration of the Disaster Resiliency & Recovery Plan into the updated City Comprehensive Plan.*

Consultant will provide a final Disaster Resilience & Recovery Plan electronically to the state, along with 4 hard copies and one electronic version for the City of Central.

Consultant will draft policies, goals and action steps which update the Disaster Resiliency & Recovery Plan consistent with the visions and goals of the community. These will incorporate the policies, goals and action steps of the Disaster Recovery & Resiliency Plan into the update of the City of Central Comprehensive Plan.

The Disaster Resiliency & Recovery Master Plan is expected to be completed within six (6) months and be informed by and incorporate relevant elements from the DOLA website and guide: <http://planningforhazards.com/home> .

1) A public participation plan shall include:

- a. General Workshops / Open Houses with Planning Commission and the general public (minimum of 2 sessions); separate from the Comprehensive Plan Workshops that will be taking place simultaneously.
- b. Informal public meetings and discussion sessions with city staff and other city departments, the Planning or Historic Preservation Commission and other city forums open to the general public (minimum of 2 meetings);
- c. City Council Public Hearings (up to 2).

The City designated lead will facilitate the Planning Commission meetings in addition to those described above to ensure full participation in the process and to reduce consultant expenses.

Ideal Timeline (but not required): The initial plan input and feedback collection (items a-c) shall occur in Q3 of 2016. The draft reviews and approval process (items d-f) shall occur in the Q4 2016 and be completed no later than early Q1 2017.

2) The Disaster Resiliency & Recovery draft plan shall include:

- a. Thorough analysis and assessment of existing and future needs via the compilation of public visions and goals, research of existing conditions, development and economic trends, land-use, environmental conditions, best practices, etc. related to hazards and disaster preparedness. The Plan will focus on the potential for fire and other hazards but incorporate other disaster scenarios (landslide, avalanche, severe storm, etc.) into the project. This Plan will shape how the city will respond to a range of emergencies including processes for intergovernmental coordination across all scenarios.

The analysis shall, at a minimum include the items listed below:

1. Identify and map all hazards that may impact the community, which includes Gilpin County, Clear Creek County, the City of Central and the City of Blackhawk. This includes the Central City Growth Management Area, the 2 mile radius along the Central City Parkway, watershed areas and the growth areas indicated in the IGA between Central City, Blackhawk and Gilpin County.
2. Review and analyze emergency response and staffing issues that occurred during the 2013 flooding and 2014 land slide to determine critical points of failure and future response needs, transportation and access requirements plus communications options.
3. Identify access, communication, and intergovernmental coordination issues that need to be addressed, including State, County and neighboring city plan integration.

4. Create a set of goals and policies to address a range of disaster scenarios, include Transportation, Recreation and Tourism, Parks, Open Space and Trails components.
 5. Combine elements of the 1999 Growth IGA with Black Hawk, Gilpin County and the BH/CC Sanitation District into the plan along with aspects of other plans identifying future growth areas outside the immediate current city boundaries.
 6. Define specific implementation plans for anticipated immediate, short and long-term action items with a specific Capital Improvement Plan recommendations and cost estimates for mitigation implementation items.
- b. Plan elements should include (1) short and long term hazard mapping, (2) identification how this plan will work in tandem with the existing and updated Comprehensive Plan, and (3) an amendment process for future changes to the land use map and the plan text as warranted by the City Council.
 - c. Final and draft documents shall be provided in the following forms:
 1. Web ready graphics, maps and documents in draft and final formats for online access and comment;
 2. All final maps and overlays must be able to be maintained and manipulated using ArcGIS. Files should be ESRI shapefile or geodatabase format using NAD_1983-StatePlane_Colorado_Central_FIPS_0502_Feet coordinate system;
 3. All draft and final text portions of the plan shall be provided in Microsoft Word; and
 4. All text and maps shall be provided in Adobe PDF format for each draft and final copy of the Plan.

C. City Staff Role: The City staff will designate a lead that will provide a strong supporting role to the Consultant in a variety of ways. City staff will actively engage in this process to maximize the time and engagement of the Consultant in their area of expertise.

- 1) Information gathering/data collection to aid Consultant;
- 2) Coordination with other City departments or outside agencies;
- 3) Coordination or facilitation, as needed, or any supplementary public feedback as identified through the process (workshops or other feedback tools);

- 4) Assistance with the identification of stakeholders, public events, and groups that may be solicited for input during the public participation process;
- 5) Personnel support for public workshops, or interviews as needed by the Consultant;
- 6) Organization and administration of all public meetings; including agenda development/posting, item preparation, and distribution of materials;
- 7) Publication of public notices;
- 8) Printing of any supporting materials, packets, maps (large and small format) for the public or meetings; and
- 9) Coordination and involvement of City staff, such as the City Manager, and Department Heads to provide review, feedback, or expertise supporting the Consultant's activities, information gathering, and plan development.

GENERAL INSTRUCTIONS

Proposals should focus on the qualifications and experience of the proposed individual or firm. A short list of individuals or firms may be developed based upon the proposals submitted. Those on the short list may be invited to interview.

Central City has an authorized not-to-exceed budget for this Plan of \$75,000. Proposals will be rated on the overall value added into the proposals along with the specific scoring points outlined in this RFP.

Each Proposal shall have a dividing tab with a corresponding letter as the response format. For example, response shall read dividing TAB B: Project Understanding; then followed by the corresponding documents. Each tab shall be clearly marked.

Proposals should consist of no more than twenty (20) pages of text (not including figures, resumes, or preprinted project descriptions) and shall include the following, and in the order given:

- A. Letter of Interest:** Provide a letter of introduction stating your firm's interest and understanding with the scope of this project. The letter must be signed by an authorized agent for your firm. Insert the completed Proposal Signature page in this section.
- B. Project Understanding:** Provide your understanding of the project and the key issues involved including the public process.
- C. Project Approach:** Demonstrate your approach to the proposed project. Include how you will resolve problems.
- D. Capabilities and Experience:** Provide specific information regarding your experience and capabilities on similar projects or related services. Focus, to the

greatest extent possible, on your past or present experience with projects similar to the scope of this project. Include experience with other past projects for the City of Central which would be of benefit to this project. Provide a summary of your firm's local in-house capabilities in all planning disciplines that may be required for this project. Provide resumes for key personnel working on the project.

E. References: Provide at least five (5) client references (including contact person and phone number) for projects that are similar to the proposed project and best demonstrate your ability to complete the proposed project successfully.

F. Fee Schedule: The fee schedule is part of this proposal and shall be submitted with the RFP documents. The schedule shall contain a per hour charge for all work as required. The hourly charge shall include all personnel/positions that will participate in the reviewing process.

G. Contact Person: The City desires to work with one point of contact within the firm or company. The Project Manager shall be one individual that shall have the responsibility for overall project communication, meeting attendance, as well as all other requirements as set forth in the RFP.

I. CONTRACT

The awarded firm will be required to sign a Consultant Services Agreement. A sample copy is enclosed. No modifications of the contract language will be allowed.

II. INSURANCE

The Consultant will be required to furnish a Certificate of Insurance including Professional Liability with the City named as Additionally Insured.

A. The Consultant agrees to procure and maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

1. Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers' Liability Insurance.
2. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and One Million (\$1,000,000) general aggregate.
3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the Services. In the event that the Consultant's insurance does not cover non-owned automobiles, then the Consultant guarantees to the City that the requirements of this paragraph shall be met by each employee, subcontractor or other agent of the Awarded Firm who utilizes an automobile in providing services to the City of Central under this Agreement.

4. Errors and Omissions Insurance with limits of liability of at least One Million Dollars (\$1,000,000).
- B. If approved by the City of Central prior to the commencement of any work or services under this Agreement, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
- C. Consultant shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the City of Central. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant in connection with providing any work or services under this Agreement. In the case of any claims made, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- D. A Certificate of Insurance shall be completed by the Consultant's insurance agent(s) 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 City of Central prior to commencement of any work or services under this Agreement. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, diminished or materially changed until at least thirty (30) days prior written notice has been given to the City of Central. The completed Certificate of Insurance shall be sent to:

City of Central
Community Development Department
PO Box 249
Central City, CO 80427

- E. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a Material Breach of Contract upon which the City of Central may immediately terminate this Agreement, or at its discretion the City of Central 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 City of Central shall be repaid by the Consultant to the City of Central upon demand, or the City of Central may offset the cost of the premiums against any monies due to Consultant from the City of Central.
- F. The City of Central reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Consultant agrees to execute any and all documents necessary to allow the City of Central access to any and all insurance policies and endorsements pertaining to this particular Project.

G. The parties hereto understand and agree that the City of Central, its officers, and its employees, are relying on, and do 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, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to the City of Central, its officers or its employees.

H. In addition to procuring and delivering to the City such written Certificates of Insurance, demonstrating that the Consultant has obtained and will maintain all policies of insurance coverage in the amounts required herein.

The Consultant shall also cause the City to be named as an Additional Insured party entitled to coverage under such policy or policies of insurance, and for that purpose the Consultant shall obtain and maintain, or cause to be obtained and maintained, any and all necessary policy endorsements, additional coverage documents, or other instruments or Certificates, such as will provide such insurance coverage to the City at all times during the Consultant's performance of the Project

I. All Certificates of Insurance shall be submitted on an Acord 25-S form.

COMPLIANCE WITH LAWS – FEDERAL, STATE, LOCAL

Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City of Central; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

GOVERNING LAW

The laws of the State of Colorado shall govern any contract executed between the successful Consultant and the City. Further, the place of performance and transaction of business shall be deemed to be in the County of Gilpin, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, Gilpin County, Colorado.

NON-DISCRIMINATION

During the performance of this Contract, the Consultant shall not discriminate unlawfully against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, marital status, or public assistance status with regard to, but not limited to, the following: employee practices, rates of pay or other compensation methods and training sessions.

COMPLIANCE WITH IMMIGRATION LAWS

Consultant performing work for the City will be required to certify that it:

- a. Does not knowingly employ or contract with undocumented workers or illegal aliens;
- b. Will verify the immigration status of newly hired employees who will perform on the public contract for services with the City, whether located in the State of Colorado or elsewhere in the United States; and
- c. No persons will be newly hired whose immigration status has not been verified.

KEY DATES:

	Date	Time
Advertise Date	July 25, 2016	
Mandatory Pre-Proposal Conference	August 11, 2016	11:00 AM
Last Date for Questions	August 16, 2016	Noon
Published response to Questions	August 18, 2016	5:00 PM
Addendum (if required)	August 18, 2016	5:00 PM
Submittal Date	August 25, 2016	Noon
<i>Anticipated Short List Interviews</i>	On or before September 8, 2016	
<i>Anticipated Award</i>	September 15, 2016	
<i>Anticipated Notice of Award</i>	September 20, 2016	
<i>Anticipated Notice to Proceed*</i>	September 22, 2016	
Plan Completion	Not to Exceed March 31, 2017	5:00 PM

To guarantee receipt of all questions it is highly recommended that the RFP/Project number and the name of the RFP/Project be entered into the subject line of all emails and fax transmittals.

**Anticipated Notice to Proceed* completion is dependent on the completion of the Professional Services Agreement, the receipt of the required Certificate of Insurance and the receipt of a completed Certificate of Compliance from the award firm.

Proposal Signature Page

Disaster Resiliency Plan Application Review and Consulting RFP 2016 –CD-2

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF:

Addenda # _____ Issue Date _____

Addenda # _____ Issue Date _____

Addenda # _____ Issue Date _____

FIRM NAME (Complete)

FEDERAL TAX ID NUMBER

PRESIDENT (Name typed)

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE WITH AREA CODE

CITY, STATE, ZIP CODE

FAX NUMBER

E-MAIL ADDRESS

DATE

LIST STATE OF INCORPORATION

Certificate Number

FIRM CONTACT PERSON (if different from above)

PHONE NUMBER FOR CONTACT PERSON

E-MAIL FOR CONTACT PERSON (if different from above)

This page shall be completed and returned in the RFP.

Please enter complete and accurate information above - all information entered will be used for contract/agreement document preparation.

Exhibit or Attachment A

**CITY/TOWN/COUNTY OF _____
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is made this ____ day of _____, 2016 by and between the City of Central, Colorado, a Colorado City (hereafter “the City”), and _____, (hereafter the “Consultants”).

RECITALS

WHEREAS, The City desires to obtain consulting services during the period from _____ through _____, in connection with the procurement of the _____ (hereafter the “Project”).

WHEREAS, The Consultants provide professional consulting services to the public and are fully qualified to perform the consulting services needed by the City/Town/County in connection with the Project.

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the State of Colorado Department of Local Affairs (DOLA) is authorized by the federal Department of Housing and Urban Development (HUD) to provide State of Colorado Community Development Block Grant Disaster Recovery Program funds (hereinafter referred to as CDBG-DR funds) to units of local government selected to undertake and carry out certain programs and projects under the State of Colorado Community Development Block Grant Disaster Recovery Program in compliance with all applicable local, state, and federal laws, regulations and policies.

WHEREAS, the City of Central, as part of its CDBG-DR grant agreement with the Consultants under contract number CDBG-DR P16-043, has been awarded CDBG-DR funds for the purposes set forth herein and is incorporated by reference.

WHEREAS, the Scope of Work included in this contract is authorized as part of the City of Central’s approved CDBG-DR project.

WHEREAS, it would be beneficial to the City of Central to utilize the Consultants as an independent entity to accomplish the Scope of Work as set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG-DR project.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein, and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

COVENANTS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the City and the Consultants agree as follows:

I. SCOPE OF SERVICES

A. General.

The Consultants shall serve as the City/Town/County's professional advisors and representatives in connection with the Project and shall consult with and advise the City/Town/County as it reasonably requires during the term of this Agreement. As a general matter, they shall communicate with the City/Town/County about the Project only through _____, who has been assigned by the City/Town/County to the Project as Project Manager.

B. Specific Duties and Responsibilities

In connection with the Project, the Consultants shall undertake the duties and responsibilities and provide the services described in Appendix A, captioned "Scope of Work" which consists of ____ pages and is attached hereto and made a part hereof.

C. Extra Services.

Upon the express, written request of the City/Town/County, the Consultants shall perform services beyond the scope of the duties and responsibilities described in Appendix A. The Consultants shall charge the City/Town/County for such extra services, if any, in accordance with the provisions of Subsection IV.B.

D. Documents.

All work notes, reports, documents, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed specifically for the Project are and shall remain the sole and exclusive property of the City/Town/County. The Consultants, upon request by the City/Town/County, agree to provide documents or any other materials developed specifically for the Project in an electronically editable format (for example, Word or WordPerfect). The Consultants shall not provide copies of any material prepared under this Agreement to any other party without the prior written consent of the City/Town/County.

II. COOPERATION BY THE CITY/TOWN/COUNTY

The City/Town/County will thoroughly and as expeditiously as reasonably possible consider all reports, sketches, drawings, specifications, proposals, and other documents prepared by the Consultants, and it shall inform the Consultants of all decisions that it has made which would affect the Consultants' work under this Agreement as soon as reasonably feasible. The City/Town/County will inform the Consultants of any pending change or revision to the Project as soon as reasonably feasible. The City/Town/County will provide the Consultants with current, updated plans, if any, for the Project as soon as reasonably feasible after they are produced.

III. TIME OF PERFORMANCE

The Consultants' services are anticipated to be provided over the course of _____ months, occurring between _____ and _____. A detailed project schedule is presented in Appendix A. However, it is understood by the parties that the actual schedule may differ from what is anticipated. The City/Town/County shall advise the Consultants in writing of each change in the schedule as soon as feasible after it becomes aware thereof, and the Consultants shall thereafter adjust the timing of their services so as to comply with the revised schedule. The Consultants shall provide their services at such times as are necessary in order to promote the smooth progress of the Project.

IV. AMOUNT OF PAYMENTS TO CONSULTANTS

A. Aggregate Limits.

Unless services in addition to those specified in Section I are subsequently agreed upon in writing, the total amount paid by the City/Town/County to the Consultants pursuant to this Agreement shall not exceed the sum of **XXXXXXX** Dollars (\$ _____).

B. Specific Charges.

The Consultants' primary employees who will work on the Project and their billing rates are set forth Appendix B, which consists of ____ page(s) and is attached hereto and made a part hereof. The City/Town/County will pay the Consultants on the basis of their time and direct expenses incurred in order to provide the services required by this Agreement.

1. The charge for time shall consist of the hourly rates for the Consultants' employees multiplied by the number of hours and parts of hours each such employee works directly on the Project. The time each such employee must spend traveling in order to provide the services required by this Agreement will be charged in the same way as his or her other time spent working on the Project. It is understood by the parties that the rates include a surcharge intended to cover profit and overhead, including, but not limited to, taxes, employee benefits, administrative support staff and supplies, office rent and utilities, and insurance. The Consultants' primary employees who will work on the Project and their billing rates, which includes the surcharge, are set forth in Appendix B.
2. Direct expenses incurred by the Consultants in connection with the Project shall be charged to the City/Town/County on the basis of the expenses actually incurred by the Consultants, without any additional surcharge added by the Consultants. Such direct expenses shall include printing costs and long-distance telephone charges. Any direct or indirect expenses incurred by the Consultants while working on the Project that are in common with work on other projects for other clients shall be prorated among all those clients according to the benefit derived by each client. The City/Town/County shall not pay for the expense of the Consultants' owned or hired automobiles used in the connection with the Project, which shall be considered a part of the Consultants' hourly rates.

V. RECORDS

The Consultants agree to maintain such records and follow such procedures as may be required under the state's CDBG-DR Program and any such procedures as the City/Town/County of _____ may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultants for a period of three years after final audit of the City/Town/County of _____'s CDBG-DR project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City/Town/County of _____ shall request a longer period of record retention.

The City/Town/County of _____ and other authorized representatives of the state and federal government shall have access to any books, documents, papers and records of the consultants which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.

The City/Town/County of _____, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultants involving transactions related to this local program and contract.

VI. TIME OF PAYMENTS TO CONSULTANTS

The Consultants shall bill their charges to the City/Town/County periodically, but no more frequently than once a month. Each bill shall contain a statement of the time that the primary employees spent on the Project since the previous bill, a brief description of the services provided by each such employee and an itemization of direct expenses for each task.

VII. QUALIFICATIONS ON OBLIGATIONS TO PAY

Notwithstanding any other terms of this Agreement, the City/Town/County may withhold any payment (whether a progress payment or final payment) to the Consultants if any one or more of the following conditions exists:

- A. The Consultants are in default of any of their obligations under this Agreement.
- B. Any part of such payment is attributable to services which are not performed according to this Agreement. (The City/Town/County will pay for any part thereof attributable to services performed according to this Agreement).
- C. The Consultants have failed to make payments promptly to any third parties used in the services for which the City/Town/County has made payment to the Consultants.
- D. The City/Town/County, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Project or any task according to this Agreement. In such case, no additional payments will be due to the Consultants until the Consultants, at their sole cost, perform a sufficient portion of the Project or task so that the City/Town/County determines that the compensation then remaining unpaid is sufficient to complete the Project or task.
- E. No partial payment shall be final acceptance or approval of that part of the Project or task paid for, or shall relieve the Consultants of any of their obligations under this Agreement.

VIII. CONSULTANTS' DUTIES

- A. Abilities, Qualifications, Experience, and Best Efforts.
Notwithstanding anything to the contrary contained in this Agreement, the City/Town/County and the Consultants agree and acknowledge that the
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City/Town/County enters into this Agreement relying on the special and unique abilities of the Consultants to accomplish the Project. The Consultants accept the relationship of trust and confidence established between them and the City/Town/County by this Agreement. The Consultants covenant with the City/Town/County to use their best efforts. The Consultants shall further the interests of the City/Town/County according to the City/Town/County's requirements and procedures, according to the highest professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

B. No Conflicts.

The Consultants represent, covenant, and agree that they have and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent them from the timely completion of the Project, loyally and strictly according to the best interests of the City/Town/County. In case of any conflict between interests of the City/Town/County and any other entity, the Consultants shall fully and immediately disclose the issue to the City/Town/County and shall take no action contrary to the City/Town/County's interests.

C. Limitation on Public Statements and Lobbying Activity.

Consultants are retained to provide information and advice to the City/Town/County that includes confidential data, work product, and other privileged or confidential information that is protected under pertinent laws and City/Town/County policies. In order to maintain the fact and appearance of absolute objectivity, loyalty, and professionalism, Consultants shall not, without the prior written consent of the City/Town/County, do any of the following:

1. Disclose at any time information obtained as a result of this contractual relationship to any third party;
2. Lobby any City/Town/County agency on any pending matter while they are under contract to the City/Town/County;
3. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Consultant is or was retained by the City/Town/County.
To the extent that the City/Town/County provides written consent for the disclosure of information or authorizes the making of public statements, the City/Town/County may impose such conditions upon such disclosure or communications as it thinks appropriate, and Consultants agree to comply with those conditions.

This provision shall not preclude Consultants from providing information to law enforcement officials in connection with any criminal justice investigation.

D. Quality of Services.

The Consultants represent, covenant, and agree that all of the services that they will furnish under this Agreement shall be of at least the standard and quality

prevailing among highly competent professionals who perform work of a similar nature to the work described in this Agreement.

- E. **Accuracy of Work.**
The Consultants represent, covenant, and agree that its work will be accurate and free from any material errors. The Consultants additionally represent, covenant, and agree that the planning for the Project will conform to all foreseeable uses thereof. City/Town/County approval shall not diminish or release the Consultants' duties, since the City/Town/County is ultimately relying upon the Consultants' skill and knowledge.
 - F. **Duty to Warn.**
The Consultants agree to call to the City/Town/County's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Consultants (by the City/Town/County or any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, Consultants shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the City/Town/County. Nothing shall detract from this obligation unless the Consultants advise the City/Town/County in writing that such data may be unsuitable, improper, or inaccurate and the City/Town/County nevertheless confirms in writing that it wishes the Consultants to proceed according to the data as originally given.
 - G. **Attendance at Meetings.**
The Consultants shall attend such meetings on the work required by this Agreement as the City/Town/County requires. The City/Town/County will give reasonable notice of any such requirement so that the Consultants may schedule and attend.
 - H. **Efficiency.**
The Consultants represent, covenant, and agree to furnish efficient business administration and superintendence and perform the services required by this Agreement in the best, most expeditious and most economical manner consistent with the interests of the City/Town/County.
 - I. **Books and Records.**
The Consultants shall keep their books and records for the Project and reimbursable expenses according to recognized accounting principles and practices, consistently applied. The Consultants shall make them available for the City/Town/County's inspection at all reasonable times. The Consultants shall retain such books and records for at least three years after completion of the Project.
 - J. **Payment of Bills.**
The Consultants shall promptly pay all bills for labor and material performed and furnished by others in performance of the Project.
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IX. SUSPENSION

If the Consultants fail to comply with the terms and conditions of this contract, or whenever the Consultants are unable to substantiate full compliance with provisions of this contract, the City/Town/County of _____ may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Consultants or its authorized representative. The suspension will remain in full force and effect until the Consultants have taken corrective action to the satisfaction of the City/Town/County of _____ and are able to substantiate their full compliance with the terms and conditions of this contract. No obligations incurred by the Consultants or its authorized representative during the period of suspension will be allowable under the contract except:

- A. Reasonable, proper and otherwise allowable costs which the Consultants could not avoid during the period of suspension;
- B. If upon investigation, the Consultants are able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and
- C. In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned or otherwise terminated, the City/Town/County of _____ shall pay the Consultants for work performed to the satisfaction of the City/Town/County of _____, in accordance with the percentage of the work completed.

X. TERMINATION

- A. Termination for Breach.

This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least three days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach. In the event of such termination by either party, the Consultants shall promptly deliver to the City/Town/County all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys, and written materials of any kind generated in the performance of services under this Agreement up to and including the date of termination. If this Agreement is so terminated by the Consultants, they will be paid for all services rendered up to the date of termination, except as set forth in Section VI above. If this Agreement is so terminated by the City/Town/County, the Consultants will be paid for all services rendered to the date of termination, except those services which, in the City/Town/County's judgment, constituted the grounds, in whole or in part, of the notice of termination, and except as set forth in Section VI, above. Upon such payment, all obligations of the City/Town/County to the Consultants under this Agreement shall cease.

- B. Termination for Convenience.

In addition to the foregoing, this Agreement may be terminated by the City/Town/County for its convenience and without cause of any nature by giving the Consultants written notice at least seven days in advance of the termination date. In the event of such termination, the Consultants will be paid for all services rendered to the date of termination, except as set forth in Section VI, above, and

upon such payment, all obligations of the City/Town/County to the Consultants under this Agreement shall cease. Furthermore, in the event of such termination, the Consultants shall promptly deliver to the City/Town/County all drawings, computer programs, computer input and output, plans, photographic images, analyses, test, maps, surveys, and written materials of any kind generated in the performance of their services under this Agreement up to and including the date of termination.

XI. LAWS TO BE OBSERVED

- A. Compliance with Laws: This contract is funded in whole or in part with CDBG-DR funds through the City of Central's Community Development Block Grant Program as administered by the Division of Local Government, Department of Local Affairs. Contractors are responsible for complying with those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe. The Consultants shall comply with all applicable laws, ordinances and codes of the state and local government and the Consultants shall save the City of Central harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.
 - B. Title VI of the Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - C. Section 109 of the Housing and Community Development Act of 1974: No person in the United States shall on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 - D. Age Discrimination Act of 1975, as Amended: No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)
 - E. Section 504 of the Rehabilitation Act of 1973, as Amended: No otherwise qualified individual shall, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)
 - F. Public Law 101-336, Americans with Disabilities Act of 1990: Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.
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G. Section 3 of the Housing and Community Development Act of 1968 Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD and CTED issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
3. The Consultants will send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of their commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and CTED issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

XII. PERMITS AND LICENSES

The Consultants shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of their services under this Agreement.

XIII. PATENTED DEVICES, MATERIALS AND PROCESSES

The Consultants shall hold and save harmless the City/Town/County from any and all claims for infringement, by reason of the use of any patented design, device, material, process, or trademark or copyright and shall indemnify the City/Town/County for any costs, expenses, and damages, including court costs and attorney fees, which it might be obligated to pay by reason of

infringement at any time during the prosecution or after completion of their services under this Agreement.

XIV. NO MULTIPLE FISCAL YEAR OBLIGATION

Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20. Notwithstanding any other provision of this Agreement, the City/Town/County's obligations under this Agreement are subject to annual appropriation by the City/Town/County Council of the City/Town/County. Any failure of a City/Town/County Council/Board annually to appropriate adequate monies to finance the City/Town/County's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to the Consultants of any failure to appropriate such adequate monies.

XV. INDEPENDENT CONTRACTOR

The relationship between the Consultants and the City/Town/County is that of an independent contractor. The Consultants shall supply all personnel, equipment, materials and supplies at their own expense, except as specifically set forth herein. The Consultants shall not be deemed to be, nor shall they represent themselves as, employees, partners, or joint venturers of the City/Town/County. No employee or officer of the City/Town/County shall supervise the Consultants. **The Consultants are not entitled to workers' compensation benefits and are obligated to directly pay federal and state income tax on money earned under this Agreement.**

XVI. PERSONNEL

The Consultants represent that they have, or will secure at their own expense, all personnel required in order to perform under this contract. Such personnel shall not be employees of, or have any contractual relationship to, the City of Central.

All services required hereunder will be performed by the Consultants or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City of Central. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

XVII. INTEREST OF CONSULTANT AND EMPLOYEES

The Consultants covenant that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Consultants further covenant that in the performance of this contract, no person having such interest shall be employed.

XVIII. AUDITS AND INSPECTIONS

The City of Central, the State Auditor, and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG-DR project and this contract, by whatever legal and reasonable means are deemed expedient by the City of Central, the State Auditor and HUD.

XIX. INDEMNIFICATION

The Consultant shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of Consultant, and shall exonerate, indemnify, and hold harmless the City/Town/County, its officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Laws. Further, Consultant shall exonerate, indemnify, and hold harmless the City/Town/County with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Contract by Consultant. This shall not be construed as a limitation of the Consultant's liability under this agreement or as otherwise provided by law.

XX. INSURANCE

A. The Consultants agree to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

- 1. Workers' Compensation and Employers' Liability
 - State of Colorado: Statutory
 - Applicable Federal: Statutory
 - Employer's Liability: \$100,000 Each Accident
 - \$500,000 Disease-Policy Limit
 - \$100,000 Disease-Each Employee
 - Waiver of Subrogation

- 2. Commercial General Liability
 - Bodily Injury & Property Damage General Aggregate Limit
 - \$1,000,000
 - Personal & Advertising Injury Limit \$1,000,000
 - Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- 3. Professional Liability (errors and omissions)
 - Each Claim/Loss: \$1,000,000
 - Aggregate: \$1,000,000

City/Town/County of _____ may require that this coverage remain in place for one year after the project is complete.

- 4. Commercial Automobile Liability Limits
 - Bodily Injury & Property Damage Combined Single Limit
 - \$1,000,000
 - Medical Payments per person \$ 5,000
 - Uninsured/Underinsured Motorist \$ 100,000

Coverage is to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001

(BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos.

B. Coverage.

Insurance required by this Agreement shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of recovery against the City/Town/County or its insurers. All policies of insurance under this Agreement shall be provided by a reputable insurance company or companies qualified to conduct business in Colorado. The City/Town/County reserves the right, but shall not have the duty, to reject any insurer which it finds to be unsatisfactory and insist that the Consultants substitute another insurer that is reasonably satisfactory to the City/Town/County. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI. This insurance shall be maintained in full force and effect during the term of this Agreement and for the additional periods set forth herein and shall protect the Consultants, its agents, employees and representatives, from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of the Consultants, their agents, employees, and representatives in the performance of the services covered herein.

C. Additional Insureds.

All Insurance policies (except Workers Compensation and Professional Liability) **shall include City/Town/County of _____ and its elected officials and employees as additional insureds as their interests may appear.** The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

D. Automobile Coverage.

Automobile insurance shall, without limitation, cover all automobiles used in performing any services under this Agreement.

E. Claims-Made Policies.

If coverage is to be provided on Claims Made forms, Consultants must refer policy to the City/Town/County Attorney's Office for approval and additional requirements. In the case of any claims-made insurance policies, the Consultants shall procure necessary retroactive dates, Atail@ coverage and extended reporting periods to cover a period at least two years beyond the expiration date of this Agreement. This obligation shall survive the termination or expiration of this Agreement.

F. The Consultants shall not cancel, materially change, or fail to renew required insurance coverages. The Consultants shall notify the Project Manager of any material reduction or exhaustion of aggregate limits. Should the Consultants fail to immediately procure other insurance, as specified, to substitute for any policy canceled before final payment to the Consultants, the City/Town/County may procure such insurance and deduct its cost from any sum due to the Consultants under this Agreement.

G. Certificates.

Certificates showing that the Consultants are carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the City prior to the execution

of this Agreement by the City. Certificates of insurance on all policies shall give the City/Town/County of _____ written notice of not less than fifteen (15) days prior to cancellation or change in coverage. The Consultants shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

H. Non-Waiver.

The parties understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (now \$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.*, C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.

XXI. PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES

The Consultants certify that it shall comply with the provisions of section 8-17.5-101 *et seq.*, C.R.S. The Consultants shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Consultants that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Consultants represent, warrant, and agree (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this contract through participation in either the E-Verify or the Department Program; (ii) that the Consultants are prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed; and (iii) if the Consultants obtain actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Consultants shall be required to:

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Consultants has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultants shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Consultants further agree that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If the Consultants fail to comply with any requirement of this provision or section 8-17.5-101 *et seq.*, C.R.S. the City/Town/County may terminate this contract for breach and the Consultants shall be liable for actual and consequential damages to the City/Town/County.

XXII. INTEGRATION

This document constitutes the entire agreement between the City/Town/County and the Consultants and incorporates all prior verbal and written communications between the parties concerning the subject matter included herein.

XXIII. CAPTIONS

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

XXIV. NO ASSIGNMENT

Neither party shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

XXV. AMENDMENT IN WRITING

No amendment or modification shall be made to this Agreement unless it is in writing and signed by both parties.

XXVI. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Colorado. Any suit between the parties arising under this Agreement shall be brought only in a court of competent jurisdiction for the Twentieth Judicial District of the State of Colorado.

XXVII. NO THIRD PARTY BENEFICIARIES

The parties intend no third party beneficiaries under this Agreement. Any person other than the City/Town/County or the Consultants receiving services or benefits under this Agreement is an incidental beneficiary only.

XXVIII. FINANCIAL OBLIGATIONS OF THE CITY/TOWN/COUNTY

All financial obligations of the City/Town/County under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Agreement shall be deemed a pledge of the City/Town/County's credit, or a payment guarantee by the City/Town/County to the Consultants.

XXIX. NO WAIVER

No waiver of any breach or default under this Agreement shall be a waiver of any other or later breach of default.

XXX. ADDRESSES FOR NOTICES AND COMMUNICATIONS

City/Town/County
XXX Main Street
City, Colorado ZIP

_____, Principal
Consultant
XXX Main Street
City, Colorado ZIP

XXXI. AUTHORITY

Consultants warrant that the individual executing this Agreement is properly authorized to bind the Consultants to this Agreement.



XXXII. INTEREST OF MEMBERS OF THE CITY/TOWN/COUNTY

No member of the governing body of the City/Town/County and no other officer, employee, or agent of the City/Town/County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

XXXIII. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect in this Contract; and the Consultant shall take appropriate steps to assure compliance.

XXXIV. AUTHORIZATION

This Agreement is authorized by City/Town/County Resolution _____, adopted _____, copies of which are attached hereto as Appendix C and made a part hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the day and year first above written.

CONSULTANTS

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged before me, a notary public, this _____ day of _____ 2015, by
_____, as _____.

Witness my hand and official seal.
My commission expires:

Notary Public

(SEAL)

CITY OF CENTRAL

City/Town/County Mayor

ATTEST:

City/Town/County Clerk

APPROVED AS TO FORM:

City/Town/County Attorney's Office

Appendix A
Scope of Work

Appendix B
Primary Employees and Billing Rates

Appendix C
Authorization Resolution