



## **REQUEST FOR PROPOSALS**

**RFP-16-04**

**Submittal Due Date: THURSDAY, MARCH 31, 2016 BY 4:00 PM our clock**

### **2016 BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE CONSULTING SERVICES**

**SEALED SUBMITTALS MUST BE MAILED OR DELIVERED TO:**

City of Wheat Ridge Municipal Building  
Attention: Jennifer Nellis, CPPB  
**BID** - Purchasing & Contracting Division  
7500 W 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033  
Phone: 303-235-2811 Fax: 303-234-5924

**DOCUMENTS PREPARED BY:**  
PUBLIC WORKS DEPARTMENT  
Engineering Division  
PURCHASING & CONTRACTING DIVISION

**IMPORTANT: PLEASE READ ENTIRE DOCUMENT**  
Per the attached specifications, terms and conditions.

**PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT**



**RFP-16-04**  
**PROPOSAL REQUIREMENTS/SELECTION CRITERIA**  
**2016 BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE**  
**CONSULTING SERVICES**

**I. INTRODUCTION**

**A. General**

The City of Wheat Ridge (the “City”) Municipal Building is located in the northwest area of Denver metropolitan, 7500 W 29<sup>th</sup> Avenue, Wheat Ridge, CO 80033. The City’s area consists of about nine square miles of rolling land adjacent to the Interstate 70 transportation corridor between Denver and the Rocky Mountains. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 31,000 residents. The City is a home-rule municipality with eight council members, city manager and mayor form of government.

**B. Background**

Several years ago, the City recognized the importance and need for alternative transportation modes, including bicycle, pedestrian, and transit, particularly with regards to planning for the future. An extensive public process led to completion of the first phase of the City’s Bicycle and Pedestrian Master Plan in 2007. This process (through Envision Wheat Ridge and other initiatives), engaged multiple partners, including LiveWell Wheat Ridge, the Jefferson County Public Health and Transportation Departments, residents, businesses, and many additional stakeholders in the community. This initial plan inventoried existing pedestrian and bicycle facilities and identified proposed future routes based on input from the public and City staff, along with integration with the City’s Parks Master Plan. Since then, additional planning efforts have focused on implementing the Plan as follows:

- **Bicycle and Pedestrian Master Plan Phase II, August, 2010:** This report updated the 2007 effort by presenting a comprehensive framework for developing a bicycle and pedestrian network, identifying proposed facility types, and providing a prioritized list of bicycle and pedestrian improvements.
- **Streetscape Design Manual, March 2011:** This manual focused on pedestrian needs by establishing design guidance for collector and arterial corridors throughout the City, identifying priority corridors, and outlining recommendations for specific sidewalk and streetscape improvements.
- **Bicycle and Pedestrian Master Plan Phase III, June 2011:** Phase III of the Pedestrian and Master Plan addressed conceptual designs and costs for three specific, high priority, corridors in the City.
- **Bicycle/Pedestrian/Streetscape Design Manual Phase III.2, 2012:-** This manual expanded further on the 2011 work by identifying Wadsworth Boulevard, Kipling Street, W. 44<sup>th</sup> Avenue, and Youngfield Street as priority corridors, while identifying W. 38<sup>th</sup> Avenue, W. 48<sup>th</sup> Avenue, Independence Street, Iris Street, and Parfet Street as secondary corridors. The manual provided design considerations for each corridor, including suggested roadway cross sections. In addition, the manual provided guidelines and estimated costs for specific improvements such as bicycle lanes, sidewalks, streetscapes, and other improvements.

The major components of the plans are as follows:

- **Origins and Destinations** – The bicycle and pedestrian routes identified in the current plan were based and developed on input from the public, City staff, and other stakeholders. As part of that process, an origin and destination analysis was conducted to identify activity centers in the City and adjacent areas likely to generate or attract significant bicycle and pedestrian use. Public facilities, including parks, schools, transit facilities, trail access points, and activity and recreation centers were considered and analyzed, as well as major employment centers, commercial areas, and high density residential areas. Present and potential future uses were also considered, as well as the encouragement of providing facilities for alternative transportation modes.
- **Regional Connections** – The City is fortunate to have an existing regional multi-use trail that extends the length of the City along Clear Creek. This trail acts as an east-west spine for bicycle and pedestrian activity through the City, providing a recreation and transportation link within the City itself and to Denver, Golden, Adams County, and destinations beyond. In addition to more recently completed projects linking adjacent communities, the City has been exploring additional links to adjacent Cities and other regional destinations through the Jefferson County comprehensive wayfinding plan, currently being led by the City of Lakewood.

- Corridor Designs – Current roadway and streetscape cross section standards adopted by the City include provisions for sidewalks on local, collector, and arterial facilities. The City proactively reviews and pursues “complete streets”, including the installation of bicycle lanes and/or bicycle and pedestrian facilities as opportunities may present themselves. Opportunities include street reconstructions or maintenance related projects, redevelopments, grant opportunities, and collaborations and leveraging with other agencies such as CDOT.

With guidance from the 2007 plan and subsequent planning documents, the City has in recent years engaged in implementing bicycle and pedestrian improvements where opportunities have presented themselves and where funding has been available, such as in conjunction with other infrastructure improvements or paving projects. For example, this past year, the installation of bicycle lanes on 32<sup>nd</sup> Avenue the length of the City between Denver and Jefferson County/Golden was conducted in conjunction with a mill and overlay maintenance project. The previous year (2014), bicycle lanes were installed on Pierce Street across the entire width of the City, providing a vital north-south corridor connection across the City between Lakewood and the Clear Creek Regional Trail. In addition, construction of the Kipling multi-use trail is nearing completion; improving connectivity to the neighboring communities of Arvada and Lakewood, as well as local destinations that include Crown Hill Park, the Clear Creek Trail, the Wheat Ridge Recreation Center, Discovery Park, Everett Middle School, and many other local properties and businesses. Recent completion of the Wadsworth Boulevard Planning and Environmental Linkage Study (PEL) also provides provisions for future bicycle and pedestrian facilities as part of a future improved and reconstructed Wadsworth Boulevard. In addition, the City in 2014 began allocating monies in the Capital Investment Program specific to bicycle and pedestrian needs. As part of the program, additional improvements (in addition to the aforementioned bicycle lanes) were constructed to improve pedestrian safety at school crosswalks and addressing specific sidewalk gaps.

The City intends to move forward in 2016 with a public process to address bicycle improvements to 35<sup>th</sup> Avenue between Sheridan Blvd. and Pierce Street, concurrent with Denver’s similar efforts on 35<sup>th</sup> Avenue east of Sheridan. In order to best utilize the limited available funding and to take advantage of timing opportunities, the City has also leveraged improvements with other concurrent projects such as the City’s Pavement Management program, and with private developments, such as Kipling Ridge (Sprouts) at the intersection of Kipling Street and 38<sup>th</sup> Avenue.

### **C. Objectives**

The City desires to review and update the current Bicycle and Pedestrian Master Plan, last updated in August of 2010. The update should address the following:

1. Existing bicycle and pedestrian facilities completed since 2010.
2. An updated analysis of overall community needs, priorities, and changes that may have occurred since 2010.
3. A review and update as needed for the existing policies and design guidelines within the document.
4. A public process that will assist in updating the plan, as well as addressing specific needs and priorities as follows:
  - a. Pedestrian and bicycle access to transit facilities, schools, business areas, parks, and other destinations.
  - b. Gaps in the existing system that can or should be addressed.
  - c. Existing corridors and streets where pedestrian mobility is severely limited.
5. Identification of local vs. regional routes and related needs.
6. Identification of needs, opportunities, and priorities in relation to ADA requirements, and the City’s ADA Transition Plan, currently working towards completion.
7. A prioritization plan based on needs, safety, resources, and other factors as appropriate.
8. Identification of opportunities to leverage resources to construct facilities such as:
  - a. Other infrastructure projects and/or redevelopment activities where bicycle and pedestrian needs may be addressed.
  - b. Collaboration opportunities with other stakeholders such as schools, neighboring communities, or other agencies.
  - c. Identification of grant programs or other potential resources to pursue.
9. A capital improvement plan (CIP) that lays out a long term strategy based on priorities and funding needs.
10. Public education needs and opportunities, including identification of non-infrastructure opportunities to improve mobility, such as Safe Routes to Schools and other potential resources.

More recent public input from stakeholders in the community has driven the need to revisit priorities, particularly in relation to overall public safety and mobility. The current plan in a general sense identifies needs within specific corridors, but the proposed improvements labeled (i.e., sidewalk, multi-use trail, shoulder, bike lane, etc.), may not necessarily be an appropriate or feasible investment based on the overall immediate context and/or future needs. In addition, the current

plan does not provide updated priority guidance and estimated costs, or proposed future scheduling. As an example, the pending opening of the various Gold Line Stations, changing travel patterns to and from community schools, parks, and other destinations, along with changing economic and demographics in the City may present many new opportunities as well as challenges.

The current plan was completed over a multi-year period (commencing as early as 2006) that included a long and extensive public process including community wide planning discussions. It is desired that a public process also be included in the Master Plan update. The consultant should therefore propose a recommended public process as part of the proposal, including details regarding the expected number and types of meetings, public notification methods and engagement, and the processing and utilization of public input into the plan. It is desired that the update be completed in eight months.

## **II. GENERAL SCOPE OF WORK**

### **A. Summary Project Description**

The Consultant will make available the necessary resources to support the City. The Consultant will provide consulting and professional services through its own forces or sub-consultants for other appropriate services. The Consultant will, under the general direction of the Project Supervisor or his/her designated representative, furnish experienced, professional personnel who shall function as if they were an extension of City staff, while nonetheless remaining exclusively the employees of the consultant, an independent contractor, or supply the necessary Services to supplement City staff as needed.

The purpose of this RFP is to contract with a qualified consulting firm to provide professional services related to completing this update. The consultant shall provide a recommended project schedule detailing specific tasks, timelines, and deliverables to accomplish the desired completion date. In addition, the proposal should include the costs for each of the tasks and the anticipated approach to complete the task.

In addition to the general scope of services described above, it is expected that a substantial amount of mapping and exhibits will need to be prepared as part of the plan update, including the following:

1. Origins & Destinations Mapping
  - a. Trail Access Points
  - b. Schools
  - c. Parks
  - d. Public Facilities
  - e. Transit Facilities
  - f. Major Commercial Areas
  - g. Major Employment Centers
  - h. High Density Residential
  - i. Regional Destinations
2. Regional Connections Mapping
  - a. Denver Routes
  - b. Lakewood Routes
  - c. Golden/JeffCo Routes
  - d. Arvada Routes
3. Information Management
  - a. Route Numbers (as applicable)
  - b. Signage
  - c. Mapping
4. Priorities
  - a. Local Destinations
  - b. Regional Destinations
5. ADA Related Requirements and Opportunities
6. Identification of Potential Funding Sources
  - a. Federal
  - b. State
  - c. County
  - d. Private

## B. Deliverables

The mapping deliverables shall conform to the Current City Datum. More information is available on the City website at [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us).

Currently the City has recognized the following applications as standard for City work and submissions:

|                       |                                      |
|-----------------------|--------------------------------------|
| Operating Environment | Microsoft Windows 7                  |
| Word Processing       | Microsoft Word 2010                  |
| Spreadsheet           | Microsoft Excel 2010                 |
| Database              | Microsoft Access 2010                |
| Project Management    | Microsoft Project 2010               |
| Presentations         | Microsoft PowerPoint 2010            |
| GIS                   | Arc Info Version 10.1 Service Pack 1 |
| Drafting              | AutoCAD 2015 / Civil 3D              |

At a minimum, the Plan should provide updates, revisions, and additions to the current plan (text, maps, and exhibits as needed) as follows:

1. Overall planning.
2. Existing facilities.
3. Recommended future facilities and prioritization.
4. Key Origins, Destinations, and areas anticipated to require multi-modal transportation options.
5. Regional connectivity needs and options.
6. Updates to the City's design standards as may be needed.
7. Implementation strategies and recommendations, including prioritization, and funding opportunities including leveraging with other agencies and/or projects.

A final bound document (in similar form to the existing document) is desired.

## C. City Provided Services

In order to maximize the funding for this project the City will provide the following services or data:

1. Fieldwork
2. Existing City Mapping
3. Existing City Documents
4. Coordination for Open House meetings

## III. SELECTION PROCESS AND EVALUATION CRITERIA

The selection committee may make a selection based on the proposals received, or may choose to "short list" prospective firms for further interviews. The selection process may involve two stages:

- 1) Written submittals will be evaluated and scored, based on qualifications, proven experience on similar projects (both the firm and the staff listed), and estimated fees presented.
- 2) Oral interviews with the highest-ranking firms, if requested.

The City will attempt to award a contract with the highest ranked firm following the interview stage.

Elements that will be considered by the City's selection panel when scoring your proposal:

### A. Submittal Requirements

#### **Submittal Due Date: March 31, 2016 by 4:00 PM (Local Time)**

Firms will be evaluated on their past experience for the type of work involved and their ability to address issues critical to the success of the project requirements. **Firms must also include a fee proposal in their submittal.** Submittals should be formatted to correspond exactly to the following information requirements. Clear and concise responses are appreciated. The total all-inclusive page limit is 75 pages letter size.

If you would like to incorporate the City marketing logo or City seal on your information, please contact Jayme McRimmon via email: [jmcrimmo@ci.wheatridge.co.us](mailto:jmcrimmo@ci.wheatridge.co.us).

The awarded firm must be willing to enter into an Agreement with the City of Wheat Ridge substantially in the form as attached. Submitting firms must indicate any exceptions they take to the schedule and any terms and conditions in the Sample Agreement, including the General, or Supplementary Conditions in their Request for Proposals submittal. The City, at their sole option, may accept or reject any proposed changes to the terms and conditions and also reserves the right to negotiate final contract terms and conditions which may differ from those contained in the Sample Agreement, General, or Supplementary Conditions.

Submit the following information in your proposal in this order, and follow the evaluation criteria listed below:

### **Signature Page, Forms, Insurance Requirements**

- a Complete and sign, "Proposer Information and Addendum Acknowledgement" aka Signature Page
- b Illegal Alien Form
- c Non-Discrimination Assurance Form
- d Non-Collusion Form
- d Provide a statement agreeing to provide and maintain insurance per the agreement requirements

### **B. Selection Process**

1. Screening Panel/Short List: Written proposals will be reviewed and scored and a short-list may be developed. Firms must submit a fee proposal in their submittal.

#### **A. Qualifications of the Firm (20%)**

- A.1 Include information on firm size, number of employees, years in business, location of working office and assurance of your financial stability.
- A.2 References: Include the name, current phone number and email of the owner's project manager for each project listed of similar size and scope. Provide total dollar amount, a brief summary of the work and dates of work performed. List any sub-consultants that have been used.
- A.3 Include any supplemental references or supplemental qualifications that may attest to the firm's current ability to provide the required services.
- A.5 Describe experience with projects for public clients. State familiarity with governmental decision-making and review process.
- A.6 Indicate familiarity with the project area.
- A.7 Provide a "Litigation Statement" of: No, Yes, or Pending litigation on any projects in the last five (5) years. If yes, explain.
- A.8 Provide a statement agreeing to provide and maintain insurance per the agreement requirements.

#### **B. Experience of Staff and Team (20%)**

- B.1 Identify the proposed project manager, key staff, and any sub-consultants; and their roles.
- B.2 Present a brief discussion regarding the experience and qualifications of the team working on similar projects together.
- B.3 Unique knowledge of key team members relating to this planning process.
- B.4 Describe individual experiences with the City or other government agencies.

#### **C. Approach (30%)**

- C.1 Detail approach to public outreach.
- C.2 Detail approach to manage the work to meet deadlines or an expedited schedule.
- C.3 Describe how the scope of work will be achieved.
- C.4 Demonstrate understanding of the technical requirements.
- C.5 Provide a list of what portion of the work, if any, will be subcontracted.
- C.6 Provide samples of items similar to those requested in this RFP, produced by the proposing firm.
- C.7 Describe customer service philosophy and approach towards client communication and reporting.

**D. Current Workload and Location (10%)**

- D.1 Provide information on current and projected workload for 2016 and how this project will be accomplished.
- D.2 Demonstrate ability to manage the required work to meet schedule based on workload.
- D.3 Describe where the program manager and any key team members will do the key work elements of this project (proximity of firm’s offices may affect coordination with City’s project manager and the project location).

**E. Estimated Fees (20%)**

- E.1 Provide breakdown of expected work scope, work items, and tasks.
- E.2 Provide listing of staff positions, personnel assigned to the project, estimated work hours, and hourly rates.
- E.3 Estimated billable expenses, including reimbursables.

- 2. Oral Interviews: If necessary, oral interviews will be conducted on April 18, 201, with no more than three individuals/firms in accordance to the schedule below.

Firms will be notified in writing of a selected firm, or a short list as decided by the selection panel. Key personnel from the firm who will be directly involved with the project should attend the interview. The interview panel will, in particular, be interested in knowing more about previous experiences, meeting deadlines, project approach and in conversing with the individuals who will act as the primary contacts. Be prepared to leave behind a preliminary schedule for the project. In the event a short list is determined and subsequent interviews are conducted, firms will be ranked after interviews are conducted, and the preliminary schedule will be included in the evaluation criteria.

**V. ANTICIPATED SCHEDULE OF EVENTS**

All times are local and by our clock.

|                            |                           |
|----------------------------|---------------------------|
| RFP Issued                 | March 7, 2016             |
| Questions Due              | March 18, 2016 by Noon    |
| Final Addendum             | March 23, 2016            |
| Proposal Due Date and Time | March 31, 2016 by 4:00 pm |
| Short List (as necessary)  | April 8, 2016             |
| Interviews (as necessary)  | April 18, 2016            |
| Negotiation of Contract    | April 29, 2016            |
| Start Date                 | May 16, 2016              |
| Completion Date            | December 30, 2016         |

**VI. ADMINISTRATIVE AND OFFEROR INFORMATION**

**1. SUBMITTAL OPENING, EVALUATION AND AWARD**

Proposals will be evaluated on the basis of the evaluation criteria. The firm selected for the award will be chosen on the basis of qualifications and the apparent greatest benefit to the City and not necessarily on the basis of lowest price. The City reserves the right to make multiple awards if deemed in the best interest of the City. No proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date.

**2. SALES & USE TAXES**

Do not include sales or use taxes in your bid. Please contact the Sales Tax Division for current status related to sales and use taxes for City projects.

**3. PROPOSER QUALIFICATIONS**

No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the City of Wheat Ridge, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City or that is deemed irresponsible or unreliable by the City. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid upon and that they have the necessary financial resources to provide the proposed supply/service called for as described in the attached Section II, Statement of Work.

4. **RIGHT TO INVESTIGATE**

The City reserves the right to investigate and confirm the proposer's financial responsibility. This may include financial statements, bank references and interviews with past consultants, employees and creditors. Unfavorable responses to these investigations are grounds for rejection of the submittal.

5. **NO COMMITMENT BY CITY OF WHEAT RIDGE**

This Request for Proposals does not commit the City of Wheat Ridge to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a submittal to this Request, or to procure or contract for services or supplies. In acceptance of proposals, the City of Wheat Ridge reserves the right to negotiate further with one or more of the proposers as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the City. This includes solicitation of a best and final offer from one or more of the proposers.

6. **PROPOSAL REPRESENTATION**

Each Proposer must sign the proposal with their usual signature and shall give their full business address on the form provided in this Proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

7. **ANTI COLLUSION CLAUSE**

No officer or employee of the City of Wheat Ridge, and no other public official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all City of Wheat Ridge contracts for this Service.

8. **INSURANCE**

The successful Proposer shall, during the term of this Agreement and until completion thereof, provide and maintain the following types and minimum insurance coverage as follows:

| <u>Type of Insurance</u>  | <u>Minimum Limits of Liability</u>   |
|---|--|
| Standard Workers' Compensation<br>Including Occupational Disease Coverage | Statutory in conformance<br>with the compensation<br>laws of the State of Colorado |
| Employer's Liability  | \$500,000 each person;<br>\$500,000 each accident;<br>\$500,000 each disease       |
| Comprehensive General Liability<br>Insurance                              | \$250,000 each person;<br>\$1,000,000 each occurrence                              |
| Professional Liability, Errors and Omissions                              | \$1,000,000 each occurrence  |

The successful Proposer shall affect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under this Agreement, successful Proposer shall deliver, to the City, Certificates of Insurance issued by the insurance company, and/or its duly authorized agents pertaining to the aforementioned insurance, and certifying that the policies stipulated above are in full force and effect.

All policies and/or Certificates of Insurance shall include the City of Wheat Ridge as an additional named insured, except for Workers Compensation and Professional Liability, Errors and Omissions.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

Workers' Compensation Insurance - The contractor shall provide workers' compensation insurance coverage for all persons employed to perform the work to be done under the contract and assure that all workers will receive the compensation for compensable injuries. A copy of the workers compensation policy is required to be submitted to the City as part of this Proposal.

Professional Liability Insurance - Evidence of Professional Liability Insurance will be required upon award of the project.

9. **LAWS AND REGULATIONS**

All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations shall apply to the award throughout and herein incorporated here by reference.

10. **SUBCONTRACTING**

No portion of this Proposal may be subcontracted without the prior written approval by the City.

11. **SALES PROHIBITED / CONFLICT OF INTEREST**

No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Wheat Ridge is prohibited.

12. **MODIFICATION OF AGREEMENT**

No modification of award shall be binding upon the City unless made in writing and signed by authorized agents of both parties.

13. **CANCELLATION**

Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

14. **TERMINATION OF AWARD FOR CAUSE**

If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Proposer shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Agency, become its property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished.

Notwithstanding the above, the successful Proposer shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Proposer and the City may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the City from the successful Proposer is determined.

15. **TERMINATION OF AWARD FOR CONVENIENCE**

The City may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.

16. **EQUAL OPPORTUNITY**

The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

It shall be a condition that any company, firm or corporation supplying goods or services, must be in compliance with the appropriate areas of the Americans With Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans With Disabilities Act may be required, upon request, by the City.

17. **DISADVANTAGED BUSINESS ENTERPRISES**

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. As a recipient of Federal funds, subject to United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, the City of Wheat Ridge and its responsible agents, contractors and consultants assure that no person shall on the grounds of race, color or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21.

18. **COMMON LANGUAGE**

Unless otherwise specified in this document, all words shall have a common language 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 in 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. The word "firm/bidder/proposer" means any person, partnership, corporation or other entity.

19. **PROPRIETARY INFORMATION**

The evaluation committee will hold information provided by Proposers during the RFQ process in confidence until the date of an award. After that date, proposals will become public record. Proposers may request parts of their proposals to remain confidential and shall indicate in the proposal and on the appropriate proprietary or financial pages. All information included in any Proposal that is of a proprietary nature must be **clearly** marked as such. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

20. **COMPETITIVENESS AND INTEGRITY**

The Purchasing Office maintains control of its internal and third party communications during the procurement process to prevent biased evaluations and compromises of confidential information and to preserve the competitiveness and integrity of such procurement efforts. Proposers should not disclose their pricing to any employees of the City other than the contact representative. Attempts by proposers to establish informal communication channels regarding this procurement will be viewed negatively and shall result in rejection of the offending firm's offer.

21. **PROPOSAL FORMAT**

All responses to this Request For Qualifications shall use the respondent's format except for those pages, which have blanks to be filled in by the respondent or those pages marked for return with proposal. A proposal can be rejected by the City if the firm fails to completely fill in all blanks for evaluation of the proposal or fails to answer all questions. Proposal should be submitted initially on the most favorable terms. All proposals shall be prepared in a comprehensive manner as to content; however, no necessity exists for expensive binders or promotional material. All costs, including travel and expenses incurred in the preparation of this proposal, shall be borne solely by the respondent.

22. **PROPOSAL REJECTION AND/OR PARTIAL ACCEPTANCE**

The City reserves the right to:

- reject any and all proposals
- accept other than the lowest price
- waive minor defects or technicalities, formalities and informalities
- accept in whole or in part such proposal where it is deemed advisable
- make an award on the basis of the apparent greatest benefit to the City
- alter the scope of work reasonably and RFP documents until a contract is executed

23. **GOVERNING LAW**

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

24. **TAXES AND LICENSES BY THE AWARDED CONTRACTOR**

Contractor shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to work which it performs under this agreement and shall take out and keep current all required

municipal, county, state or federal licenses required to perform this work. Contractor shall furnish the City upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Contractor shall promptly pay, when due, all bills, debts and obligations it incurs performing work under this agreement and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by the City.

25. **PROMPT PAYMENT DISCOUNTS**

In determining the most responsive priced proposal(s), the City will consider all acceptable proposals on a basis of the net price to be paid after deduction of the discount specified in the respective proposals. Prompt payment discounts allowing less than 10 days for the discount to apply shall not be considered as a cost factor in the evaluation of proposals. In connection with any prompt payment discount offered, time will be computed from date of receipt of a correct invoice to include the receipt and acceptance of performance.

26. **OWNERSHIP OF CONTRACT PRODUCTS**

All products produced from the awarded contract shall be the sole property of the City.

27. **FUNDING**

There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The Contractor is specifically advised of this Section 2-4 of the Code of Laws. This Contract is specifically subject to the provisions of said Code Section. Funding of this contract for any time period after January 1 of the year succeeding the date of entry of this contract is expressly contingent upon appropriations being made by the City Council of the City of Wheat Ridge, Colorado. No promise, expressed or implied, is made that such funding will be approved by the City Council, acting in its legislative discretion.

28. **INDEMNIFICATION**

The Consultant agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Consultant to provide services pursuant to the terms of this Agreement.

29. **INDEPENDENT CONTRACTOR**

The firm is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the firm to perform work under the terms of this RFP and any subsequent agreement shall be, and remain at all times, employees or agents of the firm for all purposes. The firm shall make no representation that it is the employee of the City for any purpose.

30. **DUE DILIGENCE**

Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. However the responsibility for determining the full extent to the exposure and the verification of all information shall rest solely with the proposer. The City is not responsible for any errors or omissions in the specification or for the failure on the part of the proposer in determining the full extent of exposure.

31. **DEBRIEFING**

Offerors not selected or placed on a short list may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon receipt of notification that another firm was selected. A debriefing may be scheduled with the Purchasing Agent.

32. **SECURITY ACCESS CARDS**

The City will issue security access cards to assigned workers. It will be the discretion of the City if the access cards are issued specifically for each worker or a guest card may be issued.

33. **SAMPLE AGREEMENT**

A sample agreement is provided for your review if your firm is awarded. Do not complete nor enclose with your proposal. It is for information only.

***THANK YOU FOR YOUR INTEREST IN DOING BUSINESS WITH THE CITY OF WHEAT RIDGE***

**CITY OF WHEAT RIDGE  
RFP-16-04  
2016 BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE  
CONSULTING SERVICES**

**PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT**

FEIN/SSN (Required) \_\_\_\_\_  
Federal I.D. Number

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_  
This is required. Must be in ink.

TYPED/PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_ EMAIL \_\_\_\_\_

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDUMS

**ACKNOWLEDGE ADDENDUM:** Bidder is responsible for confirming receipt of each addendum, please initial.

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_

INITIAL YOU REVIEWED EACH ADDENDUM FOR THIS PROJECT \_\_\_\_\_

VISA IS THE PREFERRED PAYMENT METHOD.

DO YOU ACCEPT VISA WITHOUT EXTRA FEES? \_\_\_\_\_

**POINT OF CONTACT:** Jennifer Nellis, Purchasing Agent, [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us) or fax 303-234-5924.

**DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE.**

Signature acknowledges that Proposer: 1) has read the bid documents thoroughly before submitting a proposal 2) will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions 3) is capable of performing quality work to achieve the City objectives and 4) is submitting without collusion with any other individual or firm. You must submit a proposal with an authorized signature.

***Bidder must complete and SUBMIT this form with your bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.***

**CITY OF WHEAT RIDGE, CO  
CERTIFICATION STATEMENT FOR  
ILLEGAL ALIENS, COMPLIANCE TO HB 1343**

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq.
2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
3. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BID NUMBER: \_\_\_\_\_

FIRM: \_\_\_\_\_  
(Print Full Legal Name)

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ Date: \_\_\_\_\_

Attestation: (A corporate attestation is required.)

BY: \_\_\_\_\_  
Corporate Secretary or Equivalent

Place corporate seal here, if applicable

***Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.***

**CITY OF WHEAT RIDGE, CO**  
**NON-DISCRIMINATION ASSURANCE FORM**  
**TITLE VI REGULATIONS AT 49 CFR PART 21**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

The bidder, whose name and signature appear below, certifies and agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: \_\_\_\_\_  
(Print full legal name of company)

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date Certified and Agreed: \_\_\_\_\_

Attestation: (A corporate attestation is required)

Place corporate seal below:

BY: \_\_\_\_\_  
Corporate Secretary or Equivalent

***Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.***



**RFP-16-04**  
**2016 BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE**  
**CONSULTING SERVICES**  
**SAMPLE AGREEMENT, FOR YOUR REVIEW ONLY**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and **FIRM, CITY, STATE**, hereinafter referred to as the "Consultant or Contractor".

**WITNESSETH**, that the City of Wheat Ridge and the Consultant agree as follows:

**ARTICLE 1 – SERVICES**

The Consultant shall serve as the City's Contractor and provide as a minimum all of the professional services required as per **RFP-16-04 2016 BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE CONSULTING SERVICES**, as more fully described in the Request for Proposals and Consultant's response to the RFP (Exhibit I) (attached hereto and) incorporated herein by reference.

**ARTICLE 2 – TERM**

The work to be performed under this Agreement shall commence promptly after receipt of a fully executed copy of this Agreement to the extent that the Consultant has been authorized to proceed by the City.

Completion shall be within \_\_\_\_\_ ( ) **CALENDAR DAYS** or by \_\_\_\_\_.

The City may upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Consultant, if needed.

The City hereby agrees to pay the Consultant the amounts required for additional work as deemed necessary at the unit prices set forth in the Consultant's proposal, with a total contract amount not to exceed \_\_\_\_\_, (**\$ \_\_\_\_\_**), in accordance to the provisions and subject to the conditions as set forth in this Agreement and the documents referred to above.

**ARTICLE 3 – PAYMENT AND FEE SCHEDULE**

It is understood and agreed by and between the parties hereto, that the City shall pay the Consultant for services rendered.

A. **Invoices by Task**

Invoices may be submitted monthly by the Consultant for services performed and expenses incurred pursuant to this Agreement during the prior month. The payment will be expedited by the User Department and processed as a VISA transaction within 2 business days of the City approval or the City may elect the alternative method of payment by the Treasurer's Office through proper accounting procedures. Payment is then made to the Contractor within thirty (30) days of the receipt. A check is mailed.

B. **Funding**

There is in effect within the City of Wheat Ridge, Colorado, a provision of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The contractor is specifically advised of the provisions of this portion of the Code of Laws of the City of Wheat Ridge, which was enacted pursuant to Ordinance 787, Series of 1989, and expressly incorporated herein. This contract is specifically subject to the provisions of said Ordinance and adopted Code Section.

**ARTICLE 4 – INDEPENDENT CONTRACTOR**

In performing the work under this Agreement, the Consultant acts as an independent contractor and is solely responsible for necessary and adequate worker’s compensation insurance, personal injury and property damage insurance, as well as errors and omissions insurance. The Consultant, as an independent contractor, is obligated to pay federal and state income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents or servants of the City because of the performance of any work by this agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the Contractor, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE 5 – INSURANCE**

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the City and received approval thereof, a certificate of insurance showing compliance with the following minimum types and coverage of insurance.

| Type of Insurance   | Minimum Limits of Liability  |
|---|--|
| Standard Workers' Compensation<br>Including Occupational Disease Coverage | Statutory in conformance<br>with the compensation<br>laws of the State of Colorado |
| Employer’s Liability  | \$500,000 each person;<br>\$500,000 each accident;<br>\$500,000 each disease       |
| Comprehensive General Liability<br>Insurance                              | \$250,000 each person;<br>\$1,000,000 each occurrence                              |
| Professional Liability, Errors and Omissions                              | \$1,000,000 each occurrence  |

All policies and/or Certificates of Insurance shall include the City of Wheat Ridge as an additional named insured, except for Workers Compensation and Professional Liability, Errors and Omissions.

Nothing herein shall be deemed or construed as a waiver of any of the protections to, which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

**ARTICLE 6 – INDEMNIFICATION**

The Contractor agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Contractor to provide services pursuant to the terms of this Agreement.

**ARTICLE 7 – CHANGE ORDERS OR EXTENSIONS**

The City may, from time to time, require changes in the scope of services of the Contractor to be performed herein. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, must be mutually agreed upon in writing by the City and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the Request for Qualifications, or if no provision exists, pursuant to the terms of the Change Order.

**ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their age, race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship., The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 9 – CHARTER, LAWS AND ORDINANCES**

The Contractor at all times during the performance of this Agreement, agrees to strictly adhere to all applicable Federal, State and Local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this Agreement.

**ARTICLE 10 – LAW AND VENUE**

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

**ARTICLE 11 – TERMINATION**

The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions including but not limited to re-procurement costs, insufficient or improper work.

The City and the Contractor agree that this Agreement may be canceled for cause, by either party with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.

The City may terminate the Agreement for its convenience upon thirty (30) days written notice. In the event of such termination, the Contractor will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior to payment for services rendered.

**ARTICLE 12 – NOTICES**

|                         | <b>City</b> | <b>Contractor</b> |
|-------------------------|-------------|-------------------|
| <b>Contact Name</b>     |             |                   |
| <b>Phone</b>            |             |                   |
| <b>Cell</b>             |             |                   |
| <b>Email address</b>    |             |                   |
| <b>Address</b>          |             |                   |
| <b>City, State, Zip</b> |             |                   |

**ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS**

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this Agreement, and the Contractor is responsible for all subcontracting arrangements and the delivery of services as set forth in this Agreement. The Contractor shall be responsible for the performance of any sub-contractor.

## **ARTICLE 14 – SEVERABILITY**

To the extent that the Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term or the same term upon subsequent breach.

## **ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS**

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the Contractor.

## **ARTICLE 16 – PROHIBITION ON EMPLOYING OR CONTRACTING WITH ILLEGAL ALIENS**

- A. The Contractor hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the “Programs”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.
- D. The Contractor is prohibited from using the Program’s procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

## **ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES**

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Consultants shall insert this provision in all sub-contracts for any work covered by this Agreement, so that it shall be binding upon each sub-consultant or sub-contractor providing labor or services.

## **ARTICLE 18 – AUTHORIZATION**

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein and to perform the duties and obligations described herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in **two** (2) copies, each of which shall be deemed an original on the day and year first written above.

**ATTEST:**

\_\_\_\_\_  
JANELLE SHAVER, CITY CLERK

\_\_\_\_\_  
DATE

(Seal)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
GERALD DAHL, CITY ATTORNEY

**ATTEST TO CONTRACTOR:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**OWNER**

**CITY OF WHEAT RIDGE  
7500 W 29<sup>TH</sup> AVENUE  
WHEAT RIDGE, CO 80033  
303-234-5900**

\_\_\_\_\_  
JOYCE JAY, MAYOR

**CONTRACTOR**

**FIRM  
ADDRESS  
CITY STATE**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

