

# **Request for Proposal**

Comprehensive Plan  
Project Number CPA-001226-2021



Town of Erie  
645 Holbrook Street  
Erie, Colorado 80516

March 12, 2021

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## Invitation to Propose

Electronic Proposals will be received by the Town of Erie (the "Town") through the Rocky Mountain E-Purchasing System ("RMEPS"), until **11:00 a.m.**, local time, **April 22, 2021** for the **Town of Erie Comprehensive Plan (CPA-001226-2021)**.

Proposals will be time-stamped by RMEPS upon receipt.

**Proposal Submittals: All bids must be submitted electronically using the portal at <https://www.bidnetdirect.com/colorado>.**

The required Proposal documents must be received in the RMEPS submission portal on or before the Proposal due date and time. **Hardcopy submittals will not be accepted.** It is the Bidder's sole responsibility to ensure all required Proposal documents are submitted through RMEPS by the submission deadline. RMEPS does not allow for uploading Proposal documents after the Proposal due date and time has closed.

Proposals will be time-stamped by RMEPS upon receipt. After uploading proposal documents, **Bidders must click the SUBMIT button.** The Town will not accept uploads that are "saved" but not "submitted". To verify that a Proposal has been submitted successfully, Bidders may contact BidNet Support or verify, via the Bid Management tab in Bidder's account, that the documents are not in "Draft" status. The Town does not have access to or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline at **800-835-4603**.

A brief summary of Work for which the Proposal is requested consists of:

The Town of Erie, Colorado requests proposals to lead the community in the preparation and adoption of an updated Comprehensive Plan. The Town seeks a qualified multidisciplinary firm or group of consultants that will strategically guide the creation of a community vision, growth and development policies, and implementation strategies that are sustainable and resilient. The Comprehensive Plan update will be a major revision of the Town of Erie Comprehensive Plan – 2015 Update with extensive community participation throughout the process. Final adoption of the Plan shall take place within 18 months of the agreed upon start date of work in the contract with the Town.

Request for Proposal documents will be available after **5:00 p.m.** on **March 12, 2021** and may be obtained from the RMEPS website at <https://www.bidnetdirect.com/colorado>. All questions related to this bid should be submitted through the RMEPS website by time **5:00 p.m.** local time, on **April 6, 2021**. All answers to questions received will be sent in a formal addendum (if needed), by **April 9, 2021**.

A virtual **pre-proposal** conference with representatives of prospective Bidders will be held at **11:00 a.m.**, local time, on **April 1, 2021** via Zoom. Information for this meeting will be sent to those listed as plan holders. Representatives of the Town will be present to discuss the Project. Prospective Bidders are invited to attend and present questions relative to this Proposal at this conference. Attendance at this meeting is not a requirement for presentation of a Proposal.

The Town assumes no responsibility for payment of any expenses incurred by any respondent to this Invitation to Propose.

The Town of Erie is an Equal Opportunity Employer.

Dated this date.

TOWN OF ERIE, COLORADO

### **Project Background and Description**

The Town of Erie is a full service community located in Boulder and Weld Counties. Erie's incorporated area is approximately 20 square miles and our planning area spans approximately 39 square miles extending from the north side of State Highway 52 south to State Highway 7, and between US 287 on the west and Interstate 25 on the east. Erie is a robust, growing community with a 2020 population estimate of 29,500. The Town of Erie has a rich coal mining history and over the years the Town has transformed into a dynamic, award winning community that draws growing families, young professionals, outdoor enthusiasts and active adults to our panoramic location along Colorado's Front Range.

The Town of Erie, Board of Trustees top priority in their 2021 Work Plan is a major update of the Comprehensive Plan to include the highest level of community engagement. The Planning Commission also fully supports the update. The current, Comprehensive Plan was originally adopted in 2005 and most recently was updated in 2015. When the 2005 Comprehensive Plan was adopted, the population of the Town was 10,418. The current population of the Town is 29,500 which almost triples the population from 2005. Due to the major social, economic and physical changes associated with fast paced growth, the Comprehensive Plan is due for a major update.

The update to the Comprehensive Plan will involve restructuring of the overall document to reevaluate the current assumptions and to enhance and add new topics, integrate adopted sub-area plans and master plans; and, provide land use mapping to portray a more detailed community vision. The Comprehensive Plan will also include a clear and detailed action plan that identifies the next steps the Town should take to implement the Comprehensive Plan vision, guiding principles, goals and policies in our Unified Development Code, other master plans and standards.

Both the Board of Trustees and the Planning Commission have expressed the need for

extensive and innovative community engagement that empowers our citizens, advisory boards, staff, development community, business community, and service providers to be stakeholders in the update process.

### **Project Manager Information**

The Project Manager for this project is Deborah Bachelder AICP, Planning Manager/Deputy Director of Planning & Development. All questions related to this bid shall be submitted through the RMEPS website by **5:00 p.m.** local time, on **April 6, 2021**. All answers to questions received will be sent in a formal addendum (if needed), by **April 9, 2021**. No phone calls will be accepted.

### **Scope of Work**

The awarded Contractor shall provide applicable services consisting of, but not limited to, the following (including a list of deliverables):

The update to the Comprehensive Plan will involve a restructuring of the overall document and land use mapping to better portray a more detailed community vision that is sustainable and resilient. The plan shall provide specific strategies to guide future growth, assist with the protection and appropriate use of the Town's resources and to guide the sound investment in community services and facilities.

The Town is looking for qualified professionals who will assemble an effective and creative strategy to preserve the qualities of the Town's past while addressing the issues and opportunities of the future. The consulting group shall be responsible for attending, presenting, facilitating, and recording all activities related to the Comprehensive Plan update. Current and future trends shall be analyzed and mapped by the consultants and community to shape the appropriate future strategic plan for the update.

The Comprehensive Plan shall provide all of the statutory requirements, including a 3-mile plan, and provide guidance on all of the elements found in our current Comprehensive Plan as well as providing more in depth guidance on the pressing issues that face our community today.

#### **Current Issues:**

- Land Use and Growth Management
  - Integrate existing Town Master Plans and Sub-Area Plan elements. Master Plans are available on the Town of Erie website Planning Division page <https://www.erieco.gov/111/Planning-Division>
  - The Town has several large land areas within Town that have not yet developed in which the Comprehensive Plan shall provide a more detailed plan into appropriate land uses and revenue opportunities for these areas. Land use areas of specific focus include:

- I-25 corridor
    - Erie Airport and undeveloped land to the north and west
  - Evaluate the historic Old Town/ County Line Road area to provide direction on appropriate redevelopment activities, historic preservation and design standard opportunities.
  - The Town recently expanded our industrial zone districts from one district to three districts in the Unified Development Code. The Comprehensive Plan Amendment shall provide direction on appropriate land uses for these 3 zoning categories and appropriate locations for these land use types.
  - Evaluate the Fiscal Impacts of Growth and Rate of Growth
- Housing and Neighborhoods
  - Emphasis should be given to evaluating the purpose and function of the various land use categories and the opportunities there may be for innovation in approach to support more diversification in neighborhoods.
  - Affordable and Diverse Housing
  - Balanced Mix of Housing Types
- Community Character
  - Maintaining Unique Community Heritage
  - Quality and Longevity of Development
  - Opportunities for art in public places.
  - Historic Preservation opportunities
- Public Facilities/Services
  - Water Supply/Capacity/Sustainability. Integrate water efficiency into the land use plan as provided by the Northwest Colorado Council of Governments (NCCOG).
  - Future Infrastructure Facility Needs. Provide outreach to service providers to identify major facility location/ expansion needs for facilities such as:
    - Public Works Facilities
    - Water Treatment Plant
    - Wastewater Treatment Plant
    - Waste; recycling; composting
    - Composting Facility
    - Utility Substations; Solar and other Renewable Energies
    - Schools
    - Fire/Emergency Response Stations
- Natural Resources and Environment
  - Balance of Mineral Rights (oil/gas extraction; coal mining) and Land Uses. Evaluation of appropriate setbacks of development to oil/gas facilities. Evaluation of plugged and abandoned wells.
  - Natural Hazards (mining subsidence, flood, drought, epidemics) provide mapping for those elements with a defined area.
  - Resource and View Protection
  - Protection of archaeological and cultural resources
- Sustainability, Resiliency and Scalability

- Social
  - Housing Affordability
  - Demographic changes;
  - Social/Racial Equalities;
  - Diversity;
  - Quality of Life;
  - Health;
  - Education.
- Economic
  - Land Use Implications for Long Term Revenues and Maintenance Responsibilities; Sustainability of revenues generated from existing and future land uses to meet the Town's long term financial goals for sustainability. Fiscal impact modeling opportunities;
  - Housing/Jobs Balance;
  - Vitality of Historic Old Town/Downtown.
- Environmental
  - Resource Management;
  - Recycling/Composting;
  - Energy Efficiencies;
  - Local Landfills and appropriate adjacent uses and setbacks.
- Regional Coordination, Growth, Trends and Commitments
  - Integrate current Intergovernmental Agreements and other jurisdictional agreements into the Comprehensive Plan.
  - Evaluate impacts of adjacent municipal and county plans.
  - Integration and coordination with Regional Master Plans
  - Integrate Regional Transportation Plans. The Town will provide contact information for the leads for the regional projects. Some of the plans include;
    - Highway 287 Bus Rapid Transit (BRT)
    - Highway 7 Bus Rapid Transit (BRT)
    - Highway 52 CDOT PEL
    - North Area Transportation Alliance
    - County Line Master Plan – Boulder County
    - DRCOG Master Plan
  - Coordination with Regional Agencies
  - Coordination with Special Districts (schools, fire, utilities)
  - Evaluate the Town's regional development potential for a sustainable economic future.
  - Coordination with home rule activities
- Future Trends and Innovations:
  - Employment;
  - Innovation Hub for R&D
  - Commercial;
  - Transportation;

- Regional Public Transportation;
- Unmanned Vehicles, Electric Vehicle needs
- Technological improvements related to Sustainability.

### **Required Tasks:**

Responding consultants are requested to prepare a detailed scope of proposed work for consideration by the Town. Consultants are encouraged to make creative recommendations concerning how to conduct these work activities. The scope of work will include, but will not be limited to, the following tasks:

1. Project Reconnaissance:
  - a. Meet with Town staff to review the scope of work and existing information available.
  - b. Conduct community visits and inventory physical conditions.
  - c. Review previously completed master plan and planning documents.
  - d. Meet with Community Engagement Partners to review project expectations.
2. Project Management by Consultant:
  - a. A single Project Manager, from the consulting group, will serve as the primary point of contact for the duration of the project.
  - b. The Project Manager shall prepare and submit progress reports and billing invoices.
  - c. The Project Manager shall maintain the project schedule with key milestones. They shall organize and coordinate meetings for review and provide status updates of various elements of the overall project.
  - d. The consulting group shall be responsible for presenting and facilitating at all meetings and outreach events, to provide all draft materials related to the Comprehensive Plan, and to provide attendance and meeting summaries.
  - e. Consultants will be responsible for capturing the process, outcomes and lessons learned; and, be the lead group facilitator to keep meeting agendas, summaries and progress reports that are shared with the community and Community Engagement Partners.
3. Project Initiation:
  - a. Participate in work sessions with Community Engagement Partners to identify and discuss key issues.
  - b. Community engagement must be a part of the project initiation. The Consultants shall survey and engage the community to identify and target key issues.
  - c. Refine prospective goals and objectives for both technical analysis and public involvement components.
4. Community Engagement:
  - a. Refine a robust public engagement process that outlines methods to



engage the public, encourage active participation, and foster an environment for idea-sharing. It is imperative that the consultant develop a public engagement process that can engage all segments of the community.

- b. The consultant shall coordinate with Town Engagement staff to provide a community involvement/engagement and marketing strategy. The campaign shall include an extensive interactive visioning session to obtain input from all sectors of the community. A social media component must be included.
  - c. The consulting groups shall provide the project marketing timeline and shall schedule the meetings, dates and times. The consultants shall also provide the content to be relayed to the stakeholders. The consultants will be responsible for facilitating and providing record of who engaged in the process and a summary of all outreach efforts to the Town so there is a record of all efforts.
  - d. The consultant shall prepare for and present for all community engagement activities, Community Engagement Partner meeting, Planning Commission and Board of Trustee study sessions and meetings.
5. Data Development and Analysis:
- a. The consultant shall prepare population, land use and economic studies of the community and prepare estimates, projections, and forecasts for five-, ten-, and twenty-year planning horizons.
6. Implementation and Strategies:
- a. The consultant shall prepare priorities, goals, and objectives and make recommendations for policies and strategies for plan implementation. The consultant should provide an analysis of potential funding mechanisms that can be utilized toward the investment of public and economic improvements, sustainability and resiliency.
  - b. Action Plan: For the Comprehensive Plan to be a successful strategic plan it shall provide actionable and measurable outcomes in the Action Items chapter of the Plan. It provides guidance on what Codes, Standards, Plans, and other documents may be necessary to implement the Comprehensive Plan. The Action Items shall include detailed direction on what elements within these documents need to be revised, updated or created.
7. Comprehensive Plan Documents:
- a. The consultant shall prepare drafts and a final document for the Comprehensive Plan complete with results, analyses, conclusions, and an action plan for approval by the Town. Preparation, presentation and publication of the documents shall be presented to the Planning Commission and the Board of Trustees for review and adoption.
  - b. The Comprehensive Plan shall provide all of the statutory requirements, including the 3-mile plan, and provide guidance on all of the elements found in our current Comprehensive Plan; as well as, providing more in

depth guidance on the pressing issues that face our community today as identified below.

- c. Document Format: The Comprehensive Plan will be comprised of both text and maps that will fit into an 8 ½" by 11" three ring binder format that lends itself to accommodate amendments. Maps shall be produced in a format of 24" by 36", with the capability of being legibly reduced to 11" by 17" for inclusion into the binder. The consultant should deliver the drafts and final documents in electronic formats that allow easy reproduction and direct web readiness. The documents shall be provided to the Town in a PDF and a Word document format. The maps shall be provided to the Town in a PDF and Shapefile or File Geodatabase with the data used to create the map.

### **Budget:**

The Town is searching for a competitive and cost efficient proposal from qualified teams, interested in carrying out a Comprehensive Plan for the Town of Erie, Colorado. The Comprehensive Plan has a maximum budget of \$400,000.00 all inclusive.

### **Consulting Group:**

For the approved budget, the expectation is high that the proposal will include a diverse team of professionals that can deftly address the Town issues. There must be clear leadership within the group of professionals so that the Town can be assured that there is one primary point of contact from the consulting group that will coordinating sub-consultants, community outreach, draft documents and correspondence with the Town. The Town has limited staff resources and will depend on the consulting group chosen to take the lead throughout the process. Key Town staff members will be available to collaborate with the consultants for coordination of meetings and community outreach.

### **Community Engagement**

The consultants shall implement the process for updating the Town's Comprehensive Plan and community outreach including, but not limited to, the following elements:

#### Community Outreach:

Erie's current Comprehensive Plan has become outdated in dealing with current issues related to a growing community. It is the Town's desire that there be significant and meaningful community participation in preparation of the plan and that the community outreach process includes substantial opportunities for citizen participation from the initiation of the project to the adoption of the plan.

The backbone of the Comprehensive Plan update must be effective community outreach

that is adventurous and bold. The Town now has a much more diverse population of citizens, business owners and developers and the consulting group must provide effective and unique ways in which to engage the community in the creation of the Comprehensive Plan. The engagement plan shall be included in the proposed project schedule.

A well thought-out community involvement process, facilitated by the consultants, is an essential part of this project, and it needs to include opportunities to identify issues, concerns and opportunities as well as discussion and consensus building around the proposed land use alternatives and issues. The consultant needs to propose an effective process and be willing to accept input from the community regarding this process before locking into a specific approach. Flexibility needs to be built into the process and the ability to adapt to various unforeseen issues and circumstances that may arise during the course of the project. Additionally, this will be a long process, up to 18 months, and it is critical that the consultants provide ways to keep the interest and enthusiasm of the community and working groups.

The Town has a population of citizens that do participate in engagement efforts that the Town has pursued previously; however, people have diverse ways in which they prefer to engage so the request for proposal should also address this diversity of preferences so that the Comprehensive Plan outreach process can be most inclusive. In the proposal, explain how will you reach out to the overall community as well as the subgroups in our community such as; people of color; low income residents; seniors; youth, teens, 20 somethings, business owners, the development community, the oil and gas industry, landfill representatives, service providers, etc.

The Town Engagement staff will collaborate with the consultants on marketing strategies. The Town's Engagement Department has many platforms that the consulting group can utilize for communication with the community that include:

- Town Website
- Erie Government Television
- Monthly newsletter distributed with utility bill
- Engage Erie – Bang the Table
- Erie Submit app- Accela
- Notify Me - voluntary email notification system
- Social Media pages: Facebook; Instagram; LinkedIn; Nextdoor; Twitter; YouTube
- On line surveys - Polco

The Town has traditionally used engagement tools such as in person meetings, charrettes, workshops, and special events that are not currently allowed during the pandemic. The proposal shall include creative ideas for reaching out to the public during the pandemic. Flexibility will be a key element for outreach to allow for the transition out of the pandemic to in person engagement as permitted.

The proposal should identify the platforms and tools, and the timelines the consulting group proposes to use for community engagement. Community engagement shall be required in the early stages of the project to identify the community's priority of issues to address. The Town will be looking to the consultant to propose the appropriate number of meetings and the schedule associated with them for community engagement and on-going work with the Community Engagement Partners listed below.

### Community Engagement Partners

A Project Management Team (PMT) shall be created that will include the Town's project manager and the consulting group selected. This group is responsible for overseeing the Comprehensive Plan amendment process and taking the final draft through the hearing process to adoption.

The Town will create a Technical Advisory Committee (TAC) composed of Town staff from key Departments to be active participants in reviewing the Comprehensive Plan and providing professional advice to the PMT. The proposed timeline should provide proposed meeting dates that the TAC would have involvement in the process.

The Town will also create a Project Advisory Committee (PAC) to provide direction and guidance to the PMT throughout the Comprehensive Plan process. The PAC will be composed of Town citizens that serve on our Town Board of Trustees, Planning Commission, Advisory Committees, as well as Business and Development representatives. The proposed timeline should provide proposed meeting dates that the TAC would have involvement in the process. Below is a list of the PAC membership:

- Board of Trustees (2)
- Planning Commission (2)
- Historic Preservation Advisory Board
- Open Space & Trails Advisory Board
- Sustainability Advisory Board
- Tree Board
- Airport Economic Development Advisory Board
- Diversity, Equity, and Inclusion Advisory Board
- Business Representatives
- Development Representative
- County Citizen

During the Comprehensive Plan update process, the consulting group shall hold a minimum of 2 study sessions with the entire Planning Commission (7 members) and Board of Trustees (7 members) to review interim drafts of the Comprehensive Plan. Additionally, the consultant will present the final draft of the Comprehensive Plan at public hearings for adoption of the Plan and provide updates if required in the hearing. The timeline should include the dates proposed to hold these study sessions and hearings.

Small sub-group meetings/activities will be warranted to coordinate with the business community, development representatives, local service providers, regional partners, etc.

### **Submittal and Evaluation Criteria**

All Bids shall be submitted via the RMEPS website by the Bidder and must include the Bidder's contact name, business name, address and telephone number. Bids by partnerships must be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. A complete list of partners must be included with the bid. Bids by a corporation must be signed in the official corporate name, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation, and shall display the corporate seal. Corporations must designate the state in which they are incorporated, the address of their principal office, and the name and address of their agent for service of process. All Bids must be submitted electronically using the portal at <https://www.bidnetdirect.com/colorado>.

Please Note: Addenda may be issued for this ITB and will be posted online at <https://www.bidnetdirect.com/colorado>. Bidders shall ensure all addenda issued are acknowledged and responses thereto submitted along with the required Bid Documents. Failure to submit such responses may result in disqualification of the respective Bid.

The RMPES website offers both "free" and "paying" registration options that allow for full access of the Town's documents and for electronic submission. (Note: "free" registration may take up to 24 hours to process. Please plan accordingly.)

The Town does not guarantee accurate information obtained from sources other than RMEPS.

In order to simplify the review process and obtain the maximum degree of comparability, the proposal must follow the outline described below, and at a minimum, contain the required information. Respondents are encouraged to include additional relevant information. Respondents must also include a signature page with company name, address, phone number, contact name, authorized signature and date.

#### **Work Plan and Project Approach**

1. Approach demonstrates an understanding the unique elements of the project.
2. Rational and organized approach to analyzing and solving key issues.
3. Proposed work plan provides detailed description of the specific tasks.
4. Consultant team members and community engagement partners assigned to lead and participate in specific tasks, milestones and decisions clearly defined in a RACI (Responsible, Accountable, Consulted, Informed) chart.
5. Recommended tasks not identified in the RFP are clearly explained and

considered necessary.

6. Flexibility in approach does not affect timeline or budget.
7. Adequate quality of control for: document accuracy, staying on schedule, staying on budget, and fulfilling tasks is provided.

#### Community Engagement

1. Community engagement process is clearly defined.
2. Scheduling of community engagement is effective.
3. Community engagement partner's roles are clearly defined in the work tasks and scheduling.
4. Appropriate approaches are proposed to engage a broad spectrum of the community.
5. Appropriate approaches are proposed to engage specific sub-groups.
6. Creativity and variety of community outreach approaches are provided.

#### Schedule

1. Project schedule identifies task target start date and duration.
2. Project schedule meets Town timeline for adoption of the plan.
3. Actionable milestones with identifiable deliverables to be completed are identified by date on a schedule.

#### Relevant Experience

1. Similar projects successfully completed by lead consultant and the sub-consultants that had direct experience. Include the referenced project Name, a brief description, if the project was completed on time and a reference name and contact information.
2. Experience of team members that have worked together on previous projects. Projects detailed and relevant.
3. List of clients (2-5) for whom similar work has been done. Include contact name and phone number

#### Qualifications

1. Complete list of project team and qualifications is provided.
2. Individual team member assignments are clearly defined.
3. Lead firm and project manager identified.
4. Organizational chart is provided showing the relationship of each team member to the lead firm; included are contact name, phone number, email address, and mailing address.
5. An estimate of the time each team member will devote to the project is provided.
6. Team members qualified to perform all aspects of the project. Team members are identified that have specific areas of expertise needed to prepare the comprehensive plan such as: land use planning, population and employment projections, regional and local market

analysis, fiscal impact analysis, sustainability and resiliency, infrastructure, transportation, natural resources, natural hazards, housing affordability/diversity, oil/gas industry, and community facilitation.

7. Company resources to complete the project and adequate support staff and production capabilities are available.

#### Fees

The proposal shall include a fee proposal with the following information in a **separate sealed envelope as noted on the website:**

1. A not-to-exceed fee for each phase of the Scope of Work
2. Man-hour allocation and the dollar value of the time for each phase of the Scope of Work. A subtotal of man-hours and fees for each phase and category shall be provided
3. All anticipated expense items
4. An hourly rate fee schedule.

#### Selection Process

The Town's selection committee will evaluate all proposals received based on qualifications and approach. Upon review, the committee will prepare a short-list of companies who will move forward to interviews with the Planning Commission, Board of Trustees and TAC members who will evaluate the consultant groups based on the qualifications and approaches presented in their proposal and presentation. The presentation will be held virtually. Sealed proposals will be evaluated for those short-listed companies and negotiations (if necessary) will begin with the chosen Contractor.

**The attached sample Professional Services Agreement will be used by the Town as the contract document for the work. By submitting a Proposal, you accept the terms of this Agreement as stated. Any deviations from this Agreement must be requested in your submitted Proposal.**

#### Selection and Performance Schedule

The following is the anticipated schedule of events for the RFP process:

Request For Proposal Available	March 10, 2021
Preproposal Meeting	April 1, 2021
Last Day For Questions	April 6, 2021
Final Addendum (if needed)	April 9, 2021
Proposals Due	April 22, 2021
Selection for Interviews	May 3, 2021
Interviews with Planning Commission, Board of Trustees and TAC	May 18, 2021
Contract Negotiation Begin	May 24, 2021
Signed Contract Due	June 8, 2021

Anticipated Approval of Contract  
Anticipated Completion Date

June 22, 2021  
18 months from date of contract

Please note that the Town of Erie has submitted an application for a DOLA Grant. If the Town is awarded the grant, DOLA stipulates that work cannot commence on the project until the grant contract is executed by the Town and DOLA. Notice of award of the grant is announced in May with final contracts typically executed mid-summer. If the Town is awarded the DOLA Grant, the Agreement for Professionals Services with the consulting group selected by the Town will include the start date requirement.



## **Agreement For Professional Services**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516, (the "Town"), and \_\_\_\_\_, an independent contractor with a principal place of business at \_\_\_\_\_, Colorado \_\_\_\_\_ ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. SCOPE OF SERVICES**

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: Project Name (Number).

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

### **II. TERM AND TERMINATION**

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days' advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

### **III. COMPENSATION**

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$\_\_\_\_\_. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

### **IV. PROFESSIONAL RESPONSIBILITY**

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

## **V. OWNERSHIP**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

## **VI. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

## **VII. INSURANCE**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled,

terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

### **VIII. INDEMNIFICATION**

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

### **IX. ILLEGAL ALIENS**

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

**X. MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes,

riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF ERIE, COLORADO**

\_\_\_\_\_  
Jennifer Carroll, Mayor

ATTEST:

\_\_\_\_\_  
Heidi Leatherwood, Town Clerk

**CONTRACTOR**

By: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public

## NO EMPLOYEE AFFIDAVIT

***[To be completed only if Contractor has no employees]***

### **1. Check and complete one:**

☐ I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Erie (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

### **2. Check one.**

☐ I am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## DEPARTMENT PROGRAM AFFIDAVIT

***[To be completed only if Contractor participates in the  
Department of Labor Lawful Presence Verification Program]***

I, \_\_\_\_\_, as a public contractor under contract with the Town of Erie (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public

## **EXHIBIT A SCOPE OF SERVICES**

### Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall
- Contractor shall
- Contractor shall

### Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

-