

TOWN OF GILCREST, COLORADO

**REQUEST FOR PROPOSALS
FOR ENGINEERING SERVICES**

GENERAL ENGINEERING SERVICES

April, 2018

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I. OVERVIEW OF PROJECT

This request for Proposal is for general engineering services on an as needed basis.

II. REQUIRED QUALIFICATIONS

All firms submitting a proposal must be Professional Engineering firms, with at least one principal engineer a resident and registered Professional Engineer of the State of Colorado. The consulting firm shall agree not to hire, discharge, promote, demote or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, religion, creed, color, sex, national origin, ancestry, or physical or mental disability.

All firms submitting a proposal must have experience representing small municipalities within the State of Colorado.

III. CONTRACTING PROCESS

The Town of Gilcrest shall be the Owner. The Owner’s Project Manager is the Gilcrest Town Administrator.

The Owner reserves the right to reject or accept any or all proposals or waive any formalities, informalities, or information therein.

The Owner will award this contract based on review of, and the merits of, the proposals received. Evaluation of the proposals will be based upon the following criteria.

- Prior experience representing Colorado municipalities
- Ability to adhere to the terms of the standard contract included in Section IX, as amended by proposed special provisions presented in the Consultant’s proposal.
- Detailed description of approach to provision of general engineering services to the Town of Gilcrest.
- Engineering fee schedule.

IV. PROJECT PROCESS AND SCHEDULE

- A. RFP issued.....April 02, 2018
- B. Proposals due at Town Clerk’s Office at 3:00 pm.....April 20, 2018

C. Review complete and Award of Contract by Town Board.....May 01, 2018

V. METHOD OF SUBMITTAL

Proposals shall be submitted in bound form, with ten (10) identical copies each. All copies shall be submitted, marked “*Proposal for General Engineering Services*”:

Shipping Address

Mailing Address

Town Clerk
Town of Gilcrest
304 8th Street
Gilcrest, CO 80623

Town Clerk
Town of Gilcrest
P.O. Box 128
Gilcrest, CO 80623

Submittals must be received prior to 3:00 pm on Friday, April 20, 2018.

All Proposals submitted shall become the property of the Town of Gilcrest and will become public record.

VI. FORM OF PROPOSAL

The Consultant’s proposal must respond to the Scope of Services detailed in Section VII of this RFP.

The proposal shall include the following items in the order listed herein:

- A. Cover letter indicating interest in submitting a proposal.
- B. Detailed Approach: The attached scope of services details what the Town staff believes is necessary for inclusion in “general engineering” services. The Consultant must comment on the elements included in the proposed scope of services. The selection team will review the Consultant’s approach to ascertain the Consultant’s understanding of the town’s needs, to assure that a proper effort will be devoted to the elements included in the “scope”, and to entertain the Consultant’s special perspectives on approach, techniques, and work efforts.
- C. Fee: The Consultant shall complete Fee Proposal Table 1 and incorporate it into the proposal. Any additional scope items recommended by the Consultant should be listed separately.

- D. The Consultant shall list five (5) client references.
- E. **Standard Contract:** The Consultant shall review the standard contract and state a willingness to enter into this contract, subject to amendments necessary for the firm to comply with the proposal and listed as “Proposed Special provisions to the Town of Gilcrest Standard Contract.” **Specific statements** must be made concerning contract issues. General statements such as “... in general agrees with all contractual provisions...” “...have identified some minor items to resolve...”, “...do not anticipate any difficulty in negotiating these issues...” are not considered acceptable responses. All contractual issues must be clearly identified in this portion of the proposal. Failure to do so may result in cancellation of contract award. The Consultant will be judged upon the thoroughness of review of the standard contract and the specificity of comments and changes. The scope of services of the standard contract is not subject to negotiations.

VII. SCOPE OF SERVICES

The project will include the following scope of services:

- Attend meetings of the Board of Trustees as needed, meet with Town Staff, public officials, developers, contractors, and the general public as requested.
- Periodically provide reports on activities and status of work completed on engineering and development projects.
- Provide general engineering advice and consultation in connection with problems in the water system, wastewater system, streets, drainage, and traffic.
- Provide technical advice to Town’s personnel as requested by the Town Administrator.
- Advise Town as to engineering and construction financing through grants and low interest loans available and prepare and initiate applications for such funding when directed.
- Establish working relationships with other public and private utilities and agencies involving engineering matters affecting the Town.
- Review proposed developments as well as proposed annexation requests and make recommendations as to engineering matters and cost benefit analysis. Establish cost estimates and recommend amounts of letters of credit as appropriate.
- Provide such necessary and related functions as are normal practice of the Town in the engineering review of private developments.

- As requested by the Town, provide construction administration, surveying, staking, and field observation services on special projects.

Please note any inclusions/exclusions to the above “scope”.

VIII. MEETINGS

The services will require the Consultant to attend Planning Commission and Board of Trustees meeting and other community meetings as needed.

IX. FEE PROPOSAL

The fee schedule shall be based upon average hourly rates for the employee classifications noted.

The Consultant shall complete the following table and insert it in the Proposal Document as indicated in Section VI. Table 1 is a statement of billing rates. If the Consultant has identified additional tasks in his proposal, these should be incorporated into a separate table (Table 2).

Specific instructions are:

- A. Table 1. Average billing rate by classification shall be provided. We recognize that there may be different billing rates within a classification. The Consultant shall make the best approximation of this billing rate based upon the specific rates of personnel expected to be assigned to the various aspects of the “scope”. The billing rate shall include overhead cost. Key personal to be considered as “senior professionals” and “professionals” shall be listed in Table 1.

X. TABLE 1

Average Hourly Billing Rates (\$/hr.)

Project Manager	(PM)	_____
Project Engineer	(PE)	_____

Engineering Tech	(ET)	_____
Cadd Technician	(CT)	_____
Clerical	(C)	_____
Travel Time	(TR)	_____
Mileage	(MI)	_____

- List of key staff considered as “senior professionals”:

- List of key staff considered as “professionals”:

Note: Please note the professional discipline of each category above.

Other classifications may be included and all individual rates shall be provided prior to any billings.

XII. STANDARD CONTRACT

The written agreement between the successful CONSULTANT and the TOWN will be in the following form. It must be examined by the CONSULTANT, and his proposal must state his willingness to enter into this agreement along with any special provisions he wishes to propose to amend the text.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the between the Town of Gilcrest, a Colorado statutory municipality (the "Town"), and _____ (the "Consultant").

RECITALS:

A. The Town requires professional services as more particularly described in **Exhibit A** which is attached hereto and incorporated herein by this reference (the "Project").

B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the Town, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. TOWN'S OBLIGATIONS/CONFIDENTIALITY

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No Project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The Town acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the Town upon completion of the services. Any reuse of the Consultant's documents is at the Town's own risk.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the Town shall make payment in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Consultant shall commence work upon the issuance by the Town of a Notice to Proceed. The Project shall be completed in accordance with the timeline set forth in **Exhibit C**, attached hereto and incorporated herein by this reference.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute a material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant 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 shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant 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.

B. The services performed by Consultant 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 services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports, and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall 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, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The Town cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Town, its Board, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's

compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the Town, its Board, its officers, agents and employees from damages resulting from the negligence of the Town's Board, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its Board, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the Town for the negligent acts of the Town, its Board, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Town, its Board, officials, officers, directors, agents and employees, the Town shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the Town, its Board, officials, officers, directors, agents and employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX. Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain, during the life of this Agreement, for itself and any subconsultant, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX. Indemnification, above. In the case of a claims-made policy,

the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Consultant requires a subconsultant to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Consultant, as determined by the Town Administrator.

1. Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease-policy limit, and Five Hundred Thousand Dollars (\$500,000) disease-each employee. If any work on the Project is sublet, the Consultant shall require each of its subconsultants to provide similar coverage for all of the subconsultant's employees to be engaged in such work, except as otherwise determined by the Risk Manager. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

2. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, including the Town's property during the policy period. The policy shall contain a severability of interests provision.

3. Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.

4. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence, and One Million Dollars (\$1,000,000) aggregate with respect to each of the Consultant's owned, hired, and nonowned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

5. The policy required by Paragraph 2. above shall be endorsed to include the Town, its officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Workers' Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 2. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

6. The certificate of insurance provided by the Consultant shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. The completed certificate of insurance shall be sent to:

Town of Gilcrest
Attn: Town Administrator
303 8th Street
Box 128
Gilcrest, CO 80623

7. It is the affirmative obligation of the Consultant to notify the Town, as provided in this Agreement, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

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

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

10. The parties hereto understand and agree that the Town, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person, and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to THE TOWN, its officers or its employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate upon the Town's providing Consultant with seven (7) days' advance written notice. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

XIV. 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 the County of Weld, State of Colorado.

XV. INDEPENDENT CONTRACTOR

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

XVI. 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.

XVII. NONDISCRIMINATION

Consultant will take affirmative action to not discriminate against any employee, applicant or subconsultant for employment because of race, creed, color, national origin, sex or handicap, if otherwise qualified.

XVIII. ENTIRE AGREEMENT

This Agreement, and the attached Exhibits A, B, C, and D is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XIX. NOTICE

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Town: Town of Gilcrest
 Attn: Town Administrator
 303 8th Street
 Box 128
 Gilcrest, CO 80623

Consultant:

XX. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit D** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first written above.

TOWN OF GILCREST, COLORADO

By: _____
 Jeff Nelson, Mayor

ATTEST:

Gail Odenbaugh, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

CONSULTANT:

By: _____
Name/Title: _____

ATTEST:

By: _____
Title: _____

EXHIBIT A

Scope of Services

EXHIBIT B

Compensation

The total amount of compensation will not exceed the rate for individuals that will be involved in this work. The respective billing rates are:

EXHIBIT C

Timeline

Not Applicable

Exhibit D
I. Special Provisions Required by HB 1343

A. Certification. By entering into this Agreement, Contractor hereby confirms that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor who 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. Confirmation.

1. Contractor has confirmed or attempted to confirm through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot 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, Contractor shall:

i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that 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.

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.