



Request for Proposal

District Website ADA and WCAG Compliance Update

Proposal Release Date

July 22, 2024

Proposal Due Date

August 14, 2024

District Contact

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Capital Program Manager

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**Castle Pines Metro District
Request for Sealed Proposals (RFP) for
District Website ADA and WCAG Compliance Update**

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Castle Pines Metro District

Request for Sealed Proposals (RFP) for Water Treatment Plant 2 Expansion Request for Proposal

1. INTRODUCTION

1.1. GENERAL INTRODUCTION

This document serves as a Request for Proposal (RFP) from Castle Pines Metro District (CPMD) to solicit proposals from qualified vendors for the update of the District's website, www.castlepinesmetro.com. The website update must comply with ADA and WCAG 2.1 level AA standards.

By submitting a Proposal, the Consultant agrees that if selected for negotiations, it shall enter into good faith negotiations, and upon having negotiated mutual agreement as to the final terms and conditions following negotiations, it shall enter into an agreement, substantially in the form included in the appendix of this RFP. The criteria by which the District will evaluate and rank Proposals to determine the selected Consultant with which the District will initiate negotiations are set forth in Section 4.2.2 of this RFP. The District reserves the right to suspend negotiations and initiate negotiations with the next highest ranked Consultant should the District determine that the negotiations are unsuccessful with the highest ranked Consultant.

This RFP is being issued through the Rocky Mountain Bid System (Bid-Net). Proposals must be submitted and received by the District on Bid-Net by the following, date, and time:

August 14, 2024
2:00 p.m. MT

1.2. PROJECT OBJECTIVES & GOALS

The District is seeking Consultants for the Project to meet specific objectives and goals:

- **Teamwork & Partnership:** The District seeks to find a collaborative partner who is passionate about delivering a top-notch solution that aligns with our goals and expectations. The District values client service and collaboration over project experience. It has been our experience on past projects that some engineering consultants tend to prioritize larger clients, and we aim to avoid such a preference on this project.
 - **Compliance:** The purpose of this project is to be in compliance with ADA and WCAG 2.1 level AA standards so as to meet the requirements set forth in Colorado House Bill 21-1110 (https://leg.colorado.gov/sites/default/files/2021a_1110_signed.pdf)
-

1.3. ORGANIZATION OF THIS RFP

This RFP is organized as follows:

- **RFP Text** – Provides background information related to the District; describes the general scope of the Project; describes the overall procurement process; and sets forth Proposal evaluation factors and their relative weights.
- **Appendices** – Includes a copy of the standard CPMD contract agreement.

2. GENERAL BACKGROUND INFORMATION

The Castle Pines Metro District is a Colorado Special District that provides water, wastewater collections, operation and maintenance of street infrastructure, and storm drainage services to approximately 5,000 residents in The Village at Castle Pines (Village). Founded in 1980 as an exceptional residential community, the Village has always prioritized high standards and quality of service to its community.

3. SCOPE OF WORK

CPMD is soliciting proposals from qualified vendors for the compliance update of its website (located at www.castlepinesmetro.com) to meet the requirements of Colorado House Bill 21-1110. The scope of this effort will be as follows:

- **Accessibility Standards** - The website must comply with ADA standards and WCAG 2.1 Level A guidelines.
- **Testing** - Conduct accessibility testing to ensure compliance and provide documentation of the results.
- **Usability Enhancements** - Implement features such as screen reader compatibility, keyboard navigation, and alternative text for images as required to reach compliance.

4. PROCUREMENT PROCESS

4.1. PROCUREMENT PROCESS AND PROJECT IMPLEMENTATION

A summary schedule of the upcoming major activities associated with this process is presented below. Dates shown in this schedule are target dates only; the District reserves the right to alter this schedule. If the Consultant requires alterations to the schedule those alterations shall be included with the proposal for consideration by the District.

APPROXIMATE ACTIVITY SCHEDULE

| | |
|---|-----------------|
| Issue Request for Proposals | July 22, 2024 |
| Final Date to Submit Requests for Clarification | August 2, 2024 |
| Proposal Due Date | August 14, 2024 |

REQUESTS FOR CLARIFICATION

Requests for Clarification of any topics in this RFP shall be emailed to Evan Person. (eperson@castlepinesmetro.com)

Requests for Clarification must be received no later than August 2, 2024, at 2:00 p.m MST. Interpretation or modification of this RFP document will be done by addenda only. Oral responses and interpretations or modification given by other methods are not binding. Addenda and other documents will be emailed to the primary point of contact of each Consultant.

4.2. PROPOSAL EVALUATION AND SELECTION

4.2.1. EVALUATION PROCESS OVERVIEW

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

A Selection Team will evaluate all proposals. Proposals shall be evaluated based on the Evaluation Criteria noted herein. The District reserves the right to request additional information from any respondent after the submission deadline as necessary to complete the evaluation process. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the District, and not necessarily on the basis of lowest price. The result of the evaluation will be a recommendation for the Consultant with which to initiate negotiations.

4.2.2. EVALUATION CRITERIA

Consultants will be evaluated based on their exhibited understanding and familiarity of the project issues as demonstrated by the Consultant's unique perspective and presentation on the proposed strategies, approach, team structure, experience/expertise, and fee/schedule. The District is anticipating holding in-person interviews as part of the selection process for this project. The Consultant that is ranked the highest will represent the most qualified for the District. The Selection Team will consider all criteria in performing a comprehensive evaluation of the proposal.

- Project Understanding (30%) – The firm's understanding of the project scope and the District's objectives, as well as an understanding of the work to be performed.
- Qualifications (40%) – The firm's expertise and professional qualifications with similar work. The individual project team member's qualifications and experiences with similar work. Results of the reference checks and past performance for other clients.

- Cost Effectiveness (15%) – Proposed fee to complete the identified work.
- Schedule (15%) – High-level schedule that identifies the implementation timeline.

4.2.3. REFERENCE CHECKS

The Selection Team will verify experience and qualifications, including verification of quality on past projects, through interviews.

4.2.4. DISTRICT REQUESTS FOR CLARIFICATION OR RESUBMISSIONS

At its sole discretion, the Selection Team may ask written questions of Consultants, seek written clarifications, conduct in-person or telephone discussions on Proposals with Consultants, and solicit updated Proposals during the evaluation and selection process.

4.3. OTHER PROCUREMENT REQUIREMENTS

4.3.1. WORK FOR HIRE

Regardless of whether the District awards an agreement, the Proposals submitted pursuant to this RFP, including the data, information, concepts, and ideas contained therein, shall be “works made for hire,” and the District shall have the right to use the Proposals for the purposes of the District in any manner or combination it so elects, without notice to or the consent of the Consultant(s). Such “purposes” do not include the publication, distribution, or sale of such proposals to third parties not employed by or under contract to the District, except in connection with Requests for Proposals to perform consulting services on behalf of the District. Notwithstanding the foregoing, the District agrees that any use of such Proposal(s) by the District without the Consultant’s verification or adaptation for the specific purpose intended shall be at the sole risk of the District.

4.3.2. CONSULTANT RESPONSIBILITY FOR PROPOSAL COST

District is not liable for any costs incurred by any Consultant associated with the preparation of a proposal or the negotiation of an agreement for services prior to the issuing of the agreement.

4.3.3. SUBSTANTIVE PROPOSALS

By submitting a proposal, the Consultant certifies that (a) Consultant's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, Consultant, or corporation; (b) Consultant has not directly or indirectly induced or solicited any other Consultants to put in a false or sham proposal; (c) Consultant has not solicited or induced any other person, Consultant, or corporation to refrain or abstain from proposing; (d) Consultant has not sought by collusion to obtain for themselves any advantage over any other Consultant or over the District.

4.3.4. INFORMATION DISCLOSURE TO THIRD PARTIES

All material provided to the District during the RFP process and agreement negotiation and administration would be expected to be used without restriction by the District in the future. Please be specific about any exceptions the Consultant may have to this provision.

4.3.5. COLORADO OPEN RECORDS LAW

Ownership of data, materials, and documents originated and prepared for the District pursuant to this Request for Proposal shall belong exclusively to the District and be subject to public inspection in accordance with the Colorado Open Records Act and any other applicable government transparency laws. Trade secrets or other proprietary information submitted by a Consultant shall not be subject to public disclosure under the Colorado Open Records Act, however, the Consultant must invoke its protections at the time the data, material or documents are submitted. The Consultant must specifically identify the data, materials, or documents to be protected by highlighting them and marking them plainly as “Confidential,” “Trade Secret,” or “Proprietary” and state the reason the protection is necessary within the Proposal, including citation to specific laws and supporting case law, if any, and a statement signed by legal counsel for the Consultant has made the determination that the request for such non-disclosure is legally appropriate and that the Consultant understands and acknowledges that Consultant is obliged to defend its alleged right to non-disclosure and hold harmless the District for all damages, costs, and fees. Further, the classification of an entire proposal document and/or total proposal price as proprietary or trade secret is not acceptable and may be deemed non-responsive and result in rejection of the Proposal. Although the Colorado Open Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not accept or approve that the information that a Consultant submits is a trade secret. If a request is made for information marked as “Confidential,” “Trade Secret,” or “Proprietary,” the District shall make a reasonably good faith effort to provide the Consultant who submitted the information with notice such that the Consultant may seek protection from disclosure by a court of competent jurisdiction.

4.3.6. DISTRICT RIGHTS

This RFP constitutes an invitation to Consultants to submit Proposals to the District. The District reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions with regard to this procurement process. By responding to this RFP, Consultants acknowledge and consent to the following District rights and conditions:

- To terminate the procurement process or decide not to award an agreement as a result thereof by written notice to the Consultants for any reason whatsoever.
- To waive any defect, technicality, or any other minor informality or irregularity in any Proposal, or any other response from Consultants.

- To make major changes or alterations to the RFP schedule for any events associated with this procurement process upon notice to the Consultant. Minor modifications may be made without notice to Consultants.
- To eliminate any Consultant that submits an incomplete or inadequate response or is not responsive to the requirements of this RFP or is otherwise deemed to be unqualified during any stage of the procurement process.
- To conduct clarification discussions, at any time, with one or more Consultant, with the understanding that any such discussions would remain confidential with respect to other Consultants.
- To amend the Agreement Scope of Services, at any time, to omit services therein or to include services not currently contemplated therein.
- Without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- In the event the District receives questions concerning this RFP from Consultants prior to the deadline for response, the District reserves the right to provide such questions, and the District's responses, if any, to all Consultants.
- Neither the District, its staff, agents, employees, representatives, nor consultants will be liable for any claims or damages resulting from any aspect of this procurement process.
- To conduct investigations with respect to the qualifications and experience of each Consultant included in its Proposal and to request additional evidence to support any such information.
- To take any action affecting the RFP process or the Project that is determined to be in the District's best interests.
- To request clarifications, information, and/or revised proposals from one or more Consultants.
- To discontinue negotiations with the Selected Consultant and commence negotiations with another Consultants.
- To select and enter into an Agreement with one Consultant whose Proposal best satisfies the interests of the District and is most responsive in the judgment of the District to the requirements of this RFP.

4.4. AWARD OF AGREEMENT

An Agreement may be negotiated with Consultant whose proposal is determined to be most responsive to District's needs and most advantageous to the District, considering all factors based on the criteria described herein, all as solely determined by District. Proposals should, therefore, be submitted initially on the most favorable terms. The

district reserves the right to reject any or all proposals and to award an agreement in whole or in part.

5. PROPOSAL SUBMITTAL REQUIREMENTS

5.1. GENERAL REQUIREMENTS

Submit the complete proposal electronically through the Rocky Mountain Bid System (Bid-Net). Proposals must be submitted and received by the District on Bid-Net by the following, date, and time:

August 14, 2024
2:00 p.m. MT

Proposals must be received by the date and time stated herein.

Interested Consultants are responsible for the timely and accurate delivery of their proposals. Proposals may not be withdrawn after the closing time.

5.2. FORMAT REQUIREMENTS AND ORGANIZATION

The **TOTAL LENGTH** of the proposal **shall be no more than 5 pages**. The proposal shall be on 8½ x11 paper only (no 11x17 pages allowed). To facilitate a fair and thorough evaluation process, we kindly ask all proposers to adhere to the following readability guidelines. Please use a legible and standard font such as Arial, Calibri, Times New Roman, or Helvetica. The font size should be no smaller than 11 points to ensure optimal readability. Maintain a consistent font throughout the proposal to avoid any distractions or inconsistencies. Ensure that the margins are set to at least 0.5 inches on all sides of the document. Avoid excessive adjustments to kerning or spacing, as it may hinder comprehension. Proposals that adhere to these readability guidelines, including appropriate margins, will be better positioned for evaluation and consideration.

The proposal page limit does not include the cover letter, index and/or table of contents, front and back covers, title page, section dividers, and requested appendix items. Resumes shall be kept to 2 pages maximum, and should include relevant projects describing the role fulfilled and specific tasks completed for that person. Use of figures, photographs, or other graphics within the page constraints indicated is up to the discretion of the Consultant. The District cannot guarantee review of voluminous Consultant-specific or other information contained as an appendix.

We request all proposers refrain from using recycled language that has been used in other proposals. We are seeking original and genuine responses tailored specifically to this RFP. Please avoid using generic templates or text that does not specifically address the unique aspects of our project. Moreover, we highly appreciate clear and straightforward communication. We discourage the excessive use of elaborate

marketing images and overly embellished language. Substance and authenticity are of utmost importance to us, and we value proposals that focus on conveying relevant and pertinent information in a concise manner. Your sincere efforts to adhere to these guidelines will be highly regarded in the evaluation process.

Consultants shall provide the appropriate information in accordance with the content and format requirements set forth in this RFP. Proposals shall incorporate graphics as necessary to clearly complement information incorporated in the proposal. Proposals must be separated by section dividers into the following sections and subsections:

Cover Letter

- 1.0 Project Understanding
- 2.0 Implementation Plan
- 3.0 Company/Personnel Qualifications and Recent Experience
- 4.0 Cost Proposal
- 5.0 Appendices

Failure of a Consultant to organize the information as prescribed in this RFP, or as prescribed in subsequent addenda, may result in the District, at its sole discretion, deeming the Proposal unresponsive to the requirements of this RFP. Consultants may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of their Proposal. Appendices for resumes and certain technical information such as drawings, charts, forms, and tables may be used to facilitate Proposal preparation.

5.3. PROPOSAL CONTENTS

Consultants must provide the appropriate information in accordance with the content and format requirements set forth in each of the following Proposal sections.

Cover Letter (max two pages)

The Proposal shall include a cover letter. The cover letter shall contain the name, address, telephone number, fax number, and e-mail address of the Consultant and the principal contact person. The cover letter shall detail any exceptions to this RFP.

Section 1.0 – Project Understanding

Describe your (the Consultant's) interpretation and understanding of the District's objectives and goals regarding this RFP and the key issues involved. The Consultant shall specifically:

- Describe what ideas you would apply to this project to meet the objectives and goals of this project.
- Detailed description of the proposed solution and requirements to get the District's website into compliance.

Section 2.0 – Implementation Plan

Identify the timeline and specific milestones for the project, including key phases such as design, development, testing, and deployment.

Section 3.0 – Company/Personnel Qualifications and Recent Experience

The Consultant shall identify the individuals who will be involved in the project, their responsibilities, and their physical location. Include an organizational chart and a brief description of what role each person in the organizational chart will be fulfilling and their experience with similar projects. Provide resumes of the key personnel that will be performing the proposed services, including the primary project manager. Changes in the project team may not be made unless conditions beyond the control of Consultant develop, in which case, changes in above personnel may be made only upon advance written approval by the District. The District reserves the right to request changes in personnel of Consultant working under this Agreement. Information should include, but is not limited to:

1. Demonstrate the ability, capability, and skills necessary to perform the Project or provide the services required to successfully complete this Project.
2. List a minimum of three (3) projects of a similar nature to this project t within the past five years. Be specific on why the reference project is similar to this project. Include the referenced project name, a brief description, total approximate project costs, if the project was completed on time and a reference name, phone number and email address. The District reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
3. Failure on the part of any Consultant to carry out a previous contract satisfactory shall be deemed sufficient cause for disqualification.

Section 4.0 – Cost Proposal

Provide a comprehensive cost breakdown, including all fees, for the completion of proposed work.

Proposal Section 5.0 - Appendices

Appendices for resumes (consultant should include resumes for all key personnel at a minimum) and other additional information that may be used to facilitate Proposal review may be provided.

AGREEMENT FOR project name SERVICES
(Castle Pines Metropolitan District)

THIS AGREEMENT FOR project name SERVICES (this “Agreement”) is entered into and effective the day of, 2023 (the “Effective Date”), by and between CASTLE PINES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado (“District”), and company name, a Type of Corporation of the State of Colorado (“Contractor”) (District and Contractor may be referred to herein individually as a “Party,” and collectively as the “Parties”), to set forth the Parties’ mutual understandings and agreements.

RECITALS

WHEREAS, District desires to engage the services of Contractor in accordance with the terms and conditions of this Agreement; and

WHEREAS, Contractor is specially trained and possesses certain skills, experience, and competency to perform those services as hereinafter set forth, and Contractor is able and willing to provide such services under the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE in consideration of the compensation to be paid hereunder and the mutual agreements set forth herein, the Parties agree as follows:

1. PERFORMANCE OF SERVICES. District does hereby engage the Contractor to perform and provide the Project Name services hereinafter set forth, and Contractor does hereby agree to perform such services in accordance with the terms and conditions hereof. Contractor shall provide at its sole cost and expense all materials, equipment and personnel required to perform its services under and pursuant to this Agreement.

2. EXHIBITS TO AGREEMENT. The following exhibits (the “Exhibits”) are attached to this Agreement, and the provisions of the following Exhibits are expressly incorporated into this Agreement and thus made an integral part hereof:

Exhibit A: Proposal

Exhibit B: Statement of Work for Castle Pines Metro District

In the event of any conflict or inconsistency between the text of this Agreement and the Exhibits, the text of this Agreement shall control.

3. SCOPE OF SERVICES. Contractor shall provide those services described and set forth on the Exhibits and in this Agreement in the manner and to the extent described in the Exhibits and this Agreement (the “Work”). The Parties agree that to the extent the Exhibits do not contain all necessary details and information regarding the Work, Contractor will take direction

from the District Representative (as defined herein) and will not perform any services contrary to or in excess of the District Representative's direction.

4. TERM OF AGREEMENT. The term of this Agreement shall begin on the Effective Date of this Agreement first set forth above and shall terminate on the later of the completion of the Work or xxxxx, 2023.

5. COMPENSATION; COMPLETION OF WORK. As compensation for the services to be performed by Contractor hereunder, District agrees to pay Contractor for the Work performed consistent with this Agreement and the Exhibits, provided, the Parties agree the total amount paid to Contractor shall not exceed \$xxxxx unless otherwise agreed in writing by the Parties. Unless otherwise agreed by the Parties, Contractor shall provide invoices to the District on a monthly basis no later than the 5th day of each month for the Work performed in the preceding month, describing the Work underlying such invoices in reasonable detail. The District will make payments or provide reasonable objection(s) to all or any portion of the Work claimed to have been provided in each invoice within thirty (30) days of receipt of such invoice. If the District objects to only a portion of the Work claimed to have been completed, the District shall pay the amount not in dispute. In the event the District objects to payment of all or any portion of an invoice submitted by Contractor, the District shall reasonably describe the deficiency of the subject Work, and Contractor shall use its best efforts to make any changes or take any action necessary to correct any such deficiencies. In the event that material deficiencies are not corrected, the District shall be entitled to terminate this Agreement and shall be released from any further obligations to provide any additional compensation to be paid to Contractor in accordance herewith.

In addition, when so directed by the District Representative in writing, the Contractor may perform additional Work and be compensated on a time and materials basis at the applicable rates set forth in the Exhibits or as otherwise agreed upon in writing by the Parties. Upon completion of any such additional Work, Contractor shall include the additional Work in its monthly invoices or submit an invoice to the District detailing the additional Work completed, as appropriate. Additional work performed without prior written authorization of the District Representative will not be compensated.

6. COORDINATION WITH DISTRICT. The District hereby identifies Evan Person, PE, the Capital Program Manager, or his or her designee, as the District's representative for the purposes of this Agreement (the "District Representative") and authorizes the District Representative to act on behalf of the District in directing, supervising, modifying as necessary, and accepting the services to be performed by Contractor hereunder. The District Representative shall have the authority to make service- or Agreement-related decisions which do not require approval from the Board of Directors of the District.

7. LIABILITY; INSURANCE. Contractor hereby assumes the entire responsibility and liability for any and all damage and injury due to any negligent act, omission or willful misconduct of Contractor of any kind or nature whatsoever to all persons, whether employees or otherwise, and to all property growing out of or resulting from the labor or material or both or

occurring in connection with Contractor's performance of this Agreement and agrees to fully indemnify the District and its directors, officers and employees against all claims made based upon any and all loss, expense (including legal fees and disbursements), damage, or injury growing out of, resulting from, or occurring in connection with any negligent act, omission or willful misconduct of Contractor in Contractor's performance of this Agreement.

Contractor shall at all times during the term of this Agreement carry and maintain in full force at Contractor's expense insurance that meets or exceeds the insurance coverages shown below:

- A. Workers' Compensation Insurance as required by State of Colorado law.
- B. Comprehensive Commercial General Liability Insurance with minimum coverage limits of liability of \$2,000,000 general aggregate and \$1,000,000 each occurrence.
- C. Motor Vehicle Liability Insurance as required by State of Colorado law.
- D. Professional Liability Insurance with a minimum coverage limit of \$1,000,000 each claim.

The District shall be added as an Additional Insured on the Contractor's Comprehensive Commercial General Liability policy. The Contractor's policies shall be primary to any other insurance policies held by the District or any other additional insured, and no other insurance of the District will be called on to contribute to a loss. In the event any work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by the subcontractor, which liability is not covered by the subcontractor's insurance. If requested by the District, Contractor shall, prior to commencement of Work, provide the District with certificates of insurance evidencing the policies listed above, which certificates shall state that the District is named as an additional insured for all general liability insurance and shall contain a statement that the policies certified shall not be cancelled nor materially modified without 10 days' prior written notice to the District.

8. STANDARD OF PERFORMANCE; WARRANTY. Contractor shall perform the Work in a good and workmanlike manner, consistent with or in excess of industry standards and in full compliance with all applicable laws and/or regulations, whether federal, state or local. Contractor shall not perform any Work hereunder unless all applicable regulations are met.

9. GOOD FAITH AND FAIR DEALING. Without limiting any rights or obligations as specifically set forth herein, the Parties agree to act in good faith and deal fairly with one another pursuant to this Agreement.

10. INDEPENDENT CONTRACTOR. Contractor, for all purposes arising out of this Agreement, is an independent contractor and shall not be deemed an employee of District.

11. TERMINATION. Either Party may, upon seven (7) days' notice, terminate this Agreement for convenience. If such termination occurs, Contractor shall be entitled to be compensated for all Work performed to the date of termination.

District shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event of any default by Contractor. It shall be considered a default by Contractor whenever Contractor shall:

- a. disregard or violate important provisions of the Agreement or instructions of the District Representative, or fail to prosecute the Work according to the agreed-upon schedule of completion, including extensions thereof, if any; and/or
- b. fail to provide a qualified representative, competent workmen or subcontractors, or proper materials for the Work, or fail to make prompt payment therefore.

12. NOTICE. All notices, statements, demands, requirements, approvals or other communications and documents ("Communications") required or permitted to be given, served, or delivered by or to any Party or any intended recipient under this Agreement shall be in writing and shall be given to the applicable address set forth below ("Notice Address"). Communications to a Party shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at such Party's Notice Address; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at such Party's Notice Address; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such Party at such Party's Notice Address; or (iv) on the date and at the time shown on the facsimile or electronic mail message if telecopied or sent electronically to the number or address designated in such Party's Notice Address and receipt of such telecopy or electronic mail message is electronically confirmed. The Notice Addresses for each Party are as follows:

Contractor: **Name of Firm**

Phone:

Fax:

Email:

District: Castle Pines Metropolitan District
Attn: Joshua Shackelford, PE, District Manager
5880 Country Club Drive
Castle Rock, Colorado 80108
Phone: (303) 688-8330
Email: jshackelford@castlepinesmetro.com

With a copy to the District's Legal Counsel:

Castle Pines Metropolitan District
c/o Spencer Fane LLP
Attn: Tom George
1700 Lincoln Street, Suite 2000
Email: tgeorge@spencerfane.com
Phone: (303) 839-3800

The foregoing Notice Addresses may be changed at any time by a Party by submitting notice of such change to the other Party consistent with this section.

13. DEFAULT/REMEDIES. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, provided the Parties waive any claims against each other for consequential damages arising out of or relating to this Agreement, including, but not limited to, special, incidental, consequential, or punitive damages of any kind arising out of or related to the performance or non-performance of the Agreement, and regardless of whether such losses, damages or liability arises from breach of contract or warranty, tort (including negligence), strict liability or otherwise.

14. WAIVER. The waiver of any breach, or alleged breach, of this Agreement by either Party hereto shall not constitute a continuing waiver of any subsequent breach by said Party of the same or any other provision of this Agreement.

15. COLORADO OPEN RECORDS ACT. Contractor expressly recognizes that the District is a political subdivision of the State of Colorado and is subject to the provisions of the Colorado Open Records Act, Section 24-72-201, et seq., C.R.S. The District agrees to protect confidential, proprietary, trademark, copyrighted and otherwise protected materials of the Contractor, as applicable, but only to the extent such protection does not conflict with the Colorado Open Records Act and District's obligations thereunder.

16. DISCLOSURE: During the performance of the Work and for all time subsequent to completion of the Work, the Contractor agrees to treat as confidential and not to use or disclose to anyone, except as required in the performance of this Agreement or by law, or as otherwise authorized in writing by the District, any and all information given to the Contractor by the District, or by the Contractor to the District, or which is developed by the Contractor as a result of the performance of this Agreement. This provision shall survive termination of the Agreement.

17. FORCE MAJEURE. Neither Party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of, any delay or failure in performance by such Party under this Agreement to the extent such delay or failure is due to any cause or condition beyond such Party's reasonable control. Each Party shall exercise reasonable diligence to overcome the cause of such delay; provided, however, that to the extent the cause of such delay arises from any breach of, or failure by the other Party to perform any of its obligations under this Agreement, the costs and expenses incurred by the Party that has delayed or failed in its

performance under this Agreement to overcome the cause of such delay shall be for the account of such other Party.

18. ASSIGNMENTS. Contractor agrees that it shall not assign this Agreement, or any of the amounts due it, or to become due hereunder, nor subcontract any portion of the Work without first obtaining written consent of the District. Any such assignment or subcontract without the District's consent shall be void *ab initio*.

19. APPROPRIATION/NO LIENS. Contractor acknowledges and agrees that District is a political subdivision of the State of Colorado and, as such, (1) any and all financial obligations of District under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the District's Board of Directors for the purposes of the Agreement, and (2) neither the Contractor nor any of the Contractor's subcontractors shall have lien rights against the District or against any property of the District in the event of nonpayment of any amount due under this Agreement or for any other reason. Provided, however, the District hereby affirms that it has appropriated sufficient funds to meet its financial obligations as set forth in this Agreement.

20. CONTRACTOR'S OBLIGATIONS. Contractor shall pay, at no expense to the District, all contributions, taxes or premiums which may be payable under Federal or State Unemployment Insurance Law or the Federal Social Security Act. The District is exempt from sales and use taxes. It is Contractor's responsibility to obtain and use the sales tax exemption number of District to the extent appropriate and applicable. District shall not reimburse Contractor for sales or use taxes erroneously paid.

21. SAFETY. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with any Work performed hereunder and shall comply with all applicable laws, ordinances, rules and regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection.

22. COVID-19 SAFETY PLAN. In addition to its other responsibilities as set forth in the Agreement, Contractor shall be responsible for Contractor's and any subcontractor's compliance in performing the services set forth in the Agreement with any and all applicable local, state and federal laws, rules, regulations, orders, ordinances, guidelines, recommendations and/or other directives related to the Coronavirus Disease 2019 (COVID-19), as any of the same may be amended or updated from time to time.

23. GOVERNMENTAL IMMUNITY. No term or condition of this Agreement shall be construed or interpreted as a waiver by the District, express or implied, of any of the notice requirements, immunities, limitations to liability, rights, benefits, protections, or other provisions under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or under any other law.

24. NO PERSONAL LIABILITY. No elected official, director, officer, agent or

employee of either Party shall be charged personally or held contractually liable by or under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

25. ENTIRE AGREEMENT, AMENDMENT AND BINDING EFFECT. This Agreement contains the entire agreement between the Parties regarding the Work, and supersedes and replaces any and all prior and contemporaneous written and oral agreements, promises, representations, or conditions with respect thereto. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both Parties hereto. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto, and upon their respective successors in interest and permitted assigns, except as otherwise herein expressly provided.

26. ATTORNEY FEES. If any Party breaches this Agreement, the breaching Party shall pay all of the non-breaching Party's reasonable attorneys' fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.

27. GOVERNING LAW. The Parties agree that Colorado law shall apply to this agreement and that any dispute shall be tried and heard in the District Court in and for Douglas County, Colorado.

28. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. This Agreement may be executed and delivered electronically, and execution and delivery by electronic methods will be deemed to have the same effect as if an original had been delivered to the other.

29. THIRD PARTY BENEFICIARIES. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person or entity other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions hereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Contractor shall be for the sole and exclusive benefit of the District or the Contractor. It is the express intention of the Parties that any person other than the Parties shall be deemed to be an incidental beneficiary only.

30. HEADINGS. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

CONTRACTOR:

Name of Firm

Signature: _____

Name: _____

Title: _____

DISTRICT:

CASTLE PINES METROPOLITAN DISTRICT

Signature: _____

Name: Joshua Shackelford, PE

Title: District Manager

EXHIBIT A
Proposal