



Mesa County Purchasing and Risk Management Division

544 Rood Avenue, 2nd floor

Grand Junction, Colorado 81501

Fax 970-244-1864

MESA COUNTY REQUEST TO PRE-QUALIFY MDR-22-09

The Board of County Commissioners of the County of Mesa, Colorado by and through its Director of Purchasing & Risk Management, is inviting engineering firms, individuals, and corporations to respond to this formal Request to Pre-Qualify (RPQ) to provide professional engineering services to the Mesa County Engineering Division in accordance with the terms, conditions, and statement of qualifications contained in this Request to Pre-Qualify (RPQ) Number MDR-22-09.

Replies to this RPQ must be submitted by providing a written response in accordance with the terms and conditions and the statement of qualifications. Your response should be placed in a sealed envelope bearing the return address of your firm, and clearly marked "RPQ Number MDR-22-09". Initial responses to this RPQ must be received at the Mesa County Purchasing & Risk Management Division, 544 Rood Ave., 2nd Floor, Grand Junction, CO 81501 NO LATER THAN 2:00 P.M. on Friday, May 8, 2009. It should be noted that the deadline of May 8, 2009 is an initial deadline for an initial evaluation of engineering firms that have submitted a response to this RPQ. Engineering firms that become aware of this Request to Pre-Qualify effort may submit a response to Mesa County (at the address cited earlier in this paragraph) at any time between May 8, 2009 and May 31, 2011. In the event representations provided by a engineering firm change (i.e. a particular engineer joins and/or leaves your firm with special skills, new hourly labor rate schedule, etc.) subsequent to such firm submitting an initial response to this RPQ, such firm may submit an addendum to their initial submission.

This RPQ is not a commitment to purchase, and any expenditures experienced by an individual or company in preparation and submission of a response shall not be reimbursed by Mesa County; nor does Mesa County obligate itself with any action taken or cost incurred by an individual or company in responding to this RPQ.

This bid will be non-exclusive. Mesa County reserves the right to purchase any supplies or services from other vendors.

Mark Reitz, C.P.M.
Director of Purchasing and Risk Management

GENERAL RPQ INFORMATION

1. All participating firms, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RPQ as stated or implied herein. Should Mesa County omit anything from this package which is necessary for a clear understanding of the requirements, or should it appear that various instructions are in conflict, then the firm shall secure instructions from Mark Reitz the Mesa County Purchasing & Risk Management Division, telephone number (970)255-7150, prior to the time and date of the RPQ closing time of May 8, 2009.

2. After responses are opened, a respondent may be given an opportunity to explain the nature of any error and may request their proposal be withdrawn. Such responses may, with the approval of the Purchasing Director or his designated representative be withdrawn and not resubmitted. Errors, determined by Mesa County to be minor, may be allowed within an acceptable response. Evaluations of responses will be done using only information already present within the written response.

3. Respondents are expected to examine the Statement of Qualifications and all instructions contained in this RPQ package. Failure to do so will be at your firm's risk.

4. **UNSIGNED RESPONSES WILL NOT BE ACCEPTED OR CONSIDERED.**

5. Respondents will be judged solely on the written information provided as a direct response to this RPQ. Respondents that are judged to be "qualified" will be placed on a list of "Pre-Qualified" firms that will be eligible to assist the Mesa County Engineering Division as defined in the enclosed Statement of Qualifications.

6. Important dates:

Notice of RPQ sent to firms and advertised:	April 17, 2009
Initial Responses Due to Mesa County Purchasing:	May 8, 2009*
Pre-Qualification Review Completed: (est.)	May 22, 2009
Release Initial Pre-Qualified List of Engineering firms: (est.)	May 27, 2009

* Please note that the deadline of May 8, 2009 is an initial deadline for an initial evaluation of engineering firms that have submitted a response to this RPQ. Engineering firms that become aware of this Request to Pre-Qualify effort may submit a response to Mesa County (at the address cited earlier in this paragraph) at any time between May 8, 2009 and May 31, 2011. In the event representations provided by a engineering firm change (i.e. a particular engineer joins and/or leaves your firm with special skills, new hourly labor rate schedule, etc.) subsequent to such firm submitting an initial response to this RPQ, such firm may submit an addendum to their initial submission.

**MESA COUNTY
REQUEST TO PRE-QUALIFY NUMBER MDR-22-09
PROPOSAL SHEET**

Objective

It is Mesa County's intent to contract to a private vendor.

Terms, Conditions and Statement of Work are included on the attached page.

PRINT THE WORDS "NO EXCEPTIONS" HERE _____ IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR SPECIFICATIONS OF THIS PROPOSAL DOCUMENTS. IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED ON A SEPARATE SHEET OF PAPER, ATTACHED TO THIS PROPOSAL SHEET AND RETURNED WITH YOUR PROPOSAL.

FIRM OR INDIVIDUAL _____ TELEPHONE _____
ADDRESS _____

PRINT NAME AND TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

*****UNSIGNED RESPONSES CANNOT BE ACCEPTED OR CONSIDERED*****

NOTES:

1) The attached sample of the Contract for Professional Services (4 pages) and the Mesa County Professional Services Agreement Exhibit D Standard Conditions (6 pages) Terms and Conditions for Portfolio Suppliers to Mesa County are the tentative terms and conditions contemplated for any contract/purchase order that results from this RPQ process. In the event your firm takes any exceptions to these terms and conditions, please identify your exceptions in your response.

2) The attached "Exhibit C", "MESA COUNTY INSURANCE REQUIREMENTS", Paragraph 6A, 6B, and 6c apply to this RPQ. Also, some scopes of work to be assigned to Pre-Qualified Engineering forms may require the selected Engineering form to have some level of Professional Liability insurance. As a part of your response, your firm must provide a representation that your company retains adequate insurance to meet the requirements requested in order for your proposal to be considered responsive.

Note: In order for your response to this RPQ# MDR-22-09 to be considered for Pre-Qualification by Mesa County, your firm (at a minimum) must submit a signed copy of this Proposal Sheet and must submit a notarized response to Statement of Qualifications enclosed in this RPQ.

STATEMENT OF QUALIFICATIONS

PURPOSE FOR ISSUING THIS REQUEST TO PRE-QUALIFY: The Mesa County Purchasing & Risk Management Division, on behalf of the Mesa County Engineering Division is inviting engineering firms, individuals, and corporations to respond to this RPQ. The purpose of this RPQ is to develop a list of “qualified” engineering firms, individuals, and corporations (hereinafter call “Contractors”) that have submitted adequate documentation and representations to assure Mesa County that they are capable of providing specific professional engineering services as defined in this RPQ. The potential Contractors should demonstrate in their response to this RPQ that they can assist the Mesa County Engineering Division in the execution of engineering services. Contractors that are judged by Mesa County to be “qualified” will be placed on a list of “qualified suppliers” and will be considered eligible to perform individual service contracts for Mesa County that do not exceed \$50,000.00 and are less than 6 months in duration. The majority of the work to be performed by the “qualified” contractors will include (but is not limited to) the specific categories of engineering expertise identified below:

NON PROJECT/NON TASK SPECIFIC GENERAL ENGINEERING SCOPE OF WORK

Type of engineering work contemplated by the issuance of this RPQ# MDR-22-09 may include all or parts of the following specific engineering related activities. For each category of engineering expertise cited herein, all engineering firms responding to this RPQ must be able to provide Mesa County with the services of a Registered Professional Engineer (State of Colorado) or the work must be under the supervision of a Colorado Registered Professional Engineer. Design criteria (if applicable) shall be in accordance with Mesa County Road and Bridge Specifications and or other applicable design standards.

1. Surveying - The scope of work for surveying activities may include:

- a. Perform surveys related to the horizontal and vertical alignment of the project.
- b. Perform GPS control survey.
- c. Perform topographical surveys.
- d. Perform cross section surveys.
- e. ROW support for design.
- f. Perform utility surveys (include potholing).
- g. Perform wetland survey.

2. Bridge Design Activities - The scope of work for bridge design activities may include:

- a. Furnish design calculations for various highway structures or portions of highway structures.
- b. Furnish detailing services including drafting and quantity calculations for various highway structures or portions of highway structures.
- c. Inspect and rate highway bridges.
- d. Provide bridge design and detailed review of work performed by other designers.

3. Roadway Design Activities - The scope of work for roadway design activities may include:

- a. Furnish design and quantity calculations of the various components of roadway construction, which could include lighting, landscaping, and irrigation design, ditch design, waterline, and sanitary sewer design.
- b. Furnish detailing and drafting services.
- c. Attend field inspection review and final office review.
- d. Prepare final plans and specifications.

4. Hydrology Activities - The scope of work for the hydrology activities may include:

- a. Collect historical drainage data.
- b. Establish drainage basin data.
- c. Select run-off parameters and predict peak flow.

5. Hydraulics Design Activities - The scope of work for hydraulics design activities may include:

- a. Furnish the size and location of drainage structures.
- b. Furnish storm sewer design.
- c. Furnish erosion protection design and NPDES requirements.
- d. Furnish quantity calculations for drainage structures.
- e. Prepare drainage basin studies

6. Traffic Engineering Activities - The scope of work for traffic engineering activities may include:

- a. Collect traffic data.
- b. Perform traffic studies or analyses.
- c. Perform in-field inventories of traffic control device locations and conditions.
- d. Furnish design and quantity calculations necessary to prepare signal, signing or pavement marking plans.
- e. Furnish detailing and drafting services.
- f. Attend field inspection and final office review.
- g. Prepare construction signing plans and schedules.
- h. Prepare final plans and specifications.

7. Landscape Architectural Activities - The scope of work for landscape architectural

activities may include:

- a. Provide estimates of quantities of native seeding and mulching for the FIR plans.
- b. Determine most economic landscape alternative, finalize concept, and complete the plan.
- c. Verify that an acceptable safe recovery distance exists between traveled way and all trees to be planted.
- d. Coordinate all special permits that may be required.
- e. Coordinate ROW requirements.
- f. Write Special Provisions and submit to Mesa County with the completed roadside plans.
- g. Submit the approved plan/special provisions to the Design Engineer for inclusion in the Project Plans.
- h. Verify availability of plant materials and submit letter to Mesa County certifying that designated plants are available.

8. Value Engineering (VE) - The scope of work for value engineering activities may include:

- a. Conduct VE meetings and provide minutes. The VE meetings should be considered for the following efforts:
 1. Brain Storming
 2. Evaluating alternatives upon meeting the project purposes and need
 3. Recommend alternatives based upon:
 - Most benefit to purpose and need
 - Minimal or mitigatable impacts
 - Constructibility
 - Cost
 - Best overall response to constraints and concerns
- b. Collect and compile VE cost and workhour data.
- c. Provide Final VE Report.

9. Materials Testing Activities - The scope of work for materials testing activities may include:

- a. Sample, test and inspect specified materials utilized in construction.
- b. Document test results and inspection observations in accordance with CDOT Materials Manual, AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing or ASTM Standards and Tentatives.
- c. Provide a list of available subcontractors that contain at least two firms for quality assurance testing.
- d. Testing results certified by professional engineer.
- e. Other geotechnical services as requested in writing.

10. Environmental Services - The scope of work for environmental services may include:

- a. Review environmental conditions, determine required permits.
- b. Delineation and mitigation recommendations of wetlands.
- c. Prepare and/or review environmental documents for Mesa County projects.

11. Construction Services - The scope of work for construction services may include:

- a. Provide construction management and engineering personnel including a professionally licensed engineer, materials testing, and inspection.
- b. Construction inspection to ensure compliance with plans and specifications. Work assignments may be for any shift in the 24-hour day. Project site may be anywhere within geographic boundaries of Mesa County.
- c. Review of Contractor submittals including falsework and shoring.
- d. Provide necessary equipment including cell phones, computer equipment capable of interfacing with Mesa County software/hardware, and vehicles.

12. Right-of-Way Plan Preparation - The scope for right-of-way plan preparation may include:

- a. Conduct or order title research
- b. Have a thorough knowledge project and impacts to parcels
- c. Correspond and meet with property owners explaining project and impacts
- d. Either order appraisals or perform Value Findings
- e. Prepare contract documents using Mesa County forms
- f. Negotiate acquisitions with property owners
- g. Keep thorough files in accordance to Mesa County policy

13. General Engineering Services - The scope for general engineering services may include but shall not necessarily be limited to:

- a. Planning Activities.
- b. Studies - transportation, environmental, etc.
- c. Design - transportation, etc

Mesa County intends to use the list of pre-qualified firms (that is generated as a result of this RPQ) to negotiate individual service contracts for specific scopes of work as a need arises during the period of time from June 1, 2009 through May 31, 2011. Only Contractors that provide an acceptable response to this RPQ will be included in the list of pre-qualified firms for this 24 month period.

It is important to keep in mind that in the event a Contractor included in the list of pre-qualified Contractors, should not be construed as any type of real or implied commitment on the part of Mesa County to purchase any services from any given Contractor during this previously mentioned 24 month period.

Contractors that are included in the final list of pre-qualified contractors may be contacted by the Mesa County Land Use and Transportation Department during the previously mentioned 24 month period and authorized to proceed on selected scopes of work. Mesa County will negotiate pricing with a selected Contractor for each scope of work. Mesa County will reserve the right to award a specific contract (for a specific scope of work) to one of the selected Contractors on the pre-qualified list without advertising or soliciting bids from other Contractors on the pre-qualified list.

If your firm is interested in being considered for this pre-qualified list, the seventeen (17) questions listed in the following Statement of Qualifications must be answered each engineering firm.

All questions must be answered and the data given must be clear and comprehensive. The Statement of Qualifications submitted by your firm must be notarized. Questions should be answered on separate attached sheet(s). You may submit any additional information you desire, but your submittal (including your response to this Statement of Qualifications) should not exceed twenty (20) pages. In the event your firm considers any portion of the information submitted in response to this RPQ as "Proprietary", such information should be clearly identified and clearly marked as "Proprietary". As a part of your response to this RPQ, please identify which of the 13 categories of engineering services cited herein are capable of being performed by your firm.

STATEMENT OF QUALIFICATIONS

1. Name of respondent?
2. Permanent main office address?
3. When Organized?
4. If a corporation, where incorporated?
5. How many years have you been engaged in business under your present firm or trade name?
6. Contracts on hand? (Schedule these, showing amount of each contract and the appropriate anticipated date of completion.)
7. General character of work typically performed by your company.
8. Have you ever failed to complete any work awarded to you?

If so, where and why?
9. Has your firm ever defaulted on a contract and/or been subjected to formal litigation related to a contract for the type of work described in this RPQ? If so where and why?
10. List the more important civil design projects recently completed by your company, stating the approximate design cost for each, the approximate construction cost for each, and the month and year completed.
11. Describe your experience in civil design work on projects with a scope of work for design consistent with the parameters established in the accompanying RPQ, along with a list of references who had direct experience working with you on each project.
12. Describe the qualifications and experience of the members of your organization you

propose to assign to projects awarded under this solicitation, indication the project manager, and engineer of record.

13. Give bank references.

14. You or your company must be able to provide a copy of a Insurance requirements that meet the minimum requirements contained in paragraph 6A, 6b, and 6C in the document attached to this RPQ and labeled as "Exhibit C" prior to the performance of any work for Mesa County as contemplated in this RPQ. In the event your firm is selected as a pre-qualified supplier as stated in this RPQ, your firm must provide proof of the following insurance within three business days of a request for such insurance from Mesa County. The Certificate of insurance must (as a minimum) include proof of \$1 million in General Liability, \$1 million in Automobile Liability, and proof of compliance with Workmen's Compensation requirements for Colorado. Please that any certificate of insurance provided by a selected engineering firm must contain the additional insured language identified in paragraph #7 of "Exhibit C". Your response to this RPQ will be interpreted by Mesa County as a representation that your firm is willing and able to provide insurance as referenced in this paragraph. Also, the potential exists that the specific nature of engineering services awarded by the County may require the selected engineering firm to have a level of Professional Liability Insurance in addition to the insurance requirements cited earlier in this paragraph.

15. Will your firm, upon request, fill out a detailed financial statement and any other information that may be required by the County? Yes___ No___

16. The template for a Contract for Professional Services (4 pages) and the Mesa County Professional Services Agreement Exhibit D Standard Conditions (6 pages) attached to this RPQ would be the Contract format and terms/conditions that would apply to any work authorized by the County to any selected pre-qualified Contractor(s). As noted earlier, the specific scope of work and the associated payment schedule for each contract effort awarded to a pre-qualified Contractor would be negotiated for each effort.

17. Please provide a summary of your firm's standard fully loaded hourly rate(s) (i.e. includes actual labor cost, overhead and profit) for each category of labor that is available through your firm. Propose rates that would be offered and available to Mesa County during the period from June 1, 2009 through May 31, 2011.

Dated at:

This _____ day of _____, 20__.

(Name of Respondent)

By: _____

Title: _____

State of _____)

ss.

County of _____)

being duly sworn deposes and says that he/she is _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20__.

(Notary Public)

(Address)

My Commission Expires _____, 20__.

CONTRACT FOR PROFESSIONAL SERVICES
(CORPORATION/PARTNERSHIP)

This Contract, entered into this ____ day of _____, 2009, by and between Mesa County, Colorado ("County" herein), and _____ ("Contractor" herein):

In consideration of \$100.00, the receipt and sufficiency whereof is hereby acknowledged by Contractor, the parties agree as follows:

1. The Contractor shall perform the work set forth on the attached Exhibit "A", incorporated herein by this reference.

2. The total amount of the Contract shall not exceed \$_____, including the above consideration paid by County. The Contractor shall be paid in accordance with the fee schedule set forth on the attached Exhibit "B", incorporated herein by this reference. To receive payment, Contractor must submit invoices for work completed.

3. Contractor shall proceed with the work hereunder upon receipt of a written notice to proceed from the County. Such written notice shall be issued by the Contract Administrator. The Contract Administrator for the County is _____, (address/telephone number), unless otherwise designated in writing.

4. Contract Administrator for the Contractor is _____ (address/telephone number).

5. The term of this Contract shall be from _____ to _____ (or as extended by Paragraph 15 of Exhibit D).

6. Contractor shall provide the insurance bonds and indemnities required in the attached Exhibit "C", insurance provisions, incorporated herein by this reference. Any subcontractors shall provide the same insurance bonds and indemnity required of Contractor.

7. County reserves the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the Contractor. A written notice to terminate must be delivered thirty (30) days prior to the date of final service delivery. In the event of such termination, the Contractor shall be paid for all satisfactory work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Contractor and all payments which have or have not been made.

No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

Upon termination or expiration of this Contract, Contractor shall immediately cease service work, and deliver to County all documents, keys, papers, calculations, notes, reports, or other technical papers which have been prepared by or provided to Contractor under the terms of this Contract. This paragraph shall survive termination of this contract.

8. This Contract is subject to all terms and conditions set forth in the attached Exhibit "D", Standard Terms and Conditions, incorporated herein by this reference.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

Chair

Attest:

Clerk & Recorder

CONTRACTOR
(NAME OF CORPORATION OR PARTNERSHIP)

By: _____
Title

Attest:

Secretary

MESA COUNTY
PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A
SCOPE OF WORK
MESA COUNTY
PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B
PAYMENT SCHEDULE

**MESA COUNTY
PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT C
INSURANCE REQUIREMENTS**

1) The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by the Contractor pursuant to this contract and shall not start work under this contract until such insurance coverage has been obtained and approved in writing by the Contract Administrator.

2) The Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.

3) All insurance policies required hereunder shall include a **thirty (30)** day notification of cancellation. In that the Contract's Contract Administrator will be notified in writing, **30** days prior to any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.

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

5) All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to Mesa County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the County grants specific approval for an exception.

6) The Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to Mesa County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado (or the state in which the contractor is a resident).

B. Commercial General Liability, "**occurrence form**," with minimum

limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage.

C. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

7) The policies required by paragraphs (B) and (C) above shall be endorsed to specify; **"Mesa County, it's officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of the Contractor, arising out of this Contract."** All certificates of insurance are to be submitted on standard **"ACCORD 25-S"** form. Please refer to **SAMPLE** certificate.

8) Depending on the nature and scope of the services to be provided under this Professional Services Agreement, additional insurance requirements may be specified by the County. Items listed below, which have been marked with an **"X"** are required of the Contractor by Mesa County as a condition of this Professional Services Agreement. The Contractor's initial, placed by the corresponding **"X"**, shall acknowledge the Contractor's compliance in meeting the specific insurance requirement(s).

Your
Initial X

___ ___ Commercial General Liability, **"claims made"** policy, with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition the Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract

OR

2. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting means of a certificate of insurance or a copy of the endorsement itself.

___ ___ PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Contract, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.

___ ___ EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than

ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

- — BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.
- — BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.
- — Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E."

MESA COUNTY PROFESSIONAL SERVICES AGREEMENT

EXHIBIT D - STANDARD CONDITIONS

- 1) Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.

- 2) The Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor's expense, all necessary permits required by any governmental agency with jurisdiction.

- 3) In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an independent Contractor with the authority to control and direct the performance and details of its work; the County being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.

- 4) Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. The Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

- 5) This is a personal services contract on the part of the Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of the County and any attempt to assign this Contract without the prior express written consent of the County shall render the Contract null and void with respect to the attempted assignee.

- 6) The County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Contract. The right of inspection reserved in the County is for protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

- 7) The County, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit the Contractor's books with regard to this Contract, and the Contractor shall retain its books and records for the required period.

- 8) This is not an exclusive Contract. The County may, at its sole discretion, contract with other entities

for work similar to that to be performed by the Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for County.

9) This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the prevailing party for costs and reasonable attorneys fees.

10) Contractor agrees that any information received by Contractor during any furtherance of the Contractor's obligations hereunder will be treated by the Contractor as confidential and will not be revealed to other persons, firms or organizations.

11) (**This paragraph applies if the work performed is a "public work"**): In discharge of this Contract, Contractor shall employ Colorado labor to perform not less than 80% of each type or class of labor in each of the several classifications of skilled and common labor employed on this project. A "public work" is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public.

12) This Contract constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the party to be charged.

13) Persons signing as or on behalf of Contractor represent by their signature that the person signing is fully authorized to so sign this Contract and that the Contractor has taken all steps necessary that the signature is binding upon the Contractor.

14) The provisions of this Contract shall be severable; and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Contract Paragraph 6 and Exhibit D Paragraphs 2, 3, 4, 7, 9, 10, 12, 13, and 16 shall survive expiration or any termination of this contract.

15) (*For Contracts which may be extended*): CONTRACTOR MUST INITIAL: _____. In exchange for ten dollars \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor grants to County the right to extend the term of this Contract for two (02) consecutive, twelve (12) month periods. All other terms and conditions of the Contract shall remain as written. Extension of the Contract shall be at Mesa County Board of County Commissioner's sole and unfettered discretion. The Board shall notify Contractor in writing by December 1 of each year of Mesa County's intent to exercise the right to renew for the succeeding year.

16. Contractor shall indemnify, and hold harmless the County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest,

costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Contractor or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to the County under this paragraph include claims against the County by Contractor's employees whether or not such claim is covered by workers compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided, and such obligation exists even if the claim is fraudulent or groundless.

17. Conformance with Law: The Contractor shall at all times during the performance period strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Contractor shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract. Without limitation, these federal and state laws and regulations include:

- Age Discrimination Act of 1975, 42 USC Sections 6101 et seq and its implementing regulation, 45 CFR Part 91;
- Age Discrimination in Employment Act of 1967, 29 USC 621-634;
- Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et seq;
- Drug Free Workplace Act of 1988, 41 USC 701 et seq;
- Equal Pay Act of 1963, 29 USC 206(d);
- Immigration Reform and Control Act of 1986, 8 USC 1324b;
- Pro-Children Act of 1994, 20 USC 6081 et seq;
- Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended, and implementing regulation 45 CFR Part 84;
- Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000d and e;
- Title IX of the Education Amendments of 1972, 20 USC 1681 et seq;
- Section 24-34-302, et seq, Colorado Revised Statutes 1993, as amended;
- The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 49 CFR, Part 18;
- Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever are applicable;
- The Hatch Act (5 USC 1501-1508 and PL 95-454 Section 4728). These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

18. Non-discrimination: Contractor shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion, sexual orientation, and disability, including

Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Contract.

19. Contractor assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the County has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Contractor may copyright such, but the County reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

20. The Contractor certifies that the Contractor shall comply with the provision of CRS 8-17.5-101 *et seq.* The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 *et seq.*, the County may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the County.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 *et seq.*, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that received federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

21. By signing this Agreement, the Contractor agrees to provide, comply with, and, if applicable, execute the certifications set forth in A – Notification of Immigration Compliance Requirements and Certification by Contractor, incorporated herein by reference and attached hereto.

ADDENDUM A
NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND
CERTIFICATION BY CONTRACTOR

Contractor acknowledges that Contractor has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343), and hereby **CERTIFIES** that:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or

2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;

3. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;

4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;

5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

(A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment (“Department” herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

7. If Contractor violates a provision of the public contract for services required herein may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if a contractor violates a provision of this Addendum and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

9. The Department may investigate whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, *et. seq.*

Dated this _____ day of _____, 2009.

CONTRACTOR

By: _____
Name and Title