22 ROAD (I TO J ROAD) IMPROVEMENT PROJECT
Request For Proposal
RFP-18-03107

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SECTION I
PROPOSAL INFORMATION

Section I provides general information to potential Offerors on subjects such as where to submit proposals, number of copies, addenda, proprietary information designation, and other similar administrative elements.

1.1 PRE-PROPOSAL CONFERENCE

There is no pre-proposal meeting for this project

1.2 SUBMISSION OF PROPOSAL

All proposals must be submitted in a sealed envelope clearly marked with the **firm name**, **22 Road Improvement Project – RFP-18-03107** and must be received by Mesa County Public Works department prior to the submission deadline.

Sealed offers are to be submitted to:

Connie Hahn
Operations Manager
Mesa County Public Works
200 South Spruce Street
P.O. Box 20,000
Grand Junction, CO 81502-5013

***************NO LATE OFFERS WILL BE ACCEPTED***************
FACSIMILE OR TELEGRAPHIC PROPOSALS WILL NOT BE ACCEPTED

Submission Deadline: 5:00 pm (MST) on September 24, 2018

The opening will not be public. Offerors will be notified if their proposal is not accepted. The proposal shall remain the property of Mesa County Public Works.

1.3 NUMBER OF COPIES

The following items shall be placed in the proposal envelope:

1. One (1) printed and bound copies of proposal documents, including the following items:

   a) Proposal including all information as outlined in Section III of this Request for Proposal.

   b) Attachment D – Financial and Exception Statement
c) Attachment E – Certification of Immigration Compliance

d) Signed Addenda, if applicable

2. One (1) printed copy of the proposed cost for services in a separate, sealed envelope and including the following items:

   a) One copy of Attachment A – Schedule of Payment

   b) One copy of Attachment B – Hourly Rate Schedule

   c) One copy of Attachment C – Schedule of Fees.

To insure a fair evaluation of each Offeror’s qualifications please do not include proposal fee in the body of the proposal.

3. One electronic copy of all submitted proposal documents on Compact Disc (CD) or Digital Versatile Disc (DVD) or Flash Drive and in Portable Document Format (pdf). All submitted proposal documents includes the items listed in Section 1.3.1 above (proposal, completed Attachments D and E and signed addenda) and excludes the proposed cost for services items listed in Section 1.3.2 above (Attachments A, B and C). Electronic copies must include signatures where applicable.

Proposals without a complete signed electronic copy provided will not be considered.

1.4 PROPOSAL INFORMATION

All questions regarding the proposal preparation, the selection process, or specifications and interpretations of the terms and conditions of the RFP, shall be submitted in writing no later than five (5) calendar days prior to the deadline for submission of offers. Send all questions to Erik Borschel or Connie Hahn (See 1.16 below).

Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Offerors are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Mesa County Public Works assumes no obligation or responsibility for asserting legal arguments on behalf of potential Offerors.

This is not a public bid opening, therefore, Mesa County will not release any information pertaining to the number of offers received, names of Offerors, or pricing until an award is made. Mesa County will confirm receipt of your proposal if requested.
1.5 OFFEROR DUE DILIGENCE

Each Offeror shall judge for themselves as to all conditions and circumstances having relationships to the proposal, and become informed about the unique challenges posed by this project. Failure on the part of any Offeror to make such examination and become informed shall not constitute ground for declaration of not understanding the conditions with respect to making its proposal.

Be aware, if the Offeror has obtained this RFP from any source other than directly from Mesa County, and does not check the web site for any addenda, Mesa County is not responsible for errors in the submittal which may result in submitting a non-responsive proposal.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Mesa County will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers which are not marked as confidential will be automatically considered public information after the contract is awarded. Other offers or parts of offers may be considered public information pursuant to Colorado Law.

1.7 ADDENDA

In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the Offeror to make an adequate interpretation of this RFP, an addendum to the RFP will be provided on the web page (http://www.mesacounty.us/publicworks/bids/) Addenda to this RFP may be issued at any time prior to the time set for receipt of proposals, therefore Offerors should check the web site often. The Offerors are required to acknowledge receipt of any addenda by submitting a signed copy of each addendum issued. Signed copies must be submitted as part of the signed proposal submittal.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer (see 1.2 above) unless otherwise required in the RFP. Any request for withdrawal of an offer must be signed by the individual who signed the initial proposal submittal.
1.9 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by Mesa County based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation the Offeror agrees that any offer it submits may be accepted by Mesa County at anytime within 90 days from the closing (see 1.2 above).

Mesa County reserves the right to reject any portion or the entire offer and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of Mesa County. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection for non-rresponsiveness.

1.10 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation costs shall be at the Offeror’s expense and are the Offeror’s sole responsibility.

1.11 AWARD

It is the intent of Mesa County to select the firm best qualified and technically able to provide the required services within the project’s proposed schedule. Selection of a firm will be made on the proposals received as set forth in Section IV.

1.12 CONTRACT ADMINISTRATION

Mesa County Public Works shall be responsible for administration of the contract for compliance and performance with the interpretation of terms and obligations, scope, schedule, and budget.

1.13 SUBSTANTIATIVE PROPOSALS

The Offeror shall certify (a) that his/her proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other Offeror to put in a false or sham bid; (c) that he/she has not solicited or induced any other person, firm, or corporation from proposing; and (d) that he/she has not sought by collusion to obtain for himself/herself any advantage over any other Offerors or over Mesa County.

1.14 GOVERNING LAW

The laws of the State of Colorado shall govern any contract executed between the successful consultant and Mesa County. Further, the place of performance and transaction of business shall be deemed to be in the County of Mesa, State of Colorado,
and in the event of litigation, the exclusive venue and place of jurisdiction shall be the District Court of the Twenty-First Judicial District, Mesa County, Colorado.

1.15 SCHEDULE OF EVENTS

The schedules of events are as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertise Request for Proposal</td>
<td>9-9 &amp; 9-12-18</td>
</tr>
<tr>
<td>Document Available</td>
<td>9-10-18</td>
</tr>
<tr>
<td>Pre-proposal Conference</td>
<td>N/A</td>
</tr>
<tr>
<td>Written Questions Due Date</td>
<td>9-17-18</td>
</tr>
<tr>
<td>Proposal Submittal Due Date</td>
<td>9-24-18</td>
</tr>
<tr>
<td>Award of Contract (estimate)</td>
<td>9-28-18</td>
</tr>
<tr>
<td>Contract Presented in Public Hearing to the Board of County Commissioners (estimate)</td>
<td>10-8-18</td>
</tr>
<tr>
<td>Kick-Off Meeting (estimate)</td>
<td>10-9-18</td>
</tr>
<tr>
<td>Final Construction Plans and Contract Documents Due</td>
<td>4-29-19</td>
</tr>
</tbody>
</table>

1.16 INQUIRIES

Technical questions about the scope of services, budget and finance, or other project specific question regarding this RFP shall be in writing and directed to NAME. All procurement questions concerning the proposal process or any contractual questions shall be directed to Connie Hahn. A written response to any inquiry will be provided in the form of an Addendum to the solicitation to each Offeror. All questions shall be submitted in writing no later than five (5) calendar days prior to the deadline for submission of offers. Verbal inquiries will not be accepted.

Erik Borschel
Staff Engineer
200 South Spruce Street
P.O. Box 20,000
Grand Junction, CO 81502-5013
970.255.7190
erik.borschel@mesacounty.us

Connie Hahn
Assistant to the Director
200 South Spruce Street
P.O. Box 20,000
Grand Junction, CO 81502-5013
970.244.1812
connie.hahn@mesacounty.us

WRITTEN QUESTIONS RELATED TO THIS RFP SHOULD ONLY BE DIRECTED TO THE MESA COUNTY PUBLIC WORKS DEPARTMENT. ANY CONTACT WITH OTHER MESA COUNTY DEPARTMENTS BY YOUR FIRM WILL BE CONSIDERED GROUNDS TO DISQUALIFY YOUR FIRM’S RESPONSE TO THIS RFP.
SECTION II
MINIMUM SPECIFICATIONS

2.0 SUMMARY OF INTENT

It is the intent of this Request for Proposals (RFP) to award a contract to a consulting firm for all work associated with the successful completion of the 22 Road, I to J Road Project. The successful Offeror, hereinafter referred to as Consultant, must be prepared to perform services as outlined in Section II and III. It is the County’s goal to obtain professional services from a Consultant who will provide high quality plans and specifications, customer service and project management. The award of the contract will be based on the evaluation criteria outlined in Section IV of this RFP.

2.1 PROJECT DESCRIPTION

The intent of this project is to improve an approximately 1 mile long section of 22 Road from I Road to J Road. The 22 Road Corridor Study completed in 2014 provides a preliminary design and is included as reference. The Consultant will be tasked with completing the design process and preparing final construction drawings and specifications.

2.2 GENERAL INFORMATION

Notice to Proceed
Work will not commence until the written Notice-to-Proceed is issued by Mesa County with certification from the Consultant that the work will be completed within the allotted time. Subject to approval, the time charged may exclude the time lost for:

- Reviews and approvals
- Response and direction

Consultant Responsibility and Duties
The Consultant shall designate a Project Manager, hereinafter referred to as Consultant PM, who shall be responsible for all professional design services required for Final Design Plans, Construction Specifications and Construction Contract Documents. Consultant is responsible for analysis of pertinent project related items and the preparation of plans, specifications and estimates for the construction advertisement of the project. The Consultant is also responsible for providing engineering services for the acceptance of construction of the improvements. The Consultant shall appoint a responsible member of the firm to be the contact person for all services after design. That person will be available until the end of construction to provide resources for the Mesa County Project Manager and the selected contractor in order to expedite the construction of the project and to provide timely response to design issues as they arise. The Consultant shall further be required to secure any and all required permits as may be necessary for completion of the project. Descriptions of the consultant responsibilities and duties are further described in this document.
Project Management Team
The project management team shall consist of the County Project Manager (County PM) and the Consultant Project Manager (Consultant PM).

Project Communication and Billing
The routine working contact will be between the County PM and the Consultant PM. The Consultant PM and County PM will provide each other with the following:
- A written synopsis or copy of their respective contacts (both by telephone and in person) with others regarding the project
- Copies of pertinent written communications
The Consultant will provide the following on a routine basis:
- Coordination of all contract activities by the Consultant PM
- Periodic reports and monthly billings (the billings will include a current project schedule with identified milestones, percent of work complete by project task, percent of budget spent for each project task, and percent of budget remaining for each project task)
- Minutes of all meetings

Approval of Reports and Submittals
In general, all reports and submittals must be approved by the project management team prior to their content being utilized in follow-up work effort.

2.3 REQUIRED COMPLIANCE

The Consultant must comply with applicable Federal, State and/or local laws and regulations, including all other applicable laws, regulations, ordinances, codes and rules of any governmental entities that have jurisdiction. The Consultant agrees to defend and indemnify Mesa County against all losses, expenses, and damages arising from violation of any of the above laws, regulations ordinances, codes, and rules.

2.4 STANDARDS

The design shall utilize the existing Mesa County right of way and existing easements where possible. Additional right of way, easements and temporary construction easements for any encroachments by road realignment, slopes or facilities on property outside the existing right of way limits shall be identified by the Consultant early in the design phase and will be obtained by Mesa County.

The project design shall conform to all Mesa County policies and the “desirable” design standards identified by the Consultant and accepted by Mesa County. These standards shall utilize the Mesa County Stormwater Management Manual, AASHTO Design Manual, Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction (latest edition), CDOT M&S Standards (latest edition) and other industry standards as reference. Where necessary, the Consultant may use engineering judgment in varying from the “desirable” design standards. In such a case,
the Consultant shall document in writing the project specific condition that necessitated variance from the standards along with a description of the basis behind selection of the new varied standard. In any case, project features shall comply with all Federal and State regulations.

Design work shall be performed by a Professional Engineer (PE) registered in the State of Colorado and said engineer shall be designated as the PE of record for this project.

Survey work shall be performed by a Professional Land Surveyor (PLS) registered in the State of Colorado and said surveyor shall be designated as the PLS of record for this project. All surveying work shall be based on the Mesa County Local Coordinate System (MCLCS).

2.5 PROJECT INFORMATION

Project Background
22 Road is a primary north-south corridor located between Grand Junction and Fruita. This project will complete the design of improvements to an approximately 1 mile section of 22 Road from I Road to J Road to accommodate future traffic projections. Preliminary design has been prepared in 2014 as part of the 22 Road Corridor Study. This work shall be in conformance with all applicable Colorado Department of Transportation and/or Mesa County standards and policies, unless otherwise approved by the County PM.

Project Goals
This project is intended to produce the following improvements:
- Improvements to the 22 Road section and alignment. Previous projects on 22 Road have resulted in a horizontal centerline adjustment of up to 8 feet.
- Improvements to drainage crossings for the Copeco Drain and Stockert Drain
- New structure crossing the Grand Valley Mainline Canal

Items to Be Provided by Mesa County
To complete the deliverables, the following items will be furnished to the Consultant by Mesa County:
- Right-of-way acquisition and appraisal services
- Right-of-way Base Map
- 22 Road Corridor Study
- Latest structure inspection report

Mesa County has available some limited survey and topographical information provided within this RFP. The Offerors need to evaluate and choose if the data is sufficient for design and construction or supplement the data with additional survey and verification of supplied data of which the cost shall be included within your proposal.
Existing Features
Existing facilities, structures, utilities and lighting will be identified and evaluated by the Consultant as part of this project. Known facilities and/or structures include water, gas, overhead power, irrigation, culvert crossings for the Copeco Drain and Stockert Drain, and box culvert crossing for the Grand Valley Mainline Canal.

2.6 PROJECT MANAGEMENT REQUIREMENTS

Project Coordination
The consultant shall be responsible for the following:

- Coordination of all work tasks being accomplished by all parties to ensure work completion stages are on schedule.
- Framework for communication between the County, affected residents and property owners, utility companies, districts and other impacted entities
- Identification of contact information for all utility owners, including irrigation water suppliers and users
- Identification of potential utility construction/relocation problems and/or conflicts (to include private utility locates and potholing as necessary to determine the extent of the conflicts, include a $5000 allowance in scope fee for private locates and potholing)
- Coordination with utility companies and conflicting utility resolution
- Identification of affected property owners, their contact information (using the assessor records) and coordination of the design with them
- Communication with neighbors and administration of 2 neighborhood meetings
- Meeting minutes

It is anticipated that coordination will be required with the following entities:

- Mesa County
- Affected utility providers (to be determined during survey). Known utility companies include 5-2-1 Drainage Authority, Charter Communications, Grand Junction Drainage District, Grand Valley Irrigation Company, Grand Valley Rural Power, Grand Valley Water Users, Qwest, Ute Water, and Xcel Energy.
- Federal and State Agencies
- Environmental Clearance Agencies
- Adjacent property owners

Affected Property Owner Information and Design Coordination
The Consultant will establish a line of communication with each property owner affected by the project to accomplish the following:

- Provide current project information
- Communicate and coordinate impacts the project will have on the frontage of their property
- Coordinate acquisition of right-of-way, permanent easement, temporary construction easements and other right-of-way/easement activities
A public project meeting/open house will be arranged by the Consultant after the Project Kick-off and 90% design phases.

The Consultant shall designate a member of the design team as the Property Owner Manager to be the primary contact for property owners. A record of all communication between the Property Owner Manager and property owners shall be maintained and made part of the project records. The Consultant’s designated Property Owner Manager and the County PM will meet with each property owner a minimum of # times during the preconstruction phase.

**Schedule Preparation, Tracking and Coordination**
The project activities along with communication, consensus building, project team reviews, conceptual design, data gathering, documentation, and formal public notice should be planned by the Consultant and coordinated with the County PM. The time of their accomplishment will overlap and parallel paths of activity should be planned to finish the development phase in accordance with the shortest possible schedule.

- Project timeline with monthly up-dates to track progress toward final submittal
- Schedule shall reflect submittal dates which allow a sufficient review phase for Mesa County Public Works prior to each progress meeting and a two week review phase after the 90% plan submittal date.

**Project Meetings**
Progress Meetings will be arranged and conducted by the Consultant to review the following:

- Latest project developments
- Activities required to be completed since the last meeting
- Coordination and tracking of work effort
- Problems encountered/anticipated and resolution/potential solutions
- Project schedule update
- Action items
- Coordination required with other agencies
- Revised construction cost estimates

These meetings should coincide with important project milestones; however, the type and number of meetings, documents, etc., will depend on the category and characteristics of the project work. The Consultant should anticipate a minimum of 2 progress meetings with the Consultant’s design team, Mesa County Public Works and others.

It is anticipated that the following meetings will be required:
- Mesa County design kickoff meeting
- Public meeting/open house
- Mesa County 60% design review
- Mesa County 90% design review
- Public meeting/open house - final plan information
• Meetings with adjacent property owners (2ea)
• Meetings with utility companies (2)

Project Meeting Minutes
Project Meeting Minutes shall be completed and provided to the Project Manager within five (5) working days of the actual meeting. When a definable task is discussed during a meeting, the minutes will identify the “Action Item”, the party responsible for accomplishing it, and the proposed completion date.

Quality Assurance Reviews / Accuracy Tests
Quality assurance reviews and accuracy tests are vital to the success of the project and shall be performed on a regular basis throughout the project by the Consultant. Submittals shall be reviewed prior to being released for review by the County. Written documentation confirming the completion of these reviews and tests shall be provided in writing to the County PM with each submittal and shall be made part of the project records. The County PM may reject any submittals that do not include documentation of such review, or for which the submittal quality indicates the review was inadequate.

Review by Professional Land Surveyor and Professional Engineer
The accuracy tests/reviews are to be conducted by the PLS and PE in responsible charge for the project. Further review of all aspects of the field and office work shall also be the responsibility of the PLS and PE in responsible charge.

2.7 DATA COLLECTION AND ANALYSIS

Initial Project Scoping
• Conduct initial research and investigations for familiarity with existing improvements, reports and conditions
• Identify scope elements, responsibilities and coordination necessary to complete the work
• Review applicable documents and requirements
• Ensure that any mitigation or commitments are addressed
• Discuss possible design options
• Identify design criteria (submit a project memo summarizing specific design criteria)
• Identify all permits and/or clearances needed including any Environmental, Federal and/or State Clearances as may be required.

Pre-survey Conference
A pre-survey conference shall be held. The Consultant shall attend the Pre-survey conference prior to any right-of-way or survey work.

Right-of-Entry (ROE)
Some activities may require work on land not controlled by Mesa County for which the Consultant must obtain the necessary written permission to enter the premises. Written permission must be obtained prior to data collection.
• Evaluate requirements of all disciplines that require ROE including survey, geotechnical, environmental, utility, etc for the process
• Prepare ROE form(s) that identify the data collection needs (for estimating purposes it is estimated that there are approximately 25 parcels located within the corridor area and affected properties)
• Included in this written permission will be the names and telephone numbers of persons to contact should notification prior to entry be necessary
• These written permissions apply to Mesa County personnel as well as Consultant personnel
• Mailing of the ROE form(s) including a stamped self-addressed envelope with the mailing
• Obtain completed ROE form(s) to secure landowner permission to enter private property as needed to perform the required data collection
• Signed copies of written permission will be submitted to the County PM prior to entering private property for any work
• Non-responsive owners shall be telephoned, sent certified mail or contacted in person in order to obtain ROE as needed
• Since landowners are not required to provide entry, the County may need to petition the court should ingress be necessary (such petition is not included as part of this scope of work for this project)
• Some activities such as materials testing on existing pavement may require a permit
• Permits will be obtained and copies submitted to the County PM

Geotechnical Investigation and Engineering
• Complete a geotechnical investigation and design report including recommended structural section and potential subgrade stabilization design
• Determine test hole locations and coordinate with the County PM
• Collect soil samples and test for classification, moisture-density relationship, resistance value, corrosiveness, and bearing capacity
• Scope shall include evaluation of surface and subsurface soil and geologic conditions of the site relevant to the construction of the new road alignment and replacement structures.
• Explore subsurface conditions to a depth exceeding the influence of the proposed construction.
• Evaluate by laboratory and field tests the general engineering properties of the various strata which could influence the bridge construction and foundation.
• Define the general geology of the site including key geological hazards which could have an effect on the bridge construction and foundation.
• Develop geotechnical criteria for site grading and earthwork
• Identify potential construction difficulties and provide recommendations concerning these problems.
• Recommend an appropriate foundation system for anticipated structure and develop criteria for bridge foundation design. Soils and groundwater shall be evaluated for corrosion potential. The report shall contain recommendations to mitigate anticipated corrosion problems with the bridge foundation and superstructure.
• The geotechnical analysis of bridge foundations should be performed on the basis that all stream bed material in the scour prism above the total scour line for the design flood (for scour) has been removed and is not available for bearing or lateral support. In addition, the ratio of ultimate to applied loads should be greater than 1.0 for conditions of scour for the superflood. (See HEC 18, Chapter 3.)

• Prepare and submit a soils investigation report

Field exploration and laboratory testing at a minimum shall include:

• Soils Investigation utilizing ASTM D-1587 Thin-walled Shelby Tube
• ASTM D-1586 Standard Penetration Testing (SPT)
• ASTM D-2487 Soil Classification
• ASTM D-4546 One Dimensional Swell or Settlement Potential for Cohesive Soils
• ASTM D-3080 Direct Shear Strength, C_d
• ASTM D-2937 In-Place Soil Density
• ASTM D-2216 Moisture Content of Soil
• ASTM D-2844 R Value of Soils (Hveem-Carmany)
• ASTM D-698A Moisture Density Relationship
• ASTM D-1883 California Bearing Ratio (CBR)
• FHA-701 Expansive Soils, Soil PVC Meter

**Establish Project Control Monumentation**

Care is to be taken to install said monumentation in locations that are readily usable for the project and in a safe location so that they can be utilized throughout construction.

**Local Project Control**

Survey the required project control (centerline/baselines and elevation reference) as required. Prepare a survey control diagram showing graphical representation of all monuments used for control. Tabulate coordinates and physical descriptions of all found monuments and other physical evidence.

**Land Survey/Boundary Survey**

Tie aliquot, property and other land monuments to the control survey. Prepare a Land Survey Control Diagram showing graphical representation of all found aliquot, property and land monuments and their relationship to the project control. Tabulate the coordinates and physical description of all found monuments and other physical evidence.

**Right-of-Way Verification and Mapping**

• Mesa County will provide a right-of-way plan depicting all survey information that creates the right-of-way
• Verify the right-of-way information and locate the right-of-way to survey accuracy for use in the base map
• Stake the existing right-of-way at 100 ft. intervals and 50 ft. intervals within 150 feet of an intersection
• Intersecting right-of-ways shall be staked back 100 feet at 50 foot intervals.
• Notify the County PM of any discrepancies with the right-of-way plan and field verification

**Data Collection and Research**
Data collection shall extend a minimum of 10 feet beyond the right-of-way.

**Topographic Survey**
Collect the data required to produce a planimetric map. Features located will include, but not be limited to signs, mailboxes, fences, driveways, curb cuts, curbs, sidewalks, and edges of pavements. Horizontal accuracy shall be comparable to the accuracy specified in the CDOT Survey Manual for a CDOT Class C survey without the TMoss coding system requirement.

**Terrain (Relief or Elevation) Survey**
Collect elevation data. Natural ground elevations shall be as specified in the CDOT Survey Manual.

**Existing Roadway Attributes**
- Collect roadway layout attributes and condition information for roadways in the study area
- Detailed comprehensive topographic survey (1 foot contour intervals) to develop a base map for design

**Utility Survey**
- Locate utility poles, manholes, valves, pedestals, guy wires, irrigation and other visible utility features
- Survey underground utilities as marked by the utility companies
- Determine invert elevations of manholes and vaults and survey the locations of utilities exposed by “potholing”
- Detailed horizontal and vertical utility information will be required. Where the utility location has the possibility of impacting design or construction, the horizontal and vertical information must be verified. Assumed locations or depths will not be permitted.
- The Consultant shall not rely on the Utility Notification Center of Colorado (U.N.C.C.) program for all utility markings. The Consultant may request design locates through U.N.C.C.; however, utility companies are not required to mark their facilities for design. Further, some utilities and/or private utilities which are not members of the U.N.C.C. system will not be marked via these requests. As stated in Section 2.6, the proposed cost shall include a line item for private locates and potholing to fulfill the requirements of this utility investigation.

**Hydraulic Survey**
- Locate culverts, storm sewer pipes, inlets, vaults, manholes and determine invert elevations
• Locate inlets and determine invert elevation of pipes
• Accomplish drainage situation surveys for designated culverts and bridges

**Base Map Development**

• The information in the base map shall include but is not limited to a topographic survey and utility survey throughout project, all existing section line and right of way boundary monumentation within the project, any other survey monumentation found, topographical cross-sections of the roadway at 50 foot intervals, through and turning lane configurations, shoulder locations, general widths of shoulders, lanes and roadways, on-street parking areas, off-street parking areas, driveway and access locations, specific traffic control such as signalization or stop control, drainage, utility and irrigation facilities, sidewalk and bike facility locations, structures, utility vaults, signs, mailboxes, pedestrian crossing routes, trees, significant vegetation, landscaping features, large rocks and/or boulders, fences
• Wetlands delineation (to be performed by others) shall be included in the drawing

**Traffic Control**

• Consultant field activities that interfere with traffic operations within existing roadways will require control of traffic
• Consultant will plan and provide any required traffic control for the survey, testing, or the design process
• Traffic control operations will be in accordance with the MUTCD
• The proposed Method for Handling Traffic (MHT) must be submitted to the County PM for approval
• Certification of the Traffic Control Supervisor as a worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) or as a TCS (Traffic Control Supervisor) by the Colorado Contractors Association (CCA) shall be required

**NEPA Investigation**

**Wetlands, MBTA, T&E and Biological Resources.** The Consultant shall provide a Natural resource specialist to review the project. All wetlands within the alignment will be delineated in compliance with the Colorado West Regulatory Branch (Sacramento District) Corps of Engineers (Corps) requirements. A memo summarizing the environmental resource findings will be developed. Recommendations for compliance and all necessary permit applications will be prepared by the consultant.

**Cultural Resources.** The proposed project will be evaluated for historic/archaeological resources that could be impacted during the construction. Each cultural resource will be assessed for potential impacts to the project. Coordination with State Historic Preservation Office and Mesa County will be provided.

2.8 **INTERMEDIATE DESIGN (60%)**
The intermediate design shall be developed to resolve any remaining issues and solidify the design proposal.
Roadway Design and Roadside Development
- Prepare and provide 60% roadway design plans incorporating all input from applicable specialties and entities and resolving any constraints identified
- The 60% plan set shall include all sheets anticipated for the final construction plan set including the signage and striping plans
- The following items will be included on the 60% plans:
  - Extents of temporary construction easements
  - Clear sight triangles at intersections and all roadway accesses
  - Index of anticipated CDOT Standard Specifications and Special Project Specifications and Provisions
  - Impacts to all adjacent properties with proposed access transition design (ie: driveways, secondary accesses and field accesses)

Pavement
- Provide geotechnical investigation, final pavement structure alternatives and sub-base stabilization recommendations

Utility Coordination
- Prepare and provide 60% utility plans including utility and irrigation relocate design and coordination with utility owners
- Meet with all utilities to mitigate construction impacts

Drainage Engineering
- Prepare and provide 60% drainage design and proposed drainage structure sizing, location and cost analysis

Right-of-way, Permanent Easements, and Temporary Construction Easements (TCE’s)

Provide determination of right-of-way, permanent easement, and temporary construction easement needs. Stake proposed right-of-way and easements when requested by the County Right of Way Agent. Legal documents for the acquisitions shall be provided to the County at the 60% design phase and shall include:
- Overall drawing to demonstrate the Right-of-way and Easement needs for the project. The drawing should conform to the requirements of the CDOT Right-of-way mapping.
- Written legal descriptions for each, labeled Exhibit "A"
- Description map for each, labeled Exhibit "B"
- The description map shall depict all improvements affected such as landscaping, irrigation, sprinkling systems, mailboxes, fences, structures, etc
- Electronic and hard copy of the above to the County

Provide summary of coordination activities with adjacent property owners

Preparation for 60% Design Review Meeting
- Coordinate, complete, and compile the plan inputs from other disciplines
• Prepare the revised Opinion of Probable Cost for the work described in the 60% plans based on estimated quantities
• The 60% plans and legal exhibits for temporary construction easements shall be submitted to the County PM for a preliminary review prior to the Meeting
• Provide written documentation confirming the completion of quality assurance reviews and tests to the County PM

60% Design Review Meeting
• Conduct a project site visit/walk thru with Mesa County Engineering, Construction Management, Road and Bridge, and Traffic representatives.
• Prepare meeting minutes and distribute as directed.
• Resolved design decisions concerning questions raised by the meeting in cooperation with the management team
• Revise/correct the 60% design original plan sheets in accordance with the meeting comments.
• Provide final copies of the legal exhibits to the County PM
• The Consultant shall complete the revisions required by the review before this phase of work is considered to be complete.
• Presentation of resolutions for affected utilities, drainage concerns, irrigation conflicts and physical constraints
• Presentation of revised schedule
• Presentation of revised Opinion of Probable Cost

Deliverables
Revised schedule, 60% plans, revised drainage report, revised quantity evaluation, geotechnical investigation, revised preliminary opinion of probable cost, final right-of-way, permanent and temporary construction easement descriptions and figures, design reports and quality assurance/accuracy test memorandum

2.9 FINAL DESIGN (90%)

Project Review
• Update project schedule
• Coordinate activities
• Finalize design decisions, variances and justification process

Roadway Design and Roadside Development
• Prepare and provide final roadway design plans incorporating all input from applicable specialties and entities

Utility Coordination
Following the finalization of the roadway horizontal alignment and profile grade and the horizontal and vertical location of drainage structures, sewers, and other underground structures:
• Coordinate to identify and resolve any conflicts to finalize utility relocation coordination
• Prepare and provide final utility plans.
• Meet with all utilities to mitigate construction impacts

The final utility plans shall be prepared following the resolution of the previous design review comments, the completion of the final drainage design, and the completion of the design of the other items in the list below.

The final utility plans shall include all horizontal and vertical locations of the existing and proposed utilities and any other details which would indicate possible utility conflicts. The new or revised utility locations will be added to the plan topography. Conflicts will be resolved and appropriate pay items and specifications added, if required, to adjust utilities.

**Drainage Design**
• Review data and information developed under the preliminary hydraulic investigation and update in accordance with decisions made at previous review meetings
• Review and update the preliminary hydrology/hydraulics report and provide copies of the final drainage report containing all of the revisions
• Include special provisions to instruct the contractor of his obligations for obtaining the applicable Stormwater Construction permits.

**Materials Engineering**
• Finalize and provide the stabilization plan/pavement design report
• Finalize geotechnical considerations and incorporate them into the plans

**Traffic Engineering**
• Prepare and provide permanent signing/pavement marking plans

**Preparation for the 90% Design Review Meeting**
• Coordinate the packaging of the plans
• Calculate plan quantities and prepare the tabulations and summary of approximate quantities
• Prepare Final Opinion of Probable Cost (item numbers, descriptions, units and quantities shall be listed and submitted to the management team)
• In addition to the plan sheets, the special provisions shall be provided (Note: This will consist of those unique Project Special Provisions which have to be written specifically for items, details and procedures not adequately covered by Standard Specifications and Standard Special Provisions. Also a list of the Standard Special Provisions which are applicable to the project shall be prepared.)
• Submit the 90% design plans and specifications to County PM for a preliminary review at least two weeks prior to the 90% design review meeting
• Provide written documentation confirming the completion of quality assurance reviews and tests to the County PM
90% Design Review Meeting and Follow-up
- Same as the 60% Design Review Meeting.
- The meeting minutes shall be prepared by the Consultant and approved by the County PM, and distributed within two weeks of the meeting as directed.
- The original plan sheets and the specifications shall be revised in accordance with the 90% design review meeting comments and submitted to the County PM.
- Consultant will arrange a public open house to present the 90% design information. All adjacent property owners shall be individually notified by the consultant.

Deliverables
Draft final design report, draft final drainage report, draft final construction plan set (90% plans), draft project specifications and project special provisions in Microsoft Word format, draft Engineer’s Opinion of Probable Cost and draft Construction Bid Schedule in Microsoft Excel format, draft final geotechnical investigation/analysis, design reports and quality assurance/accuracy test memorandum. Submittal summarizing contact information, correspondence memos and status of coordination with utility owners regarding resolution of utility conflicts and design review memorandum.

2.10 DESIGN PHASE COMPLETION

Upon receipt of the 90% plan review comments from the County, all final revisions shall be made to the plans and reports and the design phase shall be considered complete once the following tasks have been completed by the Consultant.

Permits and Environmental Clearances
- Required agreements and/or permits (Railroad, Stormwater, Floodplain, Corps of Engineers and other Federal, State and Local permits necessary and/or required for the project)

Construction Plan Package
The bid plan construction contract package shall consist of the revised final plans and will completely describe the work required to build the project including project standard and special provisions and detailed quantities. A final opinion of probable cost shall also be provided. A bid schedule shall be provided in Excel format for inclusion in the final bid package. All other provisions will be provided in MS Word format.

Final Engineering Package
The consultant shall submit an electronic copy of the following:
- All project calculations or worksheets
- All final reports and their approvals
- All reports will have the latest revisions included
- Copies of variances, design decisions, and variance approvals
- Project meeting minutes
- Utility coordination package
- Utility agreements and information regarding the utility location and clearance conditions
Deliverables
Final stamped Construction Plan Package in Adobe pdf 11x17 format and an electronic copy of construction plans in AutoCAD Civil 3D, (within last 3 versions); project special conditions specifications (hard copy and electronic copy in Microsoft Word format); final design report; final drainage report; final pavement design report; final Engineer's Opinion of Probable Cost, final bid tabulation (hard copy and electronic copy in Microsoft Excel format) and Final Engineering Packages

2.11 DESIGN PHASE DURATION

The time period for the preconstruction activities described in this scope is approximately 138 working days plus time necessary for agency review. Upon final review and comment all final documents shall be submitted by April 29, 2019.

2.12 BID PHASE SERVICES

Bid Phase Contact
The chosen firm shall be the primary contact for technical questions regarding the bid documents and the Project by contractors. A list of all questions shall be maintained by the chosen firm during the bid phase. Addenda shall be issued by the chosen firm as necessary to answer all pertinent questions.

Pre-Bid Meeting
The chosen firm will conduct the pre-bid meeting. The meeting will be held to introduce the Project to interested contractors and answer questions they have at that time. The chosen firm shall prepare an agenda and take minutes of the meeting. The minutes and addenda to address questions from the meeting shall be distributed to those who attended the meeting.

2.13 CONSTRUCTION PHASE SERVICES

Design and Construction Support
- Stake right of way, temporary construction easements and clear sight triangles

Construction Oversight
- Response to all technical questions during construction and prepare documentation, if necessary
- Attendance at regularly scheduled weekly construction meetings during the construction period as required by the construction project manager
- Construction site design support as needed by the construction project manager
- Construction documentation
- Professional Engineer stamped “As-Built” record plan set

Review of Shop Drawings
Maintain a log of all submittals which includes the following information:
• Submittal description
• Date received
• Date transmitted back to the sender
• Review the construction contractor’s shop and auxiliary drawings for conformance and compliance with the contract documents and the provisions of the current Mesa County and CDOT Standards
• Review requests for material and/or product substitutions as submitted by the contractor for conformance with plans and specifications

**Technical Assistance Services**
The Consultant shall provide technical assistance to Mesa County project personnel on an as-needed basis including, but not limited to the following services:
• Respond to questions in the field that arise relative to the plans, details or special provisions
• Provide a resource for construction survey crews in generating their staking data
• Evaluate and provide opinions on owner requested design changes
• Evaluate and provide opinions on contractor requested design changes
• Calculations, drawings, and specifications as needed

**Post Design Plan Modifications**
When requested by the Mesa County Project Manager, the Consultant shall provide design services for plan modifications required by unforeseen field conditions, owner requested design changes, or contractor requested design changes. Design plan modifications will be prepared in a format to submit and obtain approval from Mesa County prior to its construction.

Design Plan Modifications are not included in this scope of work and cost estimate. A task specific proposal will be submitted and approved by the Mesa County Project Manager prior to commencement of any design plan modification.

**Deliverables**
• Record plan set
• Construction documentation related to design

**2.14 CONTRACT DURATION**

It is the intent of Mesa County plans to enter into a contractual agreement for a one (1) year period or until construction completion.
SECTION III
PROPOSAL CONTENT

3.0 SUMMARY

Mesa County will be using the evaluation criteria set forth in Section IV of this RFP to make the award of this contract. All proposals must be submitted to Mesa County Public Works in a sealed envelope marked: 22 Road (I to J Road) Improvement Project (RFP-18-03107)

3.1 PROPOSAL FORMAT

The proposal shall include the information in the format outlined in this RFP and is limited to no more than twenty (20) pages. The proposal may be printed on double sided pages; however, each printed side shall be counted as one page toward the limit of twenty (20). The following pages are exempt from this requirement: cover page, Financial and Exception, Certification of Immigration Compliance Agreement Statement in Section V, signed addenda if issued, table of contents, resumes and references. The proposal text and all supporting information must be provided using 10 point font or larger. Aside from the required pdf copies of the submittal items (as required in Section 1.3), the proposal shall not include electronic media.

We recommend that you include concise, but complete information about your firm, emphasizing why you believe your firm to be uniquely qualified for this project. Short listed firms may be required to make a formal, in person presentation to the Selection Committee. Mesa County may make a selection of the successful Offeror from the original proposal submittals.

3.2 PROPOSAL REQUIREMENTS

Proposals shall contain the experience and technical qualifications of the Offeror in relationship to the RFP. The proposal shall contain the following:

- Company Background and Overview
- Team Personnel and Technical Expertise
- Ability to Meet Project Schedule
- Previous Projects Similar in Scope
- Familiarity with the Project and Project Area
- Project Approach and Proposed Schedule
- Quality Assurance Methods
- References
- Attachment D - Financial and Exceptions Statement
- Attachment E - Certification of Immigration Compliance
- Signed Addenda, if applicable
As stated in Section 1.3, the following items identify the proposed fee and should not be included in the body of the proposal, but should instead be provided in a separate, sealed envelope:

- Attachment A - Schedule of Payment
- Attachment B - Hourly Rate Schedule
- Attachment C - Schedule of Fees

3.3 COMPANY BACKGROUND AND OVERVIEW

Submit a general description of the company’s background and experience. Discuss your firm’s knowledge and experience in providing the services required by the scope of this RFP. Include any other information that you feel is appropriate to assist the Selection Committee in selecting your firm for the project.

3.4 TEAM PERSONNEL AND TECHNICAL EXPERTISE

The proposal should contain information that supports your firm’s capacity to accomplish the services in the required time frame. Quality personnel are a key component to the successful completion of the project and will be an important factor in the decision for awarding this contract. Information provided shall include but is not limited to:

- Organizational chart of company and/or project team
- Identification of key personnel
- Professional qualifications, resumes and functions of personnel who will be assigned to the project
- Specific related project experience of personnel
- Personnel availability and time commitment proposed to meet the project schedule

The proposal should also include a description of the personnel’s technical expertise as demonstrated by:

- The professional qualifications and experience necessary for the satisfactory performance of the services, to include any necessary licenses and registrations.
- The company’s/team’s past performance on other contracts in terms of size, scope and quality of services and compliance with schedules. The Selection Committee may solicit from previous clients including other government agencies or any available sources any relevant information concerning the consultant’s and key personnel’s records of past performance.

Mesa County reserves the right to re-negotiate or terminate the contract if either of the following occurs:

- There is a significant (50%) change in the consultant’s key personnel.
- The engineer of record is changed during the performance of the contract.
In the event the consultant desires to change any key personnel during the contract period the consultant must submit for approval a written request demonstrating extraordinary circumstances prior to such change. In addition, Mesa County may remove any key personnel from the consultant’s design team if that person is deemed unsuitable or a hindrance to the cooperative completion of the Project.

3.5 ABILITY TO MEET PROJECT SCHEDULE

Submit a description of the staffing availability and the measures your firm proposes to implement in order to meet the project schedule described in this RFP.

3.6 PREVIOUS PROJECTS SIMILAR IN SCOPE

Submit a list of three similar projects conducted by your firm and the personnel that will be assigned to this project. Include project name, project type, personnel assigned from your team, your firm’s role in the project, location, estimated construction cost and contact information for the client.

3.7 FAMILIARITY WITH PROJECT AND AREA

Discuss the project team’s knowledge and experience as it relates to this project or the project location. This discussion should highlight your team’s knowledge as it relates to this project specifically, rather than describing relevant knowledge gained from similar projects. Include any experience with previous designs, reports, involved agencies and locations associated directly with this project and the project scope.

3.8 PROJECT APPROACH AND PROPOSED SCHEDULE

In order to evaluate the depth of your technical expertise, please provide detailed information regarding each of the following areas:

- The team’s understanding of the general project scope
- Overall philosophy - How does your firm approach projects of this type?
- Goals and methodology
- Challenges and problems anticipated
- Creative solutions and/or lessons learned
- Provide a proposed schedule and sample work plan that provides a clear description of the scope of work that will be accomplished within the project timeframe.

The proposal should not reiterate the project scope provided in this RFP, but should instead illustrate the team’s understanding of the tasks that would be required to meet the scope of the project and present the team’s proposed approach to complete these tasks.
3.9 QUALITY ASSURANCE METHODS

Quality of the work product at the time delivered is essential in reducing the time delays caused by extensive and unnecessary County review. It is the duty of the Project Team to ensure that deliverables have been thoroughly reviewed and any errors are corrected prior to delivery. It shall not be the duty of the County Project Manager to perform quality assurance during the County review period.

The Offeror should include a detailed description of the methods proposed for quality assurance of project deliverables. This discussion should include a description of how your firm successfully handled quality assurance on a previous similar project.

The County Project Manager reserves the right to require certification in writing from the consultant at the time of product delivery that the quality assurance methods fulfilled according to the methods described in the proposal.

3.10 REFERENCES

Provide a list of clients and references, including name, address and telephone number.

3.11 EXCEPTIONS

See Attachment D – Financial and Exception Statement in Section V and indicate that there are no exceptions taken to any of the terms, conditions or specifications of these RFP documents. Exceptions taken to these proposal documents or contracts must be clearly stated on a separate sheet of paper and returned with your proposal. Note that the County will consider questions and requested changes to the proposal documents during the pre-proposal period and reserves the right to reject any and all requested changes or exceptions contained in any proposal.

Note: All potential Offerors are advised that the exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the County must use their contract or agreement may be determined non-responsive and their proposal determined unacceptable.

3.12 INSURANCE CLARIFICATION

The selected Consultant 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 Consultant. The Consultant shall furnish subcontractors' certificates of insurance to the County, with a copy to the County's Contract Administrator, immediately upon request. Please refer to Attachment F.
SECTION IV
EVALUATION CRITERIA

4.0 EVALUATION CRITERIA

The following criteria will be used in the evaluation of proposals:

- Company Background and Overview
- Technical Expertise of Project Team
- Project Approach
- Previous Experience on Projects Similar in Scope and Past Performance on Previous Mesa County Projects, if Applicable
- Quality Assurance Methods
- Familiarity with Project and Area
- Completeness and Accuracy of Proposal
- Response Time of Design Team to Project Location

Proposals will be evaluated on the criteria listed above. The firm’s with the highest scores will then proceed for further evaluation which will include the design fee.

The County reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, and award the job in whole or in part, if it is in the best interest of the County.

4.1 SELECTION COMMITTEE

A Selection Committee will screen all submissions. Proposals will be evaluated by the Selection Committee based on completeness and the evaluation criteria, excluding the proposed fee, as outlined in the Request for Proposal. Through this process the Selection Committee will determine which proposals will continue for further evaluation.

The Selection Committee may determine it necessary to require oral presentation/interviews with the firms to ascertain acceptability of an offer. The Committee may request clarifications to the proposal from each of the Offerors at the conclusion of the interviews.

4.2 EVALUATION PROCESS

Those firms offering proposals selected for further evaluation by the County will be considered for award by the Selection Committee. Consideration for award by the Selection Committee will be based on the evaluation criteria, including the proposed fee, as outlined in the Request for Proposal.

The firm which is selected to perform the required services will be notified by telephone and in writing. Those firms whose proposals are not accepted will be notified in writing.
Questions regarding the proposals received and the evaluation of the proposals will be permitted only after the Contract for award has been fully executed.

4.3 AWARD OF CONTRACT

The County plans to make an award on a “Best Value” basis. The firm that is considered to be the “Best Value” will be selected for an award through a process of consideration from all the evaluation criteria, as listed in section 4.0, on a weighted basis that would best support the County’s interest in providing a quality finished product.
SECTION V
CONTRACT TERMS AND CONDITIONS
ATTACHMENT A

SCHEDULE OF PAYMENT

The County shall pay the Contractor for services rendered under RFP-18-03107, and any Additional Services agreed to in writing according to the following:

- Labor shall be paid for on an hourly rate basis in accordance with Attachment "B", Hourly Rate Schedule (dated _____) for each hour spent in performing such services.

- Other Direct Costs (reproduction, travel, miscellaneous, etc.) shall be paid for at 100% of actual costs incurred so long as the costs and rational for the costs are reasonable. The Contractor shall provide copies of all invoices that support these expenditures. Mesa County reserves the right to review the reasonableness of costs submitted for reimbursement at any time.

- Outside services (services provided by independent professional associates and consultants of the Contractor) shall be paid for at a maximum of a 105% of actual costs incurred.

The total cost for services (Attachment "C", Schedule of Fees) required to fully complete the work as described in RFP-18-03107, shall not exceed $___________ unless mutually agreed to in writing by both parties.

Submitted By: (Firm Name and Address)
ATTACHMENT B

HOURLY RATE SCHEDULE

Name of Firm
Address
Phone

FEE SCHEDULE EFFECTIVE THROUGH
(Date:    )

<table>
<thead>
<tr>
<th>POSITION</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name &amp; Title)</td>
<td>(Hourly Rate)</td>
</tr>
</tbody>
</table>

(Outside services rate if any)

Submitted By: (Firm Name and Address)
ATTACHMENT C

22 ROAD (I TO J ROAD) IMPROVEMENT PROJECT

SCHEDULE OF FEES

Offeror will provide Mesa County a broken-down detail of their total cost of services based on Section 2.0 of RFP-18-03107. This breakdown should show at a minimum:

Task Description
Personnel hours and total cost per task

This breakdown should indicate all cost justifying the Not to Exceed quote, which will include meetings, printing, etc.

When submitting pay applications the Consultant should refer to Article 2 of the Agreement which states: County shall pay the Consultant for its services in accordance with Attachment A ("Schedule of Payment") and shall submit charges as shown in Attachment C ("Schedule of Fees"). The invoice statement shall include phase total billed or percent billed and project percent filled. The consultant should also be aware that Per Article 3 of the Agreement, Mesa County will not be liable for any charges or additions that are not agreed upon in writing before work commences.

Submitted By: (Firm Name and Address)
ATTACHMENT D

Respondent is required to submit

Financial and Exception Statement

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. You may submit any additional information you desire, but the total number of pages for this attachment should not exceed ten (10) pages.

1. Name of Respondent:

2. Permanent main office address, email and phone number:

3. When Organized:

4. If a corporation, where incorporated:

5. How many years have you been engaged in the business under your present firm or trade name?

6. Give bank references:

7. What type of liability insurance, and what coverage limits do you currently carry for your organization, and give the name of the insurance carrier:

8. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the County?
The undersigned Offeror acknowledges the right of the County to reject any and all proposals submitted and to waive informalities therein. All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Print the words “No Exceptions” here ________________ if there are no exceptions taken to any of the terms, conditions, or specifications of these quotation documents. If there are exceptions taken to any of these terms, conditions or specifications of these quotation documents, they must be clearly stated on a separate sheet of paper, attached to this quotation sheet and returned with your quotation. Should Mesa County omit anything from this RFP package, which is necessary to a clear understanding of the requirements, or should it appear that various instructions are in conflict, then the Contractor shall secure instruction from Connie Hahn, telephone number (970)244-1812, prior to the date and time of the deadline for questions shown in the RFP.

Offeror agrees to perform all work described in the Contract Documents for unit prices or lump sum as shown on the Attachment “A” Schedule of Payment. The Offeror further agrees that no proposal may either be changed or withdrawn, without the consent of the County for a period of sixty (60) days after the scheduled time for opening the proposals.

The Offeror shall certify (a) that his/her proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other Offeror to put in a false or sham bid; (c) that he/she has not solicited or induced any other person, firm, or corporation from proposing; and (d) that he/she has not sought by collusion to obtain for himself/herself any advantage over any other Offerors or over Mesa County.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the County in verification of the recitals comprising this Statement of Respondent’s Qualifications:

Dated at:

This ________ day of __________________, 20____.

________________________________________
(Name Of Consultant)

By: ________________________________

Title: ________________________________
State of ______________________
County of ______________________

Being duly sworn deposes and says that he/she is the ______________________ 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____.
ATTACHMENT E
FOR SERVICES

NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND CERTIFICATION BY CONSULTANT

___________________________, ("Consultant" herein) acknowledges that Consultant 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 Consultant 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 Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;

3. The Consultant has verified or attempted to verify through participation in the basic pilot program that the Consultant does not employ any illegal aliens and, if the Consultant is not accepted into the basic pilot program prior to entering into a public contract for services, that the Consultant shall apply to participate in the basic pilot program every three months until the Consultant 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 Consultant acknowledges that the Consultant 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 Consultant obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Consultant shall be required to:

(A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Consultant 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 Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A Consultant 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 1. 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 Consultant is complying with the provisions of a public contract for services required pursuant to Section 1. 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 Consultant is complying with the provisions of a public contract for services required pursuant to Section 1. 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 Consultant 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 ____________________, 20__.

By: __________________________ [Print Name]

____________________________[Signature]
ATTACHMENT F

INSURANCE CLARIFICATION

1. 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 Contractor pursuant to this agreement and shall not start work under this agreement until such insurance coverage has been obtained and approved in writing by the Board’s Contract Administrator.

2. 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 Contractor. Contractor shall furnish subcontractors' certificates of insurance to the Board, with a copy to the Board’s Contract Administrator, immediately upon request.

3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice the Board and the Board’s Contract Administrator will be notified of 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 the Board or Mesa County shall 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 the Board and 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 Board grants specific approval for an exception.

6. Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to the Board. 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 of $100,000 each accident; $100,000 disease each employee; $500,000 disease policy limit.

   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. In addition 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 period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
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.

d. PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION ($1,000,000) per claim, and ONE MILLION ($1,000,000) aggregate for all Design/Build, Professional Service and Design Contracts.

e. 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.

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

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

Your Initial X

___ N/A ___ 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.

___ N/A ___ 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.

___ N/A ___ Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E."
The following are the Agreements and Attachments that will be used to procure professional services under a Request for Proposal. These documents reflect the minimum requirements for the phased agreements and they maybe modified and further provisions may be added during negotiations with the selected respondent.

PLEASE NOTE INSURANCE REQUIREMENTS AND LANGUAGE THAT NEEDS TO BE ON GENERAL AND AUTO CERTIFICATES.
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CONSULTANT AND MESA COUNTY (NAME OF PROJECT)
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(NAME OF RFP or RFQ)
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made by and between [ ], a Colorado corporation ("Consultant") and MESA COUNTY, COLORADO, a political subdivision of the State of Colorado (hereinafter "County" or "Board").

ARTICLE 1 - CONSULTANT'S SERVICES & PERSONNEL

The Consultant shall perform all services and furnish all materials, equipment, labor, permits and other things necessary to skillfully complete the work described in [NAME OF RFP or RFQ]. Upon notification to proceed, the Consultant shall promptly commence and diligently continue the work to completion in compliance with [NAME OF RFP or RFQ]. The Consultant's services shall be performed by experienced personnel in accordance with professional industry practices and standards.

The Consultant shall follow and comply with all federal, state and local government laws, rules, regulations, codes, ordinance and orders applicable to the work hereunder.

The Consultant shall be responsible for completeness and accuracy of its work and shall correct all errors or omissions at its own expense. The Consultant assumes entire responsibility and liability for death or injury to all persons, whether employees of the Consultant or otherwise, and damage to all property arising from or occurring in connection with the Consultant's work, caused by the Consultant's negligence or acts or omissions. Liens or claims arising from or occurring in connection with the Consultant's work shall be immediately removed and discharged by the Consultant.

Key personnel have been identified by the Consultant and relied upon by the County in awarding this Agreement. Mesa County reserves the right to re-negotiate or terminate the contract if either of the following occurs:

- There is a significant (50%) change in the Consultant's key personnel without approval; or
- The Project Engineer is changed during the performance of the contract without approval.

In the event the Consultant desires to change any key personnel or the Project Engineer during the agreement period, the Consultant must submit for prior approval a written request demonstrating the extraordinary circumstances and providing: local availability of the substituted key personnel or Project Engineer; professional qualifications; related project experience; and, current and future commitments. In addition to the remedies above, if, for whatever reason, a key personnel or Project Engineer is deemed unsuitable or a hindrance to the cooperative completion of the Project, Mesa County may remove that person from the Consultant's design team.
ARTICLE 2 - COMPENSATION

County shall pay the Consultant for its services in accordance with Attachment A ("Schedule of Payment") and shall submit charges as shown in Attachment C ("Schedule of Fees"). If an authorized change to the scope of work or request for additional services under Article 3 causes an increase or decrease in the Consultant's work, an equitable adjustment shall be made to the Consultant's compensation in accordance with the terms of Article 3 and this Agreement shall be modified in writing accordingly.

The Consultant shall submit statements for basic services once per month. Each invoice shall present a summary of services provided, a summary table of billings to date with respect to the contract amount, and an invoice amount based upon the work completed all in accordance with (NAME OF RFP, RFQ OR SCOPE). If County objects to any statement submitted by the Consultant, County shall so advise the Consultant in writing giving reasons therefor within 14 days of receipt of such statement. If no such objection is made the statement will be considered acceptable by County and the County’s Project Manager will make a recommendation to pay the amount recommended.

ARTICLE 3 - CHANGES TO SCOPE OF WORK, SUSPENSION

County may request the Consultant to make changes to the scope of work or perform additional services. Such changes or additions may include the work required to evaluate such a request. Prior to commencing work which constitutes such a change or addition, the Consultant and County shall agree in writing to the exact nature of the change or addition. This writing, when signed by both parties or their authorized agents, shall constitute an authorization for changes or additions and shall contain a description of the work, the commencement date and expected completion date for the work, and any special conditions applicable to the work.

If an authorization for changes or additions causes an increase or decrease in the Consultant’s work, the parties shall in good faith attempt to reach a written agreement adjusting the Consultant’s compensation in an equitable manner. The Consultant agrees to make no claim for compensation attributable to unauthorized work.

County may at any time, by written notice to the Consultant, suspend further performance of the work by the Consultant. Upon receiving notice of suspension, the Consultant shall promptly suspend further performance of the work to the extent specified. During the period of suspension, the consultant shall properly care for and protect all work in progress. County may at any time withdraw the suspension of performance of the work as to all or part of the suspended work by written notice to the Consultant specifying the effective date and scope of withdrawal. The Consultant shall then resume diligent performance of the work for which the suspension was withdrawn.

If suspension or withdrawal of suspension justifies modification of the Consultant's compensation, an equitable adjustment shall be made under Attachment "A" and this Agreement
shall be modified in writing accordingly. Mesa County or their authorized agent shall determine whether a modification is justified.

**ARTICLE 4 - RECORDS, AUDIT, OWNERSHIP OF DOCUMENTS**

The Consultant shall maintain its records of performance in safekeeping for a period of three years after completion of the work, unless the circumstances dictate retention of records for a longer period. If any dispute arises in connection with the project or the Consultant's work such as litigation, arbitration, government proceedings, audits or any other form of claim process, the Consultant shall maintain its records of performance for a period of three years after full and final resolution of the matter.

All documents, graphics, exhibits and data, including magnetic media, developed for, and furnished by the Consultant pursuant to this Agreement shall become the property of County, unless otherwise provided in this Agreement.

**ARTICLE 5 - CONFLICT OF INTEREST, NO CONTINGENT FEES**

The Consultant represents that it has no direct or indirect interest and will not acquire any such interest which would conflict with the performance of services required to be performed under this Agreement.

**ARTICLE 6 - CONFIDENTIAL & PROPRIETARY INFORMATION**

County and the Consultant, to the extent of their rights and abilities to do so, shall exchange technical data and information reasonably required of each to perform this Agreement.

Each party agrees that it will not disclose to any third party any confidential or proprietary information revealed to it by the other, if such information is not known to the public, unless such disclosure is required by state, federal or local law. This covenant shall survive termination of this Agreement.

**ARTICLE 7 - SOFTWARE RIGHTS, COPYRIGHT, PATENT, TRADEMARK**

County shall retain ownership and proprietary rights of its software programs or data to be used and/or developed under this Agreement. County retains the right to use, sell and/or modify the data and database developed and/or modified by the Consultant in performing the services under this Agreement. The Consultant assumes no responsibility for data modified or reused by County.

**ARTICLE 8 - INSURANCE**

The Consultant shall procure and continuously maintain during the term of this Agreement, insurance of the kinds and with the limits not less than the amounts shown below:
8.1 **Workers' Compensation and Employer's Liability Coverage** - Workers' compensation limits as required by the State of Colorado and Employer's Liability limits of: $100,000 each accident; $100,000 disease each employee; $500,000 disease policy limit.

8.2 **Commercial General Liability ("Occurrence Form")** - 1,000,000 combined single limit, per occurrence for bodily injury, personal injury and property damage.

8.3 **Comprehensive Automotive Liability.** $1,000,000 per accident bodily injury and property damage, combined.

8.4 **Excess Liability ("Umbrella Form")** - $1,000,000 limit per occurrence; $1,000,000 aggregate.

8.5 **Professional Errors and Omissions.** $1,000,000 PER CLAIM, minimum level of coverage.

The Consultant's insurance policies shall be endorsed to include, for the benefit of County, a 30-day advance written notice of cancellation, non-renewal, or reduction in policy limits of liability by endorsement. Additionally, it shall specifically state on the Commercial General Liability and Auto Liability policies the following: "Mesa County, its officers, officials, employees and volunteers as INSUREDs, as respects liability, on behalf of Consultant, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACCORD 25-S" form. A Certificate of such insurance coverage naming Mesa County, its officials, officers, employees and agents as insured, shall be supplied to Mesa County upon signing of this Contract. Failure to obtain or maintain such insurance shall constitute a breach of the Contract.

Consultant 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 Consultant. Consultant shall furnish subcontractors' certificates of insurance to the Board, with a copy to the Board's Contract Administrator, immediately upon request. Additional requirements are outlined on Attachment F of this Agreement.

**ARTICLE 9 - TERM AND TERMINATION**

This Agreement shall continue in force until completion of all services required of the Consultant, unless terminated by County or the Consultant pursuant to the provisions herein.

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. No such terminations shall be effective until the other party is given not less than 10 working days' written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

This Agreement may be terminated in whole or in part in writing by County for its convenience. No such terminations shall be effective until the Consultant is given not less than
10 working days' written notice of intent to terminate and opportunity for consultation with County prior to termination.

Upon receipt of a notice of termination, the Consultant shall promptly discontinue all services affected (unless the notice directs otherwise), and deliver or otherwise make available to County all finished or unfinished documents and all information which has been accumulated, developed, or prepared by the Consultant in performing services under this Agreement.

The Consultant shall be paid on a pro rated basis for work properly completed under this Agreement through the effective date of termination, less allowances for errors in work which must be corrected, or liens or claims arising from or occurring in connection with the Consultant's work. Upon any termination of this Agreement, County may take over the work and complete it by agreement with another party or otherwise.

ARTICLE 10 - GENERAL

10.1 If any part, term or provision of the Agreement is held to be invalid or unenforceable by a court or other authority with like jurisdiction to adjudicate the rights and duties of the parties, the remainder of this Agreement shall be unaffected and enforceable, and there shall be deemed substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

10.2 This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective legal representatives, successors, and permitted assigns.

10.3 No delay or failure by County to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. Payment by County shall not constitute a waiver of any breach or default by the Consultant.

10.4 In the performance of work under this Contract, the Consultant shall be deemed to be, and is, an independent Consultant with the authority to control and direct the performance and details of its work, the County being interested only in the results obtained. The Consultant shall in no way be considered an agent, employee, joint venture or partner of County. As an independent consultant, Consultant 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.

10.5 The County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Consultant 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 Consultant from responsibility for selecting appropriate means of fulfilling its obligations hereunder. The reservation of right of inspection in the County does not permit nor enlarge County's direction and control over the Consultant or Project nor grant the County authority to direct the means selected, course of work or quality of
work beyond the standards established in (NAME OF RFP or RFQ), related bid documents or proposals and industry or professional standards.

10.6 Neither party shall be considered in default of its obligations of its performance is prevented or delayed by an existing or future major condition including, without limitation, act of government, act of God, strike, insurrection, embargo, fire, flood, earthquake, explosion, riot, war, rebellion, sabotage, epidemic, or any other cause beyond the reasonable control of a party.

10.7 Notice required or permitted hereunder shall be in writing and shall be deemed to have been given when received by the party to whom it is directed by hand delivery, facsimile, or mail delivery at the address contained in Article 11 below; provided, however, as a matter of good faith and fair dealing, notice should be given in the most efficient and speedy manner called for by the circumstances;

10.8 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.

10.9 The Consultant 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 Consultant's expense, all necessary permits required by any governmental agency with jurisdiction.

10.10 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 Consultant and any sub-consultants 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 Consultant and any sub-consultants shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

10.11 This is a personal services contract on the part of the Consultant. 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. This Agreement is not intended to benefit any 3rd party.

10.12 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 Consultant's books with regard to this Contract, and the Consultant shall retain its books and records for the required period.

10.13 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 Consultant hereunder. Consultant
may contract to perform similar work for others, and is not expected to work exclusively for County.

10.14 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 attorney’s fees.

10.15 Consultant agrees that any information received by Consultant during any furtherance of the Consultant’s obligations hereunder will be treated by the Consultant as confidential and will not be revealed to other persons, firms or organizations, unless directed to do so by law.

10.16 (This paragraph applies if the work performed is a "public work"): In discharge of this Contract, Consultant 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.

10.17 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.

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

10.19 Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement, and the exhibits and attachments hereto, which may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable as provided herein in the even of a failure to perform or comply by a party to this Agreement.

10.20 Consultant 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 and to the extent cause by the negligent acts, errors and omissions of the Consultant or any sub consultant for which it is legally responsible, or any of their respective employees and agents, on a comparative fault basis in accordance with C.R.S. 13-21-111.5(6). Consultant further agrees that its obligations to the County under this paragraph include claims against the County by Consultant’s employees whether or not such claim is covered by workers compensation. Consultant expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by consultant, 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.
10.21 Consultant 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 Consultant 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.

10.22 Conformance with Law: The Consultant 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. Consultant 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 6071 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.

10.23 Non-discrimination: Consultant shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Contract.

10.24 Availability of Funds: Both parties agree that payments pursuant to this Agreement are subject to and contingent upon the continuing availability of funds for the purposes
herein. If such funds become unavailable, the Board may terminate this Agreement immediately without further liability.

ARTICLE 11 – DESIGNATED REPRESENTATIVE AND ADDRESSES

Mesa County hereby designates (NAME ENGINEER), Project Manager, to act as its Designated Representative. The Designated Representative shall have the authority to determine the reasonableness of payment requests, to enter into written additions on behalf of Mesa County if appropriate, and to attend the final review meeting to receive all information from the Consultant.

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three(3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements.

MESA COUNTY: 
Mesa County Commissioners  
<name>, Chair  
P.O. Box 20,000  
Grand Junction, CO 81502  
970-244-1604

with a copy to: 
<NAME>, Project Manager  
Designated Representative  
Mesa County Public Works  
P.O. Box 20,000  
Grand Junction, CO 81502

CONSULTANT: 


ARTICLE 12 - INCORPORATION OF ATTACHMENT

The following Attachments are incorporated into and made a part of this Agreement.

(NAME OF RFP or RFQ)

A - Schedule of Payment
B - Hourly Rate Schedule
C - Schedule of Fees
D - Financial and Exception Statement
E - Notification of Immigration Compliance
   Change Order for Professional Services
F - Insurance Clarification
IN WITNESS WHEREOF, the parties execute this Agreement on the date last written below:

MESKA COUNTY

<name> Chair
Mesa County Board of County Commissioners

Date: ________________________________

Attest:

<name>, Mesa County Clerk and Recorder

CONSULTANT

Signature ________________________________

Name & Title ________________________________

Date ________________________________

Attest: ________________________________