# Drainage Feasibility Study for Reed Mesa and Melody Estates

## Request For Qualifications

**RFQ-19-03056**

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SECTION I
GENERAL INFORMATION

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

1.1 PRE-SUBMITTAL CONFERENCE

There is no pre-submittal conference for this project.

1.2 SUBMISSION OF QUALIFICATIONS

All packets must be submitted in a sealed envelope clearly marked with the firm name, Drainage Feasibility Study for Reed Mesa and Melody Estates, RFQ-19-03056 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 S. Spruce
P.O. Box 20,000
Grand Junction, CO 81502-5013

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

Submission Deadline: 5:00 pm (MST) on November 18, 2019

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

1.3 NUMBER OF COPIES

Consultant shall submit one (1) copy of requested documents. The submittal shall remain the property of Mesa County Public Works. The following materials shall be part of the requested documents:

1. Financial and Exception Statement (Attachment A)
2. Hourly Rate Schedule (Attachment B)
3. Certification of Immigration Compliance (Attachment C)
4. Letter of Intent
5. Items required by Section III
6. One electronic copy of all submitted documents on Compact Disc (CD) or Digital Versatile Disc (DVD), or Flash Drive and in Portable Document Format (pdf). Electronic copies must include signatures where applicable.

1.4 INFORMATION

All questions regarding the submittal preparation, the selection process, or specifications and interpretations of the terms and conditions of the RFQ, shall be submitted in writing no later than seven (7) calendar days prior to the deadline for submission of offers. Send all questions to Carrie Gudorf 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 submittal if requested.

1.5 OFFEROR DUE DILIGENCE

Each Offeror shall judge for themselves as to all conditions and circumstances having relationships to the submittal, 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 Submittal.

Be aware, if the Offeror has obtained this RFQ from any source other than directly from Mesa County, they will not be listed as a plan holder and will not be notified of any Addenda which could result in submitting a non-responsive Statement of Qualifications. Mesa County shall not be responsible for errors in the submittal resulting from failure of the Offeror to register as a plan holder with the County.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of a submittal 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 submittals and parts of submittals which are not marked as confidential will be automatically considered public information after the contract is awarded. Other
submittals or parts of submittals may be considered public information pursuant to Colorado Law.

1.7 AMENDMENT

In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the Offeror to make an adequate interpretation of this RFQ, an addendum to the RFQ will be provided to each potential Offeror who has obtained an RFQ. Addenda to this RFQ may be issued at any time prior to the time set for receipt of the Statement of Qualifications. 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 Statement of Qualifications 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 RFQ. Any request for withdrawal of an offer must be signed by the individual who signed the initial 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 a Statement of Qualifications in response to this solicitation the Offeror agrees that any submittal 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 submittal and to waive informalities and minor irregularities in submittals received, and/or to accept any portion of the submittal if deemed in the best interest of Mesa County. Failure of the Offeror to provide in its offer any information requested in the RFQ may result in rejection for non-responsiveness.

1.10 PREPARATION COST

The cost of preparation is not a reimbursable cost. Statement of Qualifications preparation costs and presentation 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 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 SUBMITTALS

The Offeror shall certify (a) that his/her submittal 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 submitting a Statement of Qualifications; 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:

- Advertise Request for Qualifications: 11-3 & 6-2019
- Document Available: 11-4-19
- Pre-Submittal Conference: N/A
- Written Questions Due Date: 11-11-19
- Submittal Due Date: 11-18-19
- Notice of Consultant Selection for Interviews (estimate): 11-22-19
- Consultant Presentations and Interviews (estimate): TBD
- Scope and Fee Negotiations with Selected Consultant (estimate): TBD
- Award of Contract (estimate): TBD
- Contract Presented to the BoCC (estimate): TBD
- Kick-Off Meeting (estimate): TBD
- Final Deliverables: 5-7-20

1.16 INQUIRIES

Technical questions about the scope of services, budget and finance, or other project specific question regarding this RFQ shall be in writing and directed to Carrie Gudorf. All procurement questions concerning the RFQ 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 seven (7) calendar days prior to the deadline for submission of offers. Questions shall not be permitted after this time, including that time between Statement of Qualification submission, presentations and final selection of a Consultant. Verbal inquiries will not be accepted.

Carrie Gudorf  
Regulatory Program Manager  
200 S. Spruce  
P.O. Box 20,000  
Grand Junction, CO 81502-5013  
970.244.1811  
carrie.gudorf@mesacounty.us

Connie Hahn  
Operations Manager  
200 S. Spruce  
P.O. Box 20,000  
Grand Junction, CO 81502-5013  
970.244.1812  
connie.hahn@mesacounty.us

WRITTEN QUESTIONS RELATED TO THIS RFQ 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 RFQ.
SECTION II
MINIMUM SPECIFICATIONS

2.0 SUMMARY OF INTENT

The Public Works Department of Mesa County is requesting Statements of Qualifications from Consultants interested in performing the necessary tasks to prepare a Drainage Feasibility Analysis for Reed Mesa and Melody Estates. The first is Reed Mesa which is located in the Redlands and this existing well established neighborhood has had increased residential structures increasing the impervious areas. When design of this neighborhood began, stormwater was not considered. The second is Melody Estates which is located in Clifton. This is an older neighborhood that was constructed in the early 80’s, and there is a lack of stormwater drainage in this neighborhood. The stormwater drainage that is existing is poorly designed.

The successful Consultant must be prepared to perform services as outlined in this section. The submittals will be evaluated by Mesa County. It is the County’s goal to select a Consultant who will provide the highest quality of customer service, technical expertise and project management. The award of the contract will be based on the evaluation criteria outlined in Section IV of this RFQ.

2.1 SCOPE OF WORK

It is the intent of this Request for Qualifications (RFQ) to award a contract to a consulting firm for all work associated with the successful completion of a Drainage Feasibility Analysis for Reed Mesa and Melody Estates. Reed Mesa is located west of 24 road south of highway 340 in the Redlands, and the area that needs to be encompassed with this feasibility study includes: Reed Mesa Drive, Dixon Ave, 22 ¼ Road and Claudia Ct. Presently this neighborhood has poor drainage conditions resulting in flooding. Melody estates is located in Clifton, on 30 Road between C ½ Road and C ¾ Road. In order to reduce flooding and nuisance stormwater flows for local residents, Mesa County Public Works would like to complete drainage improvements for each of these neighborhoods.

The intent of this study is to determine if construction of stormwater drainage is a possibility for each of these established neighborhoods, what the cost to do so would be, and what issues or challenges could arise during the course of the project.

The consultant shall understand that the following will need to be addressed through the course of this feasibility analysis:

- **Survey** – A complete topographic survey of both Reed Mesa and Melody Estates with sufficient detail to identify information pertaining to issues related to: safety, drainage, geometry (vertical and horizontal), right-of-way, and utilities. Survey must be based on Mesa County Local Coordinate System. A property/right-of-way base map will be provided by Mesa County.
- Drainage Study - Include existing and build out scenarios as well as an inventory of existing drainage and irrigation conveyance features and structures.

- Geotechnical Investigation – Prepare a complete geotechnical investigation and provide recommendations for any geotechnical issues.

- Right-of-Way – Determine needs for additional right-of-way and permanent or temporary easements.

- Utility and Irrigation Issues - Identify potential irrigation and utility conflicts.

- Public Involvement – Plan, prepare for and conduct all activities associated with project open houses and public meetings. Document the response of the involved property owners and the general public to the proposed plan.

- Environmental Study – Determine the environmental impacts of the project and document the required studies and/or permits that would be required for final design. Documentation must include estimated costs to complete the studies and obtain the needed permits.

- Preliminary Design (30%) – Develop a 30% design set of plans and cost estimate for each of the drainage projects, the sections of roadway and all accompanying work. Determine the constructability and general ability to permit the design.

- Quality Assurance Review – The consultant team will provide quality assurance review of plans, reports, and estimates prior to release for review by Mesa County. A memorandum to the file and to Mesa County shall be submitted confirming internal design review.

2.2 PROJECT MANAGEMENT AND COORDINATION

Project management, coordination and other project requirements will be determined with selected consultant during the scope and fee negotiation phase.

2.3 PUBLIC INVOLVEMENT

Consultant shall be responsible for the planning, preparation, and conduct of all activities pertaining to public involvement including conducting public open house meetings. The facilitation of the public open house includes meeting location and logistics, advertising and invitational materials, agenda, presentation and handout materials for participants and local media. The consultant shall prepare and distribute an open house summary of comments and activities. Mesa County shall review and approve all open house planning
prior to its conduct. The number, place and type of open houses will be determined during the scoping and fee negotiations phase.

2.4 ENGINEERING

The work accomplished by the Consultant shall include all professional design services required for 30% Plans. These services shall include, but are not limited to, design coordination with all affected entities, utility and irrigation facility owners, individuals and property owners, preliminary design, preliminary grading, preliminary drainage design, geotechnical investigation, preparation of plans, and all associated work required to provide a complete project package that meets the project objectives.

Preliminary Roadway Design. The Consultant shall perform engineering to a 30% design level. The design shall include plans showing the horizontal geometry of the various roadway elements for the mainline roadway. The roadway elements shown shall include the existing and proposed edge of pavement, edge of travel way, shoulders, and drainage structures. Vertical profiles for the mainline roadways and the connecting road shall be developed. The design shall conform to the "desirable" design standards outlined in the AASHTO Design Manual, unless variances to these standards are agreed to by the Project Working Group. The design shall be developed to sufficient detail to determine cut and fill limits, right-of-way and easement requirements, earthwork quantities, and required structures. The design shall also be completed to a sufficient level of detail so that an Opinion of Probable Cost (OPC) can be developed and the satisfaction of pertinent design standards can be demonstrated. The plans shall be 22"x34" in size (to allow for half-sized drawings on 11"x17" to be scaled) and shall be developed using AutoCAD Civil 3D, Version 2010 or later. The plans shall include the following plan sheets:

- Typical section sheets (both mainline and intersecting road/access)
- Plan sheets
- Detail Sheets
- Profile sheets
- Roadway cross-section sheets
- Signing and striping sheets

Quality Assurance Review. The consultants designated manager will review drainage and geometric design and plan package before it is released for review by the County. A memorandum to the file and to Mesa County shall be submitted confirming internal design review.

The preliminary documents shall follow CDOT design standards and specifications. The Opinion of Probable Cost shall be provided in MS Excel file format. The consultant will be required to provide the preliminary plan AutoCAD files to the County.
SECTION III
SUBMITTAL CONTENT

3.0 SUMMARY

Mesa County will be using the evaluation criteria set forth in Section IV of this RFQ to make the award of this contract. All submittals to Mesa County Public Works shall be in a sealed envelope marked: Drainage Feasibility Study for Reed Mesa and Melody Estates – RFQ-19-03056

3.1 SUBMITTAL FORMAT

The Statement of Qualifications and Letter of Intent shall include the information in the format outlined in this RFQ and be limited to no more than twenty five (25) pages. The submittal may be printed on double sided pages; however, each printed side shall be counted as one page toward the limit of twenty five (25). 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 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 Statement of Qualifications 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 will be required to make a formal, in person presentation to the Selection Committee. Mesa County may make a selection of the successful Offeror based on ranking of the presentations without consideration of rankings from the original submittals.

3.2 SUBMITTAL REQUIREMENTS

Submittals shall contain the experience and technical qualifications of the Offeror in relationship to the Scope of Work. Along with a Letter of Intent, the submittal 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 A - Financial and Exceptions Statement
- Attachment B – Hourly Rate Schedule
- Attachment C - Certification of Immigration Compliance
- Signed Addenda, if applicable
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 RFQ. 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 Statement of Qualifications 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 and home office location(s)
- 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 Statement of Qualifications 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 RFQ.

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 PROJECT 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 Statement of Qualifications should not reiterate the project scope provided in this RFQ, 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 Statement of Qualifications.

3.10 REFERENCES

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

3.11 EXCEPTIONS

See Attachment A – 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 RFQ documents. Exceptions taken to these documents or contracts must be clearly stated on a separate sheet of paper and returned with your submittal.

Note: All potential Offerors are advised that the exceptions taken may be considered during the evaluation phase which may affect the final scoring of submittals. Offerors stipulating that the County must use their contract or agreement may be determined non-responsive and their submittal 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 C.
SECTION IV
EVALUATION CRITERIA

4.0 EVALUATION CRITERIA

The following criteria will be used in the evaluation of the Statement of Qualifications:

- Company Background/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
- Ability to Meet Schedule

Submittals will be evaluated on the criteria listed above. The Offerors with the highest scores will then proceed for further evaluation.

The County reserves the right to reject any and all Statement of Qualifications and to waive any formality in Statement of Qualifications received, to accept or reject any or all of the items in the Statement of Qualifications, 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 submittals. Submittals will be evaluated based on completeness and the evaluation criteria as outlined above. The Selection Committee will determine which submittals are acceptable or unacceptable. The County, in writing will notify participating firms whose submittals are deemed unacceptable. Those firms offering submittals deemed to be acceptable by the selection committee will be evaluated on the criteria outlined in 4.0.

4.2 INTERVIEW

Initial ranking of Offerors will be performed based upon the written Statement of Qualifications received based on the criteria described in 4.0. A selection may be made based upon the Statement of Qualifications. If the selection committee decides to interview a short list consisting of the top Offeror(s) as rated by the Statement of Qualifications will be developed. Those short listed Offerors may be requested to give a presentation and interview for the selection committee to determine the final selection. If interviews with more than one firm are requested scores and ranks from the initial ranking will not carry over into the presentation and interview stage of the selection process but will be reset for the short listed Offerors. The short listed Offeror(s) will be scored and re-ranked based on their presentations and response to interview questions after the presentations. It may be possible the selection committee may request an
interview with a single firm prior to final selection solely to clarify interpretation of the Statement of Qualifications.

The Offeror with the highest ranking will be selected to perform the required services (hereinafter the Consultant) and will be notified by telephone and in writing. Those Offerors who are not selected will be notified in writing. Questions regarding the Statement of Qualifications received and the evaluation of those submittals and the following presentations will be permitted only after the Contract for award has been fully executed.

4.3 AWARD OF CONTRACT

Once a Consultant is selected, Mesa County will enter into price negotiations with the Consultant to obtain a fair and reasonable price for the anticipated work. It is anticipated that a pre-negotiation audit will be prepared for price negotiation of this contract. In the event the selected Consultant and Mesa County can’t agree on a contract price, Mesa County will begin price negotiations with the second highest scoring qualified Consultant. This process will continue until a contract price is successfully negotiated pursuant to C.R.S.A. § 24-30-1404.
SECTION V
CONTRACT TERMS AND CONDITIONS
ATTACHMENT A

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 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 RFQ 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 qualification documents. If there are exceptions taken to any of these terms, conditions or specifications of these qualification documents, they must be clearly stated on a separate sheet of paper, attached to this submittal sheet and returned with your offer. Should Mesa County omit anything from this RFQ 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, Assistant to the Director, telephone number (970)244-1812, prior to the date and time of the deadline for questions shown in the RFQ.

Offeror agrees, if selected, to perform all work described in the RFQ for unit prices or lump sum which will be negotiated as referenced in 1.16 of this RFQ. The Offeror further agrees that no offer 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 offers.

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 Contractor)

By: ____________________________________

Title: ___________________________________

ATTACHMENT “A” (2 OF 3)
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 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)

HRS 1
ATTACHMENT C
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 I. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

9. The Department may investigate whether a Consultant is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a Consultant is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The 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 D
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 ADDITIONAL INSUREDs, as respects liability, on behalf of Contractor, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACORD 25(20140-05)" 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

____  ____  BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.

____  ____  BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.

____  ____  Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E."
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 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 INSURED, 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, officers 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 6081 et seq;
* Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended, and implementing regulation 45 CFR Part 84;
* Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000d and e;
* Title IX of the Education Amendments of 1972, 20 USC 1681 et seq;
* Section 24-34-302, et seq, Colorado Revised Statutes 1993, as amended;
* The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 49 CFR, Part 18;
* Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever are applicable;
* The Hatch Act (5 USC 1501-1508 and PL 95-454 Section 4728). These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

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  
F - Change Order for Professional Services  
G - Insurance Clarification
IN WITNESS WHEREOF, the parties execute this Agreement on the date last written below:

MESA COUNTY

__________________________________________
<name> Chair
Mesa County Board of County Commissioners

Date: ____________________________

Attest:

__________________________________________
<name>, Mesa County Clerk and Recorder

CONSULTANT

Signature __________________________________

Name & Title ________________________________

Date ____________________________

Attest: ____________________________