



Facilities Department

Request for Proposal

RFP 2318-23-KY

**LONG FAMILY MEMORIAL PARK
SKATEPARK DESIGN/BUILD PROJECT**

Responses Due

4/26/2023 prior to 4:00 PM MT

Electronic Responses Only

Submitted through the Rocky Mountain E-Purchasing System (RMEPS)

<http://www.bidnetdirect.com/colorado>

Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor must contact RMEPS to resolve issue prior to the response deadline. 800-835-4603.

Purchasing Representative

Kathy Young, Facilities Operations Manager

kathy.young@mesacounty.us

970-244-3239

March 28, 2023

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous Mesa County solicitations. All Offerors are urged to thoroughly review this solicitation prior to responding. Submittal by fax, email, or hard copy is not acceptable for this solicitation.

Request for Proposal

LONG FAMILY MEMORIAL PARK SKATEPARK DESIGN/BUILD PROJECT

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SECTION 1: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1. Purpose.** The Facilities and Parks Department of Mesa County, Colorado is requesting competitive proposals from qualified and interested companies for the design and installations of a prefabricated streetscape skate park facility to replace the existing structures currently in place since 2008. The skate park is located at Long Family Memorial Park 3118 E ½ Road, Grand Junction, CO.
- 1.2. The Owner.** The Owner is Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner or County means the Owner or his or her authorized representative.
- 1.3. Pre-Proposal Meeting.** None
- 1.4. RFP Tentative Schedule**
- | | |
|--------------------------------|----------------------------|
| RFP Available | March 28, 2023 |
| Questions Deadline | April 11, 2023, 4:00 PM MT |
| Posting of Questions & Answers | April 13, 2023 |
| RFP Response Due | April 26, 2023, 4:00 PM MT |
| Evaluation of Proposals | April 27 – 28, 2023 |
| Board Approval of Selection | May 2023 |
| Estimated Contract Start | May 2023 |
- 1.5. Compliance.** 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. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Department prior to the date and time of the submittal deadline shown in this RFP.
- 1.6. Electronic Signatures.** Electronic signatures and copies of signatures shall be legally binding with the same force and effect as manually executed signatures.
- 1.7. Submission.** Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing System (RMEPS) website (<http://www.bidnetdirect.com/colorado>).
1. This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please plan accordingly.)
 2. Purchasing Representative does not have access or control of the vendor side of RMEPS.
 3. Ensure the bid is submitted in BidNet by obtaining a confirmation number from BidNet.

4. If website or other problems arise during response submission, contact RMEPS to resolve issue prior to the response deadline. 800-835-4603.
- 1.8. Proposal Alterations.** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.9. Late Proposals.** Proposals received after the Proposal closing date and time will be considered non-responsive and not accepted. The responsibility for a timely submission rests with the Offeror. Mesa County is not responsible for lost or misdirected response submissions or for any technical issue with BidNet.
- 1.10. Discovery of Errors after Proposal Opening.** Matters of form rather than substance that are evident from the face of the Proposal, such as minor errors and irregularities by Offerors, are waivable or correctable at the Owner's discretion, as long as:
 1. There is no material variation from the original requirements definition, specifications, scope of work, or deliverable; and
 2. The error or irregularity has not impact of quality, delivery, quantity, performance, price, of the Offeror's ability to comply with the fulfillment conditions; and
 3. The error or irregularity would not restrict or impact the open, fair, and competitive nature of the acquisition; and
 4. The waiver or correction is in the best interests of the Owner.
- 1.11. Mathematical Errors.** In the event of a discrepancy between unit price and the mathematical products of the unit price and the estimated quantities in the schedule, the unit price shall govern. In the event the mathematical products of the unit price and the estimated quantities in the schedule is not shown, the unit price and quantity will be used. The Owner may require the Offeror to give the Owner written verification of the matter and make the appropriate adjustments.
- 1.12. Withdrawal of Proposal.** A proposal must be firm and valid for award and shall not be withdrawn or canceled by the Offeror for ninety (90) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.13. Award.** The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities, and to reject any or all offers for any reason.
- 1.14. Acceptance of Proposal Content.** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such Offeror may be removed from future solicitations.

- 1.15. Addenda.** All questions shall be submitted in writing via email to the Purchasing Representative by the due date noted in Section 1.4 above and be clearly labeled: "Written Questions / RFP-2318-23-KY". Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Purchasing Department. Sole authority to authorize addenda shall be vested in the Mesa County Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing System (RMEPS) website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.16. Open Records.** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives, and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all non-confidential proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by Offeror as such shall be treated as confidential by the Owner to the extent allowable in the Colorado Open Records Act.
- 1.17. Response Material Ownership.** All proposals become the property of the Owner upon receipt. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- 1.18. Protests.** Protests may only be filed by an actual or prospective Offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. The protest shall be submitted in writing to the Chief Financial Officer within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto, which is generally when a Notice of Intent to Award decision letter is received by Offerors, provided that the protest is received by the County's Chief Financial Officer prior to the County finalizing a contract with the selected Offeror.
- 1.19. Taxes.** The Owner is a political subdivision of the State of Colorado and thus exempt from sales and use taxes and federal excise tax. Therefore all fees shall not include taxes. Colorado Tax exempt No. 98-04241.
- 1.20. Collusion Clause.** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the Offerors. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for participants in such collusion.

- 1.21. Public Disclosure Record.** If the Offeror has knowledge of their employee(s) or sub-offerors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the Owner.
- 1.22. Public Opening.** Proposals will be received and documented immediately following the proposal deadline. Only the names and locations of the proposing Offerors will be disclosed.
- 1.23. Procurement Policy.** This RFP is subject to the Mesa County Procurement Policy as of the date of RFP availability. A copy of the policy is available on the Mesa County website, located at <http://www.mesacounty.us/purchasing/>.

SECTION 2: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms.** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the electronic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations.** The Contract Documents shall be signed by the Owner and Offeror. By executing the contract, the Offeror represents that they have familiarized themselves with the local conditions under which the Services is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices.** The Offeror shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Offeror shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Offeror observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Offeror performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services.** The Offeror shall be responsible to the Owner for the acts and omissions of all his or her employees and all other persons performing any of the services under a contract with the Offeror.
- 2.5. Payment & Completion.** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Offeror for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract

Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Offeror, of the value of Services performed and materials placed in accordance with the Contract Documents.

- 2.6. Inspection.** The Owner reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Offeror under this Contract. The right of inspection reserved in the Owner is for protection of Owner in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the Offeror from responsibility for selecting appropriate means of fulfilling its obligations hereunder.
- 2.7. Professionalism.** The Offeror 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 Offeror's expense, all necessary permits required by any governmental agency with jurisdiction.
- 2.8. Protection of Persons & Property.** The Offeror shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Offeror shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Offeror in the execution of the services, or in consequence of the non-execution thereof by the Offeror, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.9. Audit.** The Owner, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit the Offeror's books with regard to this Contract, and the Offeror shall retain its books and records for the required period.
- 2.10. Exclusivity.** This is not an exclusive Contract. The Owner may, at its sole discretion, contract with other entities for work similar to that to be performed by the Offeror hereunder. Offeror may contract to perform similar work for others, and is not expected to work exclusively for Owner.
- 2.11. Assignment of Contract.** This is a personal services contract on the part of the Offeror. 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 Owner shall render the Contract null and void with respect to the attempted assignee.

- 2.12. Changes in the Services.** The Owner, without invalidating the contract, may order changes to the contract such as changes in the services within the general scope of the contract consisting of additions, deletions and/or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Offeror signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time. Refer to the current Mesa County Procurement Policy for change order amount thresholds that require approval by the Board of County Commissioners.
- 2.13. Minor Changes in the Services.** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.14. Uncovering & Correction of Services.** The Offeror shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Offeror shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.15. Acceptance Not Waiver.** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the Offeror of their present responsibility to maintain the high quality, integrity and timeliness of his or her services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.16. Change Order/Amendment.** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.17. Assignment.** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.18. Compliance with Laws.** The Offeror must comply with all Federal, State, County and local laws, including those laws governing or covering the type of services stated herein. The Offeror must comply with all ADA (Americans with Disabilities

Act) requirements. Offeror hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

- 2.19. Other Compliance.** No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the Owner, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Owner, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or contract term or condition as may be provided for or required in any Owner contract, or that may be deemed irresponsible or unreliable by the Owner.
- 2.20. Debarment/Suspension.** The Offeror hereby certifies that the Offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.21. Confidentiality.** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential. Offeror agrees that any information received by Offeror during any furtherance of the Offeror's obligations hereunder will be treated by the Offeror as confidential and will not be revealed to other persons, firms or organizations.
- 2.22. Contract.** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.23. Project Manager/Administrator.** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.24. Contract Termination.** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services; (4) funds no longer are available; or, (5) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) calendar days past notification.
- 2.25. Employment Discrimination.** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:

1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.26. Conflict of Interest.** No Mesa County public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.27. Ethics.** The Offeror shall not accept or offer gifts or anything of substantial value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.28. Failure to Deliver.** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.29. Failure to Enforce.** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.30. Force Majeure.** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.31. Indemnification.** Offeror shall, to the extent permitted by law, indemnify, save, and hold harmless the Owner, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Offeror or the

subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Offeror further agrees that its obligations to the Owner under this paragraph include claims against the Owner by Offeror's employees whether or not such claim is covered by workers compensation. Offeror expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided, and such obligation exists even if the claim is fraudulent or groundless. However, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended.

- 2.32. Independent Contractor.** The Offeror shall be legally considered an Independent Contractor and neither the Offeror nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Offeror, its servants, or agents. As an independent contractor, Offeror 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. Further, the Owner shall not provide to the Offeror any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.33. Nonconforming Terms and Conditions.** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.34. Ownership.** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.35. Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.36. Patents/Copyrights.** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP. Offeror 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 Owner 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 Offeror may copyright such, but the Owner 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.

- 2.37. Venue.** 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 substantially prevailing party for costs and reasonable attorney's fees.
- 2.38. Expenses.** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.39. Sovereign Immunity.** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.40. Public Funds/Non-Appropriation of Funds.** Funds for payment have been provided through the Owner's budget approved by the Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.41. Availability of Funds.** Both parties agree that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Board of County Commissioners may terminate this Contract immediately without further liability.
- 2.42. Gratuities.** The Offeror certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Offeror breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.43. Performance of the Contract.** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.44. Benefit Claims.** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Servicer's Compensation, normally provided by the Owner for its employees.

2.45. Default. The Owner reserves the right to terminate the contract in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.

2.46. Cooperative Purchasing. Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.47. Definitions:

1. "Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
3. "Offeror" is the person, organization, offeror or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Offeror means the Offeror or his or her authorized representative. The Offeror shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Offeror shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Offeror shall not commence services without clarifying Drawings, Specifications, or Interpretations.
4. "Sub-Offeror" is a person or organization who has a direct contract with the Offeror to perform any of the services at the site. The term sub-Offeror is referred to throughout the contract documents and means a sub-Offeror or his or her authorized representative.

SECTION 3: INSURANCE REQUIREMENTS

3.1 Insurance Requirements. The selected Offeror agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Offeror pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Offeror shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Offeror shall procure and maintain and, if applicable, shall cause any SubOfferor of the Offeror to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Offeror pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

1. Workers Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

2. General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

4. This policy shall provide coverage to protect the Offeror against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

3.2 Additional Insured Endorsement. The policies required by paragraphs (2), and (3) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Offeror. The Offeror shall be solely responsible for any deductible losses under any policy required above.

3.3 Depending on the nature and scope of the services to be provided under this Contract, additional insurance requirements may be specified by County. Items listed below, which have been marked with an "X" are required of Contractor by County as a condition of this Contract.

X (if applicable)

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.

EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

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

PERFORMANCE BONDS. Performance Bond in the amount of 100% of the project contract.

SECTION 4: SCOPE OF SERVICES/SPECIFICATIONS**4.1. Mesa County Government Overview**

Mesa County was incorporated in 1883, is a statutory County, defined as a service arm of the State of Colorado and derives its elected official structure and its powers from the State through enabling legislation. The three-member Board of County Commissioners serves as the legislative, policy-making, and administrative body governing the unincorporated area of the County. The commissioners are elected at large from one of three geographical districts and serve staggered four-year terms and are term-limited to two consecutive terms.

Located in western Colorado, Mesa County is positioned in a river valley surrounded by four contrasting natural landmarks; the Colorado National Monument, the Uncompahgre Plateau, the Bookcliffs and the Grand Mesa National Forest. These natural wonders provide diverse and abundant year round recreational activities; including winter skiing, mountain biking, fishing, camping, and hiking. A mild climate combined with the confluence of the Gunnison and Colorado Rivers create a fertile agricultural region producing a wide variety of produce and fruit.

The County encompasses 3,309 square miles, with 72% of the County being publicly owned and primarily managed by the US Forest Service and Bureau of Land Management. The County seat, the City of Grand Junction, is the largest city in western Colorado and is approximately 250 miles west of Denver. Mesa County boundaries also include the municipalities of Fruita, Palisade, Collbran and Debeque. The Grand Junction area serves as a health care provider, cultural event center, banking and retail trade hub for the large geographical area of western Colorado and eastern Utah.

The County has an approximate population of 152,357 and expects to experience an average population growth of 1.8% resulting in an estimated population of 209,523 in 2034. Roughly 50% of the County's 2016 population is between the ages of 25-64.

Detailed information in regards to Mesa County Government and its finances can be found in the Annual Budget Book, the Comprehensive Annual Financial Report and the County monthly performance reports. These reports, as well as other economic indicators, can be viewed at <http://www.mesacounty.us/finance>.

4.2. General/Background.

Mesa County Facilities and Parks Department is wanting to replace the existing equipment at the Long Family Memorial Skate Park located at 3118 E ½ Road, Grand Junction, CO installed on approximately 11,250 sf. split level concrete pad. The original skate park and equipment was constructed in 2008. This project shall

not exceed \$250k including design, construction, delivery and removal of the old equipment.

4.3. Scope of Services/Specifications. Offeror shall address and include all of the following and requested information with their proposal submittals:

4.3.1 Minimum Mandatory Qualifications of Offeror

The consultants submitting for this project shall have the following minimum qualifications:

- The project team shall include a variety of licensed professionals, such as but not limited to landscape architects, engineers, surveyors and support personnel.
- The consulting team shall have completed at least five (5) similar projects in the last ten (10) years. Out of the five (5), two (2) of those shall be renovations to existing parks.
- The Project Manager shall have each managed at least three (3) similar projects in the last ten (10) years.
- Modular or prefabricated elements should be included in the reference project.
- Installers must have a record of successful in-service performance completing custom elements using materials and methods specified in 4.3.4 Technical Specifications

4.3.2 The selected firm/team shall be required to have a proven record of accomplishments in similar projects. This will be demonstrated through thorough knowledge and practical experience relating to the professional services and activities involved in the planning, construction, and repurposing of skate parks. The scope shall include, but not be limited to:

4.3.2.2 Project Coordination, which at minimum will entail:

- Kick Off meeting and Preparation
- Progress Meetings (the expectation is a minimum of 3 in design phases, weekly during construction)
- Correspondence
- General data gathering, site visits and documentation
- Survey and coordination with external agencies as needed. The County will assist in any capacity needed but the major work will need to be done by consultant.
- Quality Assurance
- Construction Administration
- Community Outreach/Engagement
- Grant Application preparation, if needed.

4.3.2.3 Develop 3 conceptual designs

- Two or more public meetings will be held to solicit feedback from potential user groups and other stakeholders of the community. The meetings are to take place at a preliminary RFP 2318-23-KY Long Family Skatepark

and final stage of design, and will allow the community buy in into the process. Meetings can be broken down by location or phase as desired by the consultant. The County will help the facilitation of the meetings, but the consultant is expected to prepare all materials and run each event.

- Each design presented should have a rough order of magnitude attached to it, and as a final selection is worked through a more detailed construction estimate will be required.
- Prefabricated structures shall be used for the skate able park elements

4.3.2.4 The design of the skate parks shall incorporate industry best practices and standards to maximize user safety and durability of the Park. The park design shall also be completed in a features. The main guidelines that the County wishes to see presented in the proposals/design is the ability of the designer to meet criteria, not limited to, the following:

- **Street Style:** must be of a raw urban nature and accessible to all skill levels. While cosmetic enhancements are valued, the County is looking for durability and a full range of skateability rather than pure aesthetics. The street/plaza style shall be able to accommodate a fair number of skaters and safety shall be paramount so dedicated and separate skill zones are encouraged.

4.3.2.5 Upon acceptance of a conceptual plan, the consultant shall prepare final design and construction drawings that meet the County Design Criteria and Construction Specifications as well as a detailed budget for review.

- The final design plans shall have deliverables at 35%, 90% and 100% for construction documents. The County will review each set within a two week deadline and give comments back to consultants that will need to be addressed in subsequent deliverables.
- The package of documents shall include all requirements as established in the County's criteria and any additional documentation as required by the project.
- The final set shall include all original electronic files with any referenced files to be handed to the County.
- The construction of all skate able park elements will be the sole responsibility of the selected consultant/team. Construction shall be completed in a manner which meets or exceeds any applicable requirements and /or industry best practices for user safety and durability.
- All required permit fees shall be the responsibility of the contractor as required.
- Consultant will be responsible for project schedule and completion of work on schedule.

- In the case of modifications during construction, a high level of freedom will be given to designers in order to allow for a dynamic process and a high quality/cost effective product.
- Maintenance Programs and Warranties shall be part of the final deliverable after construction.

4.3.3 The new equipment material shall meet the following specifications:

- 1. Galvanized Steel:** All steel components must be galvanized (many components receive powder-coat paint after fabrication). Black steel or Pickled and Oiled steel are not acceptable. A zinc-rich epoxy primer may not be used in lieu of galvanized steel. This requirement ensures maximum corrosion protection (ASTM A653).
- 2. Modular:** Equipment must be able to easily bolt together on all sides with the ability to expand widths and lengths by bolting in additional sections. Ramp sections that are dropped into place and not easily expandable to various widths will not be considered. This requirement allows the city to expand with additional phases in a seamless fashion.
- 3. Fastener Free Riding Surface:** Riding surface must be at least 7-gauge galvanized steel. No screw/bolt heads on any riding surface will be accepted; toe anchors may be used for installs on unlevel surfaces. This requirement ensures a safe riding experience, less maintenance, longevity of the equipment and the utilization of the highest quality materials/systems that are available. All compound curvature surfaces shall be composed of a laminated composite material.
- 4. Coping:** Must be fabricated from schedule 40 pipe and be hot dip galvanized. Must bolt from the underside with bolts into a laser cut cradle for perfect coping “bump” every time. Must be one continuous piece per width of entire completed obstacle. Coping with sleeved inserts or any coping system that is not one solid piece per width of entire completed obstacle and of lighter gauge steel will not be acceptable. Visible holes in coping will not be acceptable. This requirement ensures coping that cannot be tampered with as well as guarantee the compliance with ASTM requirements on coping reveal (F 2334-9:5.4.1).
- 5. Transition Plate:** No separate transition plate will be acceptable. Riding surface shall come all the way to the ground. This requirement ensures that no horizontal seam running perpendicular to the skate flow can be used.
- 6. Grind Rails:** All grind rails must have capped ends welded in place prior to being hot-dipped galvanized. This requirement ensures plastic end caps (which can easily be removed) or unsightly onsite welded end caps will not be used.
- 7. Guard Rails:** Must be hot-dipped vertical baluster design and comply with ASTM F 2334 – 09:5.1
- 8. Enclosures:** Must be solid galvanized 13-gauge steel with textured powder coat finish. No expanded metal, wire mesh, or poly will be acceptable because of their susceptibility to be structurally vandalized.

9. **Laser Cut Precision:** Ribs, framing, legs, platform guards, enclosures must be cut with laser precision (1/1,000" tolerance) from 7GA steel to ensure accuracy. Straight and rolled tubing will not be acceptable because of its inability to hold tight tolerances like laser cut components.
10. **Steel Frame:** Framing of the equipment must be galvanized steel and cut from solid 3/16" steel on laser for precision and accuracy. Square tubing, bar, or wood frame will not be acceptable due to their inability to hold tight tolerances.
11. **Gripped Riding Surface:** Must be powder-coated with a textured UV stabilized TGIC wrinkle powder-coat. Surfaces other than textured powder-coated steel will not be considered. This requirement ensures that a typical wet paint may not be used because once the ramps get moisture on them from either condensation or rain; they will be very dangerous because of how slick they become.
12. **Substrate:** Steel frame and 3/16" steel sheet welded to frame prior to being powder coated will act as substrate and riding surface and carry a 20-year warranty. No poly or other material will be acceptable. This requirement is to ensure that the County gets the longest lasting and most maintenance free ramp available.
13. **Steel Edging/Protection:** All sides of equipment must be steel.
14. **Powder-coat:** Equipment must be coated with UV stabilized TGIC wrinkle texture powder-coat. Power Coat Paint must possess the following Performance Characteristics:

Property	Test Method	Results
Specific Gravity	Calculated	1.2-1.7
Gloss (60 degrees)	ASTM D 523	20-100 units
Direct Impact Resistance	ASTM D 2794	Up to 160in-lbs
Flexibility	ASTM D 522, Method B	1/8" mandrel
Pencil Hardness	ASTM D 3363	H-3H
Crosshatch Adhesion	ASTM D 3359, Method B	5B
Salt Spray Resistance	ASTM B 117	1,000 + hours
Humidity Resistance	ASTM D 2247	1,000 + hours

4.3.4 Technical Specifications

4.3.4.1 Steel

1. All decks and riding surfaces shall be 7GA (~3/16") galvanized steel sheet, which has been rolled to the correct radius prior to ramp fabrication to ensure a smooth transition where applicable. Material shall conform to ASTM A1011/A568 standards.
2. All steel sheets shall be galvanized to limit mill scale and thus improve powder coat adhesion. Material shall conform to ASTM A653 standards.
3. Steel surface shall be welded to the framework from the underside.
4. The steel riding surface itself shall serve as the threshold transition.
5. No Skatelite™, Ramp Armor™, or other finish layer will be accepted.
6. Riding surfaces on the same plane shall be continuous and of the same material (ASTM F 2334-09-5.3)

7. The elevation reveal on riding surface joints shall not exceed 0.188". Horizontal gaps between riding surfaces shall not exceed 0.188" (ASTM F 2334-09-5.5).
8. Coping shall be full schedule 40 pipe which bolts in from underside and shall protrude 0.25" +/- 0.125" above the riding surface (ASTM F 2334-09-5.4)
9. Coping shall be hot dip galvanized after fabrication. Shall conform to ASTM A123 standards.
10. Enclosures shall be 13-gauge laser cut galvanized steel sheets to match hole pattern of ribs and ramp profile for ease of installation. Material shall conform to ASTM A653 standards.

4.3.4.2 Composite

1. All compound curvature surfaces shall be composed of a laminated composite material.
2. Surface of composite material shall be color-matched to adjacent steel components.
3. Composite material shall consist of the following lamination schedule:
 - a. gel coat; wet application thickness of 18-24mil
 - b. spray-up chopped strand layer
 - c. hand-laid 0/90 woven mat layer
 - d. spray-up chopped strand layer
 - e. low-shrink isophthalic polyester resin shall be used in conjunction with all layers. Strand-to-resin ratio shall be a minimum of 30-35%.
4. Minimum composite part finished thickness shall be 3/8".

4.3.4.3 Finishes: TGIC Powder Coat

1. All surfaces, framework, coping, safety panels and enclosures shall undergo a 7-stage cleaning and preparation process to ensure powder coating adhesion.
2. All surfaces, framework, coping, safety panels and enclosures shall be coated to 2-3 mil thickness of TGIC powder coat. All riding surfaces shall contain additive to achieve grippy riding surface known as MaxGrip™.
3. Typical Performance Characteristics of Powder Coat Paint:

Property	Test Method	Results
Specific Gravity	Calculated	1.2-1.7
Gloss (60degrees)	ASTM D 523	20-100 units
Direct Impact Resistance	ASTM D 2794	Up to 160in.-lbs
Flexibility	ASTM D 522, Method B	1/8" mandrel
Pencil Hardness	ASTM D 3363	H-3H
Crosshatch Adhesion	ASTM D 3359, Method B	5B
Salt Spray Resistance	ASTM B 117	1,000 + hours
Humidity Resistance	ASTM D 2247	1,000 + hours

4.3.4.4 Framework

1. Material shall conform to ASTM A1011/A653 standards
2. Framing under all transitions and wedge ramps shall be 7GA X 2" laser cut galvanized steel.
3. All radius framing and support pieces shall be precision laser cut from 7GA galvanized steel to ensure accuracy – rolled flat bar is not acceptable. Material shall conform to ASTM A653.
4. All framing for platform bases, platform tops, and legs shall be constructed of formed 10-gauge galvanized steel. Material shall conform to ASTM A653.
5. All pieces shall bolt together every 12" to ensure a uniform seam.
6. All decks shall be 4' deep unless otherwise specified.
7. All bank ramps shall have a radius at the bottom to ensure a smooth transition.

4.3.4.5 Safety Railing

Specifier Notes: An elevated surface is exempt from these recommendations if a safety rail would interfere with the intended use per ASTM F 2334-09

1. Material shall conform to ASTM A1011/A568 standards (see specs under "Steel" heading)
2. The safety railings shall be of a vertical baluster design.
3. The safety railings shall be hot dip galvanized after fabrication. Material shall conform to ASTM A123.
4. Safety railings shall be a minimum of 42" in height and prevent passage of a sphere equal to or greater than 4" outside diameter (ASTM F 2334-09-5.1.1)

4.3.4.6 Warranty

1. All work shall be of first-class quality and free of omissions and faulty, poor quality, imperfect or defective material or workmanship.
2. All components and hardware shall carry a 20-year limited warranty.

4.4 Special Conditions & Provisions.

The County is requesting the contractor to provide pricing for the removal of the existing equipment as part of their proposal.

4.5 Questions Regarding Scope of Services. All questions shall be emailed to:

Kathy Young, Facilities Operations Manager
kathy.young@mesacounty.us

SECTION 5: PROPOSAL CONTENT

Submission. Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing System (RMEPS) website (<http://www.bidnetdirect.com/colorado>).

See Section 1 of this RFP for general proposal submittal instructions.

- 5.1. Cover Letter.** Provide a cover letter which explains the Offeror's interest in the project. Include the name/address/phone number/email of the person who will serve as the Offeror's principal contact person with Owner's Contract Administrator and identifies individual(s) who will be authorized to make presentations on behalf of the Offeror. The cover letter is signed by the person having proper authority to make formal commitments on behalf of the Offeror. By submitting a response to this solicitation, and not noting any exceptions to the RFP requirements per Section 5.9 of the RFP, the Offeror agrees to all requirements herein.
- 5.2. Qualifications/Experience/Credentials.** Provide qualifications for consideration as a contract provider to the County and include prior experience in similar projects as reflected in Section 4.3. Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section 4.3.1. Failure to meet or exceed these requirements will disqualify your response.
- 5.3. Use of Subcontractors / Partners.** There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the County will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.
- 5.4. References.** Provide references from at least three (3) customers for whom the Offeror provides services noted in this RFP. It may be beneficial to assign some individual services to specific references. These should be current customers with comparable services to those of the Owner. Select a mix of long-standing and new customers. Counties, cities or other governmental references are preferred. References should include entity name, contact name and title, contact phone number, contact email address, length of time services noted in this RFP provided, and current service provided.
- 5.5. Strategy and Implementation Plan.** Describe your (the Offeror's) interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Offeror may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a time schedule for completion of your implementation plan and an estimate of time commitments from Owner staff.

5.6. Scope of Services Response. Submit a response to the scope of services/specifications noted in Section 4 of this RFP.

5.7. Pricing.

1. Pricing will be evaluated in terms of completeness and reasonableness in conjunction with the scope of services/specifications noted in this RFP.
2. Pricing fees paid by Owner are all inclusive.
3. Provide options of how fees can be reduced, noting the advantages and disadvantages of each option.
4. Offerers may submit institution pricing sheets.
5. Optional pricing must be designated as such.
6. Pricing is in US dollars (USD).
7. Price is FOB Destination, freight prepaid as applicable, unless otherwise specified.

5.8. Financial Statements. Provide a link to or a copy of a financial statement for the prior fiscal year, consisting of a balance sheet, profit and loss statement, and such other financial statements as may be appropriate, which demonstrates that the Offeror possesses adequate financial ability and stability to enable the Offeror to fulfill their obligations under the terms of this RFP. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services.

If the Offeror is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

If the Offeror requests such financial information to be treated as confidential information, such information must be uploaded as a separate file onto the Rocky Mountain E-Purchasing System (RMEPS) website and clearly identified with the words "Confidential Disclosure", which then such information shall be treated as confidential by the Owner and shall not be subject to public disclosure.

5.9. Additional Data (optional). Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

5.10. Exceptions and Substitutions (optional). Identify clearly and thoroughly any variations between the Offeror's proposal and the Owner's RFP requirements. List any exceptions and substitutions in this Section, referencing the applicable RFP section(s).

Proposals meeting the minimum requirements and intent of this RFP are considered for award. Offerors taking exception to the specifications or scope of work shall do so at their own risk. The Owner reserves the right to accept or reject

any or all substitutions or exceptions. Exceptions or substitutions, if accepted, must meet or exceed the stated intent and/or specifications. Absence of a list of exceptions or substitutions, including a reference to the applicable RFP section(s), shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.

5.11. Alternate Offer (optional). If Offeror chooses to submit more than one offer, clearly mark the alternative offer as “Alternate Proposal”. The alternate offer may be uploaded as a separate file. The Owner reserves the right to make award in the best interest of the Owner.

5.12. Confidential Material (optional). If any submittal information is considered confidential or proprietary by the Offeror, the Offeror must upload two (2) document versions into BidNet.

- 1) Confidential Version: This version contains confidential and proprietary information. This version, clearly identified with the words “Confidential Disclosure”, shall be uploaded into BidNet. Clearly identify the sections in this version that are confidential and proprietary.
- 2) Non-Confidential Version: This version contains no confidential or proprietary information. This version shall ultimately become public record and shall be subject to inspection after contract award, or until the solicitation is cancelled.

Proprietary or confidential information is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of confidential or proprietary information places it in the public domain.

Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary. Submittals will be considered to be non-responsive when the entire submittal is noted as being confidential.

The Owner will review materials identified as confidential or proprietary. If the Owner determines that these materials are not considered confidential or proprietary in their sole discretion, the Offeror shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Submittals may be considered to be non-responsive when non-proprietary information in the RFP is noted as being confidential.

All proposal materials are subject to the Colorado Public Records Act. Except for proprietary or confidential proposal materials, proposal materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award, or until the solicitation is cancelled.

5.13. Solicitation Response Form. Offeror completes and submits the attached Solicitation Response Form (see Section 7) with their proposal.

SECTION 6: EVALUATION CRITERIA AND FACTORS

- 6.1 Intent.** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Offeror's ability to provide the services described herein.
- 6.2 Minimal Standards for Responsible Prospective Offerors.** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet all the following requirements:
1. Have adequate financial resources, or the ability to obtain such resources as required.
 2. Be able to comply with the required or proposed completion schedule.
 3. Have a satisfactory record of performance.
 4. Have a satisfactory record of integrity and ethics.
 5. Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 6.3 Evaluation Criteria.** The following criteria will be used to evaluate the submittals (in no particular order of priority):
1. Responsiveness of submittal to the RFP
 2. Proposal quality including clarity, completeness and feasibility
 3. Understanding of the project and the objectives
 4. Past or current performance with Mesa County or other entity
 5. References
 6. Experience
 7. Fees
- 6.4 Best Value.** The Owner desires to maximize the purchasing value of public funds. It is the intention of the Owner to award the contract to the most responsive, responsible and best-value Offeror, which may not necessarily be the lowest-price Offeror being selected. Value added benefits that may be evaluated include, but are not limited to quality, safety, responsiveness, service, innovation and reliability. Best value evaluation determines the value of products and/or services acquired that results in the best combinations of quality, service, time, safety, security, and cost considerations over the useful life of the product or service. The emphasis is value over price.
- 6.5 Proposal Rejection.** The Owner reserves the right to reject any and all proposals or any and all portions of proposals.
- 6.6 Evaluation.** An evaluation team will review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance. Offerors shall be ranked or disqualified based on the evaluation criteria listed in this RFP.

- 6.7 Oral Interviews.** The Owner may invite the most qualified rated Offerors to participate in oral interviews.
- 6.8 Site Visits.** The Owner may also conduct site visits to the Offeror and/or site visits to current Offeror customers, subject to customer approval, if deemed necessary.
- 6.9 Negotiations.** The Owner will undertake negotiations with the top rated Offeror or Offerors, or with the Offeror or Offerors that the Board of County Commissioners selects for negotiations.
- 6.10 Award.** The Owner reserves the right to consider all of the information submitted, any selection criteria, oral presentations, and site visits, in selecting the winning Offeror. If applicable per Purchasing Policy purchasing amount limits, selection by the evaluation team may be over-ridden by the Board of County Commissioners.

SECTION 7: SOLICITATION RESPONSE FORM**RFP 2318-23-KY Long Family Memorial Park Skatepark**

The Owner reserves the right to accept any portion of the services to be performed at its discretion.

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by Mesa County are exempt from sales or use tax. Colorado Tax exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the quoted prices.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. Payment Terms _____.

RECEIPT OF ADDENDA: the undersigned Offeror acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

State number of Addenda received: _____.

Company Name

Authorized Agent Name & Title

Authorized Agent Signature

Phone Number of Agent

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

SECTION 8: SAMPLE CONTRACT**MESA COUNTY
CONTRACT FOR CONSTRUCTION SERVICES**

This Contract, entered into this _____ day of _____, 20____, by and between Mesa County, Colorado, a political subdivision of the State of Colorado, through its Board of County Commissioners ("County" herein), and _____ ("Contractor" herein):

In consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The Contractor shall perform the work set forth on the attached Exhibit "A", incorporated herein by this reference.
2. The total amount of the Contract shall not exceed \$_____. The Contractor shall be paid in accordance with the fee schedule set forth on the attached Exhibit "B", incorporated herein by this reference. To receive payment, Contractor must submit invoices for work completed. Both parties agree that payments pursuant to the Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the County may terminate this Contract immediately without further liability.
3. Contractor shall proceed with the work hereunder upon receipt of a written notice to proceed from the County. Such written notice shall be issued by the Contract Administrator. The Contract Administrator for the County is _____ unless otherwise designated in writing.
4. Contract Administrator for the Contractor is _____.
5. The term of this Contract shall be from _____ to _____ (or as extended herein).
6. Contractor shall provide the insurance bonds and indemnities required in the attached Exhibit "C", insurance provisions, incorporated herein by this reference. Any subcontractors shall provide the same insurance bonds and indemnity required of Contractor.
7. Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, the Contractor shall be paid for all satisfactory work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Contractor and all payments which have or have not been made.

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

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

8. This Contract is subject to immediate termination by the County in the event the County determines, in its sole discretion, that the health, safety or welfare of persons receiving services hereunder may be in jeopardy by Contractor continuing to provide the services hereunder. Additionally, the County may immediately terminate this Contract upon verifying that Contractor has engaged in or is about to participate in fraudulent acts.

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

BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

By: _____
Janet Rowland, Chair

Attest:

Clerk & Recorder

CONTRACTOR
(NAME OF CORPORATION OR PARTNERSHIP)

By: _____
Title

**EXHIBIT A
SCOPE OF WORK**

The scope of work are identified in the attached solicitation document, RFP 2318-23-KY, including any/all addendums, and are included with this contract from this point forward.

Sample

**EXHIBIT B
PAYMENT SCHEDULE**

The Contractor is to submit monthly invoices for work completed. A five percent (5%) retainage amount must be deducted on all invoices.

When the project is completed and approved, Mesa County will advertise for a minimum of four (4) weeks for any possible liens requested prior to releasing retainage.

Invoices must include documentation detailing work completed for the prior month. Once approved by the Contract Administrator, the invoice will be submitted for payment. All invoices must be on Contractor letterhead, dated and have an invoice number. A lien release waiver must be included from the Contractor and any/all subcontractors with each monthly invoice.

Sample

EXHIBIT C**MESA COUNTY
CONSTRUCTION SERVICES CONTRACT
INSURANCE REQUIREMENTS**

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 County'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 County, with a copy to County'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, County and County'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 Mesa County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, *et seq.*, 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 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 County 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 County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- A. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado.
- 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.

7. The policies required by paragraphs (B) and (C) above shall be endorsed to specify; "Mesa County Board of County Commissioners, and Mesa County, their officers, officials, employees and volunteers as 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-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 County. Items listed below, which have been marked with an "X" are required of Contractor by County 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 (if applicable)

- ___ X 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.
- ___ 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.
- ___ 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.
- ___ X PERFORMANCE BONDS. 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."

EXHIBIT D**MESA COUNTY
CONSTRUCTION SERVICES AGREEMENT
STANDARD CONDITIONS**

1. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.
2. The Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor's expense, all necessary permits required by any governmental agency with jurisdiction.
3. In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an Independent Contractor with the authority to control and direct the performance and details of its work, the County being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.
4. Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.
5. This is a personal services contract on the part of Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of County and any attempt to assign this Contract without the prior express written consent of County shall render the Contract null and void with respect to the attempted assignee.
6. County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Contract. The right of inspection reserved in the County is for protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.
7. County, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit Contractor's books with regard to this Contract, and Contractor shall retain its books and records for the required period.

8. This is not an exclusive Contract. County may, at its sole discretion, contract with other entities for work similar to that to be performed by Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for County.

9. This Contract is and shall be deemed to be performable in Mesa County 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 substantially prevailing party for costs and reasonable attorney's fees.

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

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

12. This Contract constitutes the entire agreement of the parties, and it supersedes all prior written or verbal agreements or understandings between the parties concerning the subject matter of this Contract. This Contract may only be amended or modified by a written agreement signed by each party and approved in the same manner as the original Contract.

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

14. The provisions of this Contract shall be severable; and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by County if Contractor fails to perform or comply as require.

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

is fraudulent or groundless. However, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended.

16. COUNTY'S RIGHT TO WITHHOLD PAYMENT: County may withhold from any payments due to Contractor, to such extent as may be necessary to protect County from loss because of:

- A. Defective work not remedied;
- B. Claims filed by third parties or reasonable evidence indicating probable filing of such claims attributable to fault on the part of Contractor or any of its subcontractors of any tier, or suppliers;
- C. Contractor's failure to make payments properly to subcontractors, suppliers, or others performing portions of the Work or furnishing materials, equipment, or other services;
- D. A reasonable doubt that this Contract can be completed for the unpaid balance of the Contract Sum;
- E. Damage to the County or any separate subcontractor(s);
- F. Reasonable evidence that the Work will not be completed within the Contract Time;
- G. Failure to carry out the Work in accordance with the Contract;
- H. Contractor's failure to obtain necessary permits or licenses, or to comply with applicable codes, laws, and regulations;
- I. Failure of Contractor to keep its work progressing in accordance with the Construction Schedule;
- J. Contractor's failure to provide for proper superintendence on the site.
- K. Materials acquired by Contractor which are not on-site, or stored in a bonded warehouse.

17. APPLICATION FOR PAYMENT: Contractor shall submit the Application For Payment on AIA Form G702 for the period beginning on the first (1st) of the month through and including the twenty-fifth (25th) of the month for payment by the fifteenth (15th) of the following month. Contractor shall accompany all Applications for Payment with its valid lien waiver for the period of time covered by the Application for Payment, and except for the first Application for Payment, with valid lien waivers from all subcontractors, suppliers, and others, who may be entitled to assert a lien on the project or work, for the period of time covered in the immediately preceding Application for Payment. Contractor is advised that no exceptions to this provision will be made, and any Application for Payment not accompanied by proper lien waivers will be cause for the immediate rejection of the Application for Payment. Prior to or at the time of submitting the first Application for Payment, Contractor must provide County with a Colorado Department of Revenue Exemption Certificate for tax exemption purposes, if applicable.

18. RETAINAGE: Pursuant to C.R.S. 24-91-103, as amended, County, if awarding a contract exceeding one hundred fifty thousand dollars for the construction, alteration or repair of any highway, public building, public work, or public improvement, structure, or system, including real property, shall be authorized to make partial payments of the amount due under such contract at the end of each calendar month, or as soon thereafter as practicable, to the Contractor, if the Contractor is satisfactorily performing under the contract. County shall pay at least ninety-five

percent of the calculated value of completed work. The withheld percentage of the contract price of any contracted work, improvement, or construction may be retained until the contract is satisfactorily and finally accepted by County. County may, at its sole discretion, reduce or eliminate the retainage when it appears that such retainage is not necessary to adequately protect County. Any reduction or elimination of the retainage shall be with the approval of Contractor's sureties, if any.

Upon completion of the Work, and prior to the payment of the retainage, if any, County shall publish in a newspaper published in Mesa County, a Notice of Contractor's Settlement, which Notice shall state the Work has been completed and accepted and that Contractor is entitled to final settlement and that upon thirty (30) days notice following the date of publication, specifying the exact date, County will pay the full balance due as final payment, and that persons having claims for labor or materials furnished Contractor shall present the same to County prior to said date specified for such payment.

Nothing contained herein shall be construed as relieving Contractor and sureties, if any, from any claim or claims for work or labor done or materials or supplies furnished in the execution of this Contract.

19. **PROPERTY OF COUNTY:** All drawings, specifications, reports, models, and other materials and copies thereof including electronic media prepared and furnished to or by Contractor are and shall be and remain the property of County, whether the Project for which they are made be executed or not. With the exception of one (1) contract set and one (1) as-built set for Contractor, such documents are to be returned or suitably accounted for to County on request at the completion of the project or Work. All of the preceding documents may be used by the County in whole or in part, or in modified form for all purposes County may deem advisable in connection with the completion, maintenance of and additions to the Project, without further employment of or payment of any compensation to Contractor.

20. **TIME FOR PERFORMANCE:** Contractor's services shall commence upon the execution of this Contract. Contractor understands and agrees that time is of the essence with respect to its performance of all of its obligations hereunder. Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Contractor shall prepare and submit to County, a Construction Schedule for the Work, which shall provide for the expeditious and practicable execution of the Work.

21. **TERMINATION OR EXPIRATION:** Upon termination or expiration of this Contract, Contractor shall immediately cease work, and deliver to the County all keys and copies of any documents, papers, calculations, notes, reports, electronic disks or any other technical papers which have been prepared by Contractor under the terms of this Contract. This shall include delivery of and title to all materials and supplies paid for but not installed in the Project whether stored on or off the site.

22. **CONTRACT AMENDMENTS:** Contractor agrees that it shall not reasonably withhold its consent to any amendments or modifications to this Contract as may be requested by County. All amendments shall be in the form of a written instrument.

23. **CONFLICT OF INTEREST:** No subcontractor or sub-subcontractor shall be engaged to perform work on the project wherein a conflict of interest exists, such as being connected with the sale or promotion of equipment or material which may be used on the project; provided, however, that in unusual circumstances and with full disclosure to County of such interest, County may permit a waiver, in writing, with respect to the particular subcontractor or sub-subcontractor.

24. **REJECTION AND CORRECTION OF WORK:** The Contract Administrator for County shall, in the first instance, be the judge of the performance of Contractor, its subcontractors of all tiers, and its suppliers, as it relates to compliance with the Contract Documents and quality of workmanship and material. Should any defective work or material be discovered by County during the progress of the Project, or should reasonable doubt arise as to whether certain material or work is in accordance with this Contract, the value of such defective or questionable material or work shall not be included in any Application for Payment, or if previously included, shall be deducted by Contractor in its next Application for Payment.

The Contract Administrator for County will have authority to reject work which does not conform to the Contract Documents. Any defective material or workmanship may be rejected by County's Contract Administrator at any time before the final completion of the Work, even though the same may have been previously overlooked and approved for payment.

The Contractor shall promptly and no later than ten (10) days after the date of written notice from County's Contract Administrator rejecting such work, proceed at Contractor's expense, to correct, replace, and re-execute, all defective work, whether or not fabricated, installed or completed, or if so required, remove it from the site and replace it with work which conforms to the requirements of the Contract Documents.

If Contractor fails to correct, replace, or re-execute any defective work within the ten (10) days set forth above or persistently fails to carry out the Work in accordance with the Contract Documents, County may correct and remedy any such deficiency. Contractor shall be responsible to County for and shall bear all applicable direct, indirect, and consequential costs and damages attributable thereto, including but not limited to all fees and charges of any professionals made necessary thereby, all costs of repair and replacement of work of County and others including separate contractor(s) destroyed or damaged by correction, all costs of removal or replacement of Contractor's defective Work, any delay or liquidated damages, together with such other damages which County may suffer, and an appropriate Change Order shall be issued deducting both sums from the payments then and thereafter due Contractor. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall promptly pay the difference to County.

25. **CHANGE ORDERS:** County, without invalidating this Contract and without notice to any surety, may order extra work or make changes by altering, adding to, or deducting from the Work, and the Contract Sum and Contract Time, shall be adjusted as appropriate. The Contract Sum and Contract Time may be changed only by change order. No extra work or change in the Work shall be made unless by a written Change Order or Construction Change Directive. No claim for any change to the Contract Sum or Contract Time shall be valid unless so ordered.

A Change Order signed by Contractor conclusively establishes Contractor's full and complete agreement therewith, including any adjustment in the Contract Sum and Contract Time or the method of determining them, and that the same constitutes the full and complete settlement and resolution of the subject of the Change Order.

The amount of any adjustment for any items deleted from the Work shall be estimated at the time it is authorized to be deleted, and the agreed adjustment shall be deducted from subsequent monthly Applications for Payment.

When both additions and deletions are involved in a Change Order and Contractor is entitled to an adjustment to the Contract Sum, the adjustment shall be figured on the basis of net increase or decrease, if any, with respect to that Change Order.

26. CLEAN-UP: Contractor shall at all times keep the building(s) and site free from all surplus material and all waste material, dirt, and rubbish caused by its performance of the Work, including but not limited to its subcontractors of all tiers, and suppliers. Contractor shall, immediately prior to final completion of the Work, remove all tools, equipment, scaffolding, trailers, temporary facilities, and effects of Contractor's operations, and shall leave the Work thoroughly clean as may be necessary to make the building and site ready for occupancy.

27. CLOSEOUT DOCUMENTATION: Before County shall accept the Work and publish a Notice of Final Settlement, and before final payment of any remaining retained percentage shall become due, Contractor shall deliver to County:

- A. All guarantees and warranties required by the Project;
- B. Statements to support local sales and use tax refunds;
- C. Two (2) complete sets of any required operations and maintenance manuals and instructions for installed equipment, (if applicable);
- D. Two (2) sets of as-built drawings with one (1) as a sepia of each sheet and the other as a red-lined copy of each sheet;
- E. To the extent not already furnished, two (2) copies of all corrected Shop Drawings (if applicable);
- F. A complete and final waiver and/or release of any and all lien rights and lien waivers from each subcontractor of all tiers, material men, supplier, manufacturer, and dealer, for all labor, equipment, material, and all other items used or furnished by each on the Work. If any subcontractor, material man, supplier, or other, refused to furnish a waiver or release required by County, County shall be entitled to retain out of the Contract Sum a sum of money sufficient to protect County against such lien or potential lien, or Contractor may furnish a bond satisfactory to County;
- G. All keys, manuals, and maintenance stocks to County; and
- H. Consent of the surety to final payment.

28. WAIVER OF BREACH: No waiver of any breach of this Contract shall be held to be a waiver of any other breach. The invalidity of any one or more of the covenants, phrases, sentences, clauses, or provisions of this Contract or any part thereof; and in the event any one of the same shall be declared invalid, this Contract shall be construed as if such invalid portion had not been inserted provided the same does not work a substantial injustice.

29. CONFLICTS WITHIN DRAWINGS, PROJECT MANUAL AND/OR CONTRACT: The information shown on the Drawings and/or given in the Project Manual is believed to be accurate, but the accuracy is not guaranteed by County. In the case of a disagreement between the Drawings, the Project Manual and/or this Contract, the more restrictive provision and the better quality or greater quantity of work shall govern and shall be included in the work and in the Contract.

30. BONDS: The Contractor shall furnish a Bond for 100% of performance, materials, and labor.

31. FORCE MAJEURE: Neither Contractor nor County shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure.” As used in this contract “force majeure” means fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, pandemic or epidemic, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.

Sample



RFP 2318-23-KY
Long Family Memorial Park Skatepark Design/Build Project

Addendum 1 – April 12, 2023

The purpose of this addendum is:

1. Provide the questions and answered received by the deadline.

All other terms and conditions remain unchanged.

Q1. What is the spec for the concrete pad? Is it post-tension which would prevent cutting into the slab? Any other applicable details?

Answer: The pad is post-tension. There will be no cutting into the pad and everything must sit on top of the pad.

Q2. Are the "two or more public meetings" required to be in person or will virtual meetings be acceptable for some or all of these meetings?

Answer: Virtual meetings will be acceptable. For all of the meetings our intent is to present options to the local skate community.

Q3. Will the 3 (minimum) design progress meetings be in-person or will virtual meetings be sufficient for progress meetings?

Answer: Virtual meetings will be sufficient for progress meetings.

Q4. Regarding 5.4 "References": Are these three customer references required to be the same as the prior five project references? Or can they be different references in addition to the project references?

Answer: Mesa County would be fine with different references in addition to the project references. We are just looking to verify that you have experience building modular skate parks.

Q5. Page 18 says "The project team shall include a *variety* of licensed professionals, such as but not limited to landscape architects, engineers, surveyors and support personnel." Can one contractor turnkey provide all required services? Or is it a requirement to include multiple/a variety firms on the proposal team?

Answer: We are okay with a turnkey contractor. There is no landscape work or other work in this project. It all must fit on the existing concrete pad.

Q6. Are CD's required to be stamped?

Answer: The CD's do not need to be stamped.

Q7. Is there potential that CD's could be removed/reduced in scope to allow for more skatepark equipment? Would shop drawings for features be acceptable in place of full CD's?

Answer: Shop drawings would be fine in place of full CD's.

Q8. Can removal of equipment be shown as an add alt on top of 250k budget to maximize funding going toward new equipment? Most cost-effective option would be for Mesa County Public Works/Others to remove/dispose of existing equipment.

Answer: Removal of the equipment must be included in your bid and the whole project must fit in the 250K budget.

Q9. Who will be on the evaluation team?

Answer: The evaluation team will include senior management from the Facilities and Parks department as well as representatives from the local skate community.

Q10. If more fields are required for the cost sheet on page 31, should more rows be added to the cost sheet? Are all items required to fit on the single page as is?

Answer: Feel free to add however many fields you need for the cost sheet. If you need more pages to accurately fill out the bid you are welcome to do so.