

# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

Timothy V. Corrigan  
District I

Douglas B. Monger  
District II

M. Elizabeth Melton  
District III

## Work Session

March 9, 2020

LIVE AUDIO WILL BE AVAILABLE FOR MONDAY AND TUESDAY MEETINGS BY  
CALLING (970) 870 - 5499  
EXCLUDES WORK SESSIONS

1. **10:30 A.M. COUNTY MANAGER UPDATE**  
Tom Sullivan, County Manager

2. **11:15 A.M. LEGAL**  
Erick Knaus, County Attorney

3. **12:00 P.M. LUNCH BREAK**

4. **1:00 P.M. COMMISSIONERS' UPDATES**

5. **COMMISSIONERS' WORK SESSION**

The following items will be discussed, and the Commissioners may provide staff direction or take action regarding these items.

A. **1:30 P.M. SLATE COMMUNICATIONS UPDATE**  
Presenter: Kristen Knoll

Documents:

[BCC AGENDA COMMUNICATIONS FORM\\_ SLATE UPDATE.PDF](#)

B. **2:30 P.M. COMMUNITY OF PHIPPSBURG WASTE WATER TREATMENT FACILITY UPDATES**  
Presenter: Scott Cowman, Environmental Health Director

Documents:

[BCC AGENDACOMM LINERREPLACEMENTUPDATES20200303.PDF](#)  
[RFP 682 PHIPPSBURG WASTEWATER TREATMENT FACILITY UPGRADES BSC EDITS 20200212.PDF](#)

C. **3:00 P.M. RECRUITMENT DISCUSSION**  
Presenter: Larry Gilley, Strategic Government Resources

Executive Session may be requested for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e).

6. **4:30 P.M. MEETING ADJOURNED**

LIVE AUDIO WILL BE AVAILABLE FOR MONDAY AND TUESDAY MEETINGS BY CALLING (970) 870-5499

EXCLUDES WORK SESSIONS

All meetings will be held in the Routt County Historic Courthouse  
522 Lincoln Avenue, Hearing Room, Steamboat Springs - or otherwise noted.

All programs, services and activities of Routt County are operated in compliance with the Americans with Disabilities Act. If you need a special accommodation as a result of a disability, please call the Commissioners Office at (970) 879-0108 to assure that we can meet your needs. Please notify us of your request as soon as possible prior to the scheduled event. Routt County uses the Relay Colorado service. Dial 711 or TDD (970) 870-5444.



**ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA COMMUNICATION FORM**

<b>ITEM DATE:</b> 3/10/2020	<b>ITEM TIME:</b> 1:30 pm

<b>FROM:</b>	Slate Communications
<b>TODAY'S DATE:</b>	3/3/2020
<b>AGENDA TITLE:</b>	Slate Communications Update

**CHECK ONE THAT APPLIES TO YOUR ITEM:**

**ACTION ITEM**

**DIRECTION**

**INFORMATION**

**I. DESCRIBE THE REQUEST OR ISSUE:**

Update on marketing work for the County provided by Slate Communications.

**II. RECOMMENDED ACTION (*motion*):**

**III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):**

**PROPOSED REVENUE** (*if applicable*):

**CURRENT BUDGETED AMOUNT: \$0.00**

**PROPOSED EXPENDITURE:**

**FUNDING SOURCE:**

**SUPPLEMENTAL BUDGET NEEDED: YES NO**

**IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):**



**ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA COMMUNICATION FORM**

**V. BACKGROUND INFORMATION:**

**VI. LEGAL ISSUES:**

**VII. CONFLICTS OR ENVIRONMENTAL ISSUES:**

**VIII. SUMMARY AND OTHER OPTIONS:**

**IX. LIST OF ATTACHMENTS: Supplemental Budget Request**



# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA COMMUNICATION FORM

<b>ITEM DATE: 03/09/2020</b>	<b>ITEM TIME: 3:00pm – 3:30pm</b>

<b>FROM:</b>	Scott Cowman
<b>TODAY’S DATE:</b>	3/2/2020
<b>AGENDA TITLE:</b>	Community of Phippsburg Lagoon Liner Replacement Project
<b>CHECK ONE THAT APPLIES TO YOUR ITEM:</b>	
<input type="checkbox"/> ACTION ITEM	
<input checked="" type="checkbox"/> DIRECTION	
<input checked="" type="checkbox"/> INFORMATION	
<b>I. DESCRIBE THE REQUEST OR ISSUE:</b>	
Review of new Request for Proposal for Waste Water Treatment Plant upgrades to address seepage requirements at the Community of Phippsburg Wastewater Treatment Facility	
<b>II. RECOMMENDED ACTION (<i>motion</i>):</b>	
Direction and information only – please refer to Background Information and Request For Proposal.	
<b>III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):</b>	
<b>PROPOSED REVENUE</b> <i>(if applicable)</i> :	
<b>CURRENT BUDGETED AMOUNT:</b>	
<b>PROPOSED EXPENDITURE:</b>	
<b>FUNDING SOURCE:</b>	
<b>SUPPLEMENTAL BUDGET NEEDED: YES <input type="checkbox"/> NO <input type="checkbox"/></b>	
N/A	
<b>IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):</b>	
N/A	



# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA COMMUNICATION FORM

### V. BACKGROUND INFORMATION:

A Compliance Schedule with a deadline of December 31, 2018 was issued by CDPHE to complete lagoon liner replacement at the Community of Phippsburg Wastewater Treatment Facility. Funding had been secured based on a cost estimate from RG and Associates in the amount of \$300,000. A Water Pollution Control Revolving Fund Direct Loan (Disadvantaged Communities Loan Program) was approved in the amount of \$124,000 (plus \$26,000 for Design and Engineering) to help fund the project. DOLA provided a 50% match (\$150,000) to reach the total estimate of \$300,000.

The window for construction at the facility is narrow (typically mid-July to the end of October) because of late snow-melt and runoff, early freezes and chance of snow fall. Delays with review and approval of the final engineering by the CDPHE in 2018 resulted in the project being pushed to 2019. A Permit Narrative Conditions Report Form (and request for guidance) was submitted to CDPHE at the beginning of January 2019 that included details behind construction delays.

An advertisement went out in March 2019, but unfortunately no bids were received. The project was put out for bid again (June 7th) with expanded advertising in an effort to identify a contractor and complete construction within the 2019 field season. One bid was finally submitted but the cost estimate was approximately three times the budgeted amount (\$274,000 vs \$890,000). Because time-lines were again running short, an extension request was submitted and approved by DOLA to extend the deadline of the grant to December 2020. Per conversations with the CDPHE Grants and Loans Unit, it was confirmed that pushing the project back to 2020 would have no effect on the loan. Discussion have occurred with CWRPDA for delaying payments on a loan to November 2021 with the understanding that the loan term would end on the existing date.

A quarterly status report was recently submitted to DOLA and messages have been left with Greg Winker but as of this date no recent direct correspondence has taken place. Information related to the grant will be discussed during the meeting.

Recently, there has been increased consideration for installation of a mechanical plant rather than replacing lagoon liners. Potential benefits include; (1) the capital costs of mechanical plants and improved technology compared to rehabilitating the lagoon system may be relatively similar, (2) modern facility replacing aging infrastructure, (3) better positioned to meet current and future effluent limitations, and (4) potentially simplified installation logistics. Taking all of the information into consideration, a new scope of work (SOW) has been developed. Please refer to the attached Request For Proposal and Scope of Work for more detailed information.

### VI. LEGAL ISSUES:

None

### VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None

### VIII. SUMMARY AND OTHER OPTIONS:

Open for discussion



**ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA COMMUNICATION FORM**

**IX. LIST OF ATTACHMENTS:**

Information on Colorado Rural Water Association Grants and Loans

**REQUEST FOR PROPOSAL (RFP) 682  
WASTEWATER TREATMENT PLANT UPGRADES PROJECT  
COMMUNITY OF PHIPPSBURG  
ROUTT COUNTY, COLORADO**

Routt County, CO. is seeking proposals from qualified firms for engineering services for the Community of Phippsburg Waste Water Treatment Facility. The sewage lagoons at the facility do not meet current regulatory requirements for seepage. In-kind replacement of clay liners or installation of an alternate system or plant will both be considered. Proposals shall be submitted by firms capable and experienced to perform tasks described in the "SCOPE OF WORK," of this Request for Proposal (RFP). The objective is to have a fully executed contract by April 17, 2020. Proposals should include a reasonable date for when the work can be completed.

**INTRODUCTION AND FACILITY INFORMATION:**

The Community of Phippsburg is located in Northwestern Colorado in unincorporated Routt County, approximately 25 miles south of Steamboat Springs on Colorado Highway 131. Wastewater generated by the community is treated at the facility which was or initially constructed in 1976 with a rated hydraulic capacity of 0.04MGD and an organic capacity of 127 lab/BODS/day (refer to **Exhibit A: CPDES Permit**).

The facility was modified in 2007 but retains much of the original infrastructure as was originally installed in 1976. The service area encompasses an estimated 63 acres and serves approximately 204 residents through 135 service connections. The Routt County Department of Environmental Health (RCDEH) is responsible for the operation of the facility. The existing facility operates relatively well but most likely does not meet current Colorado Department of Public Health and Environment (CDPHE) lagoon seepage requirements and has been issued a compliance advisory.

Influent wastewater is initially screened, followed immediately by influent flow measurement. Secondary treatment is accomplished through three treatment ponds, with the final section of the last pond used as a settling basin. A constructed wetlands follows the three secondary treatment ponds. The wetlands cell is currently bypassed due to functionality issues. Effluent disinfection and chlorine contact is provided prior to discharge to the Yampa River. The discharge point recently changed from the adjacent Little White Snake Creek to the Yampa River to more easily meet discharge effluent limitations through increased dilution.

The existing pond liners were installed in the 1970s when liner design requirements were less stringent, allowing approximately 1/8 of an inch per day of seepage. Modern requirements allow only 1/32 inch per day of seepage. Based on original drawings, clay liners were installed at a minimum 6 inches. It has been estimated that clay liners would need to be at least 18 inches thick in order to meet 1/32 inch per day of seepage.

**LAGOON LINER REPLACEMENT PROJECT BACKGROUND:**

A Conceptual Design Memorandum Report (**Exhibit B**) evaluating alternatives for improvements to meet current seepage standards was submitted to the State and subsequently approved. The report evaluated the existing facility and analyzed alternatives for improvements

to bring the facility into compliance with CDPHE seepage requirements. The report also evaluated several diffused aeration systems.

The report resulted in a recommendation to replace lagoon liners as the least costly alternative. A Compliance Schedule with a deadline of December 31, 2018 was issued by CDPHE to complete lagoon liner replacement. Funding was secured based on an engineering cost estimate contained in the report in the amount of \$300,000. A Water Pollution Control Revolving Fund Direct Loan (Disadvantaged Communities Loan Program) was approved in the amount of \$124,000 (plus \$26,000 for Design and Engineering) to help fund the project. The Department of Local Affairs (DOLA) provided a 50% match (\$150,000) to reach the total estimate of \$300,000. According to the Colorado Water Resources and Power Development Authority, a limit of \$300,000 may be spent on Design and Engineering so it is assumed that \$274,000 would still be available for updated engineering design work.

The window for construction at the facility is narrow (typically July to the end of October) because of late snow-melt and runoff, early freezes and chance of snow fall. Delays with review and approval of the final engineering by the CDPHE in 2018 resulted in the project being pushed to 2019. A Permit Narrative Conditions Report Form (and request for guidance) was submitted to CDPHE at the beginning of January 2019 that included details behind construction delays.

An advertisement went out in March 2019, but no bids were received. The project was put out for bid again (June 7th) with expanded advertising to identify a contractor and complete construction within the 2019 field season. One bid was finally submitted but the cost estimate was approximately three times the budgeted amount (\$274,000 vs \$890,000) in part due to unexpected cost for sludge removal and disposal. Because time-lines were again running short, an extension request was submitted and approved by DOLA to extend the deadline of the grant to December 2020. Per conversations with the CDPHE Grants and Loans Unit, it was confirmed that pushing the project back to 2020 would have no effect on the loan; although payments on the loan would need to commence. Currently, based on the most recent bid the project is inadequately funded to complete liner replacement.

Other potential funding has been identified that may enable larger percentages of the overall project to be covered including:

1. FEMA funding via the updated Hazard Mitigation Plan (considered a mitigation planning activity). Funding cannot be used for a new plant but may be available for liner replacement or pond remediation
2. USDA Rural Development

DOLA typically covers about 50% of total costs. There has been consideration for using the DOLA grant to help with sludge removal or pond remediation but additional funding would need to be secured to cover total costs beyond the 50%.

Recently, there has been increased consideration for installation of a mechanical plant rather than replacing lagoon liners. Potential benefits include; (1) the capital costs of mechanical plants and improved technology compared to rehabilitating the lagoon system may be relatively similar, (2)

modern facility replacing aging infrastructure, (3) better positioned to meet current and future effluent limitations, and (4) potentially simplified installation logistics. Taking all of the information into consideration, a new scope of work (SOW) has been developed.

**SCOPE OF WORK**

<b>Task 1: Review of Existing Facility, Plans &amp; Reports</b>	<ul style="list-style-type: none"> <li>• Evaluate facility and existing plans for improvements to bring facility into compliance including recent reports and existing financing</li> <li>• Provide an estimated useful life of the facility if upgraded as previously proposed (in-kind replacement of lagoon liners)</li> </ul>
<b>Task 2: Permit Limitations</b>	<ul style="list-style-type: none"> <li>• Detail the ability of the existing facility and any proposed systems or plants to meet current and future foreseeable permit limits and other pertinent regulations including but not limited to:               <ul style="list-style-type: none"> <li>○ Effluent limits, hydraulic and organic capacity</li> <li>○ Future discharge limits, particularly Regulation 31 nutrient limits (TIN, TN, TP), and ammonia</li> </ul> </li> </ul>
<b>Task 3: Comparison of Lagoon System to Mechanical System</b>	<ul style="list-style-type: none"> <li>• Prepare construction and non-construction costs for recommended solution (replacement of lagoon liners or installation of alternate systems such as SBR, MBR, conventional activated sludge, etc.)</li> <li>• Compare recommended treatment facility and life cycle costs to that of the existing lagoon system if upgraded as previously proposed</li> <li>• Compare packaged activated sludge capital and life cycle costs to that of the existing lagoon system if upgraded as previously proposed</li> </ul>
<b>Task 4: Funding &amp; Guidance</b>	<ul style="list-style-type: none"> <li>• Prepare an updated financing plan including a CDPHE Grants and Loans Prequalification form according to proposed plan</li> </ul>
<b>Task 5: Reporting</b>	<ul style="list-style-type: none"> <li>• Prepare an amended Site Application to submit to Routt County and CDPHE detailing findings and recommendations               <ul style="list-style-type: none"> <li>○ Provide preliminary exhibits showing the layout of recommended alternative</li> </ul> </li> <li>• Update and revise based on review, incorporate any changes and submit to Routt County and CDPHE</li> </ul>
<b>Task 6: Other</b>	<ul style="list-style-type: none"> <li>• Inform on any considerations that may need to be included but not currently a part of this SOW</li> </ul>

**LIST OF ATTACHMENTS:**

- Exhibit A – CDPS Permit (Certification and Fact Sheet)
- Exhibit B – Design Memorandum
- Exhibit C – CDPHE Approved Engineering Report (for lagoon liner replacement)
- Exhibit D – Pburg WWTP 1976 Drawings
- Exhibit E – PNA and Prequalification Form (for lagoon liner replacement)

**1) GENERAL TERMS AND CONDITIONS**

- a) Proposal responses must be received **not later** than:

**1:00 p.m. Mountain Time March 27, 2020**

- b) Any proposal response received after the time and date stipulated will not be considered and will be rejected and returned to the Offeror.
- c) Email is the preferred method of response (see below for further detail). However, if a paper copy of RFP response is received it must be in a sealed envelope with “**RFP-682 WASTEWATER TREATMENT PLANT UPGRADES PROJECT**” clearly written on the sealed envelope and the envelope shall bear the name of the Offeror, company address, and phone number.
- d) If you utilize U.S. mail, express delivery service, or hand deliver please send to the correct address listed below:

USPS, Expedited services via Federal Express or UPS to this address  
Routt County Commissioners Office  
522 Lincoln Avenue, Suite 30  
Steamboat Springs, CO 80487

For questions or further information please contact  
Julie Kennedy, Purchasing Agent  
[jkennedy@co.routt.co.us](mailto:jkennedy@co.routt.co.us) Direct Phone Number: 970-870-5316

- e) Email to [jkennedy@co.routt.co.us](mailto:jkennedy@co.routt.co.us) is the preferred method of response. However, 35 megabytes is the maximum amount of data Routt County can receive in any one email. Sometimes this may necessitate more than one email by the Offeror or elimination of high megabyte unnecessary graphics. It is up to the Offeror to ensure emails do not exceed this limit and must confirm receipt of email by Routt County prior to due date and time. An email sent but not received by the due date and time will not be considered. If proposal response is submitted electronically Routt County will not be responsible for the security of the response from an Offeror from others.
- f) Routt County advocates open and fair competition among suppliers and contractors to provide the best goods and services for Routt County and its citizens. The County prohibits discrimination based on political affiliation, race, creed, color, national origin, ancestry, sex, sexual orientation, age, religion, handicap, disability, veteran status or genetic information in all business transactions, purchases and contracts.
- g) The failure or omission of an Offeror to acquaint himself/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFP or to the contract.
- h) Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.
- i) Offeror must clearly mark any material considered to be confidential and will be treated as such by Routt County to the extent permitted by law.

**2) INQUIRIES AND NO CONTACT POLICY**

- a) All questions must be received, in writing, prior to 5:00 p.m. Mountain Time June 21, 2019 and shall be directed only to Routt County Purchasing Agent Julie Kennedy at

[jkennedy@co.routt.co.us](mailto:jkennedy@co.routt.co.us). Answers to questions received that would change and/or clarify this solicitation will be provided in writing, via an addendum to all firms that have received the original RFP after the date for questions has expired. In this way, we hope to eliminate multiple addendums.

- b) Questions will be answered by addenda that will be issued to all Offerors who received a copy of the RFP and posted on the Routt County website. The County shall not be legally bound by an addendum or interpretation that is not in writing.
- c) Any contact initiated by any Offeror with any County representative, other than the Purchasing Department representative listed herein, concerning this RFP is prohibited. Any such unauthorized contact may cause the disqualification of the Offeror from this procurement transaction. Information obtained from an unauthorized officer, agent, or employee of Routt County or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract for the purpose of this project.

### **3) LATE PROPOSAL RESPONSES**

- a) Late proposal responses shall be considered void and unacceptable. They will not be accepted and will be returned to the Offeror.
- b) It is the sole responsibility of the Offeror to ensure that their proposal response is received by Commissioners Office personnel before the deadline indicated above. If you decide to utilize an express delivery service, please note that overnight service is not always delivered on the next day. Routt County will not be responsible for responses sent to other County offices, etc.
- c) If proposal response is submitted electronically Routt County will not be held responsible for late responses due to failure of electronic communications.

### **4) WITHDRAWAL OF PROPOSAL RESPONSES BEFORE OPENING**

- a) Proposal responses may be modified or withdrawn prior to the due date and time above by submitting a written request for its withdrawal to the Purchasing Agent listed. After the time set for opening of proposal responses no proposal response may be modified or withdrawn. Withdrawal requests received after the time advertised for proposal response opening will be void, regardless of when they were mailed. Offeror may submit the same, a new, or a modified proposal response prior to the due date and time shown above.
- b) No Offeror may withdraw a proposal response within 60 days after the actual date of the RFP opening.

### **5) MISTAKES AFTER PROPOSAL RESPONSE OPENING**

- a) Proposal responses containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Offeror if clear and convincingly sworn, written evidence is furnished to the County no later than 48 hours before the proposal response opening excluding Saturday, Sundays and Legal Holidays.
- b) Under no circumstances can an Offeror be allowed to raise their unit prices(s) as contained in the initial proposal response.

### **6) REJECTION OF PROPOSAL RESPONSES**

- a) Routt County Board of County Commissioners (BCC) reserves the right to reject any or all proposal responses and to waive informalities and minor irregularities in proposal responses received, and to accept any portion of the proposal response that is deemed to be in the best interest of Routt County.

**7) INDEMNIFICATION**

- a) The successful Offeror shall indemnify and save harmless Routt County and all County officers, agents, and employees from all suits or claims of any character brought by reason on infringing on any patent trademark or copyright.
- b) Routt County will not be liable in any way for any of the costs incurred by the Offerors in preparation of their proposal responses in response to this RFP nor for the presentation of their proposal responses or participation in any discussions or negotiations.

**8) PROTEST PROCEDURE**

Filing a Protest and When to File:

Protest shall be submitted in writing and received by the Purchasing Agent on the earliest of seven (7) working days after the aggrieved person knows or should have known of the facts giving rise thereto or ten (10) days after award. Protests based upon restrictive specifications or alleged improprieties in any type of solicitation, which are apparent prior to bid opening or the closing date for receipt of initial proposal responses, must be filed no later than three (3) days prior to bid opening or the closing date for receipt of initial proposal responses.

Subject of Protest:

Protesters may file a protest on any phase of solicitation or award, including but not limited to specification or award. Protesters may not challenge the evaluation criteria or the relative weight of the evaluation criteria or the formula for making an award determination.

Content:

- The written protest must include the following:
  - The name and address of the protester
  - Appropriate identification of the purchase
  - A statement of the reasons for the protest
  - Any available exhibits, evidence or documents substantiating the protest

Decision:

The Director of Purchasing and County Manager shall make a decision, in writing, on a protest within seven (7) working days after receiving all relevant, requested information. The decision shall inform the protestor of his or her right to appear to the Board of County Commissioners within seven (7) working days. Within fourteen (14) working days the Board of County Commissioners shall render a decision or state the time frame for the protest review. The decision of the BCC is final.

Withholding of Award:

When a protest has been filed before award, the County will not make an award prior to the resolution of the protest, and when a protest has been filed before the opening of bid or proposal responses, the County will not open responses prior to the resolution of the protest, unless the County determines that:

- The items to be procured are urgently required
- Delivery or performance will be unduly delayed by failure to make the award promptly
- Failure to make prompt award will otherwise cause undue harm to the County and its citizens

When a protest has been filed after award, the County will not terminate or cancel any contract or Purchase Order issued to another vendor, unless it is determined by the County Manager that the award should be canceled and the project/purchase canceled, re-advertised and solicited or any other option in the best interests of the County.

**9) PERMITS, TAXES AND FEES**

- a) All proposal responses submitted must include the price of any business and professional licenses, permits, taxes and fees as required by Federal, State or Local Government Agencies. Routt County does not waive any fees for its own projects.
- b) The proposal response price shall be exclusive of any federal or state taxes from which Routt County is exempt by law.

**10) CLARIFICATION OF RFP DOCUMENTS AND ADDENDA**

- a) If an Offeror discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in these RFP documents, they shall immediately notify the Purchasing Agent of such error and request modification or clarification of the document.
- b) Offerors requiring additional information may submit their questions in writing to the attention of the Purchasing Agent.
- c) Answers to questions received that would change and/or clarify this solicitation will be provided in writing, via an addendum to all firms that have received the original RFP after the date for questions has expired. In this way, we hope to eliminate multiple addendums.
- d) RFP and addenda are listed on the Routt County website under the Purchasing Department and it is the Offeror's responsibility to ensure they have all addenda pertaining to this RFP. The Routt County website is [www.co.routt.co.us](http://www.co.routt.co.us).
- e) It will be the Offeror's responsibility to make inquiry as to the addenda issued.
- f) Any addenda issued will be numbered sequentially beginning with the number #1.
- g) Number of each addendum received, if any, must be shown on the signature page of response document.
- h) All such addenda shall become part of the contract documents and all Offerors shall be bound by such addenda.
- i) The County shall not be legally bound by an addendum or interpretation that is not in writing.

**11) WARRANTY**

- a) Offeror shall specify warranty terms and conditions and supply supporting documentation regarding warranty, if available. Warranty service must be performed at the Routt County on-site location. Specify location of closest provider for warranty repairs and service for proposed equipment.

Specify Warranty: \_\_\_\_\_  
Closest Warranty Provider: \_\_\_\_\_  
Additional Warranties (if available): \_\_\_\_\_  
Cost associated: \_\_\_\_\_

**OFFEROR SUGGESTED OPTIONS/ALTERNATIVES**

- b) Please provide your suggested alternatives, options, enhancements, accessories, etc. which in your opinion, would provide a better value, service, product, life, etc. to Routt County and may not be specified in the technical specifications. Please list below your suggestions/options, and indicate the reasoning or justification for your suggestions. State the price or costs associated with these options (if any). Please submit

brochures/literature with information of the reason for the suggested enhancement, option, etc (attach additional information if necessary).

Suggested Option/Alternative \_\_\_\_\_  
Justification \_\_\_\_\_  
Price \_\_\_\_\_

## **12) GOVERNING PRICES**

- a) Each Offeror shall furnish the information required; the unit price for each item offered must be shown. A total for each item offered must be entered, and in case of error in extension, unit price prevails. (Award may be awarded on an "each basis" or "complete lot offer").

## **13) QUALITY OF PRODUCTS**

- a) Unless otherwise indicated in this RFP, it is understood and agreed that any item offered or shipped in response to this RFP shall be new and date stamped, the latest model, and in first class condition, and when applicable all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
- b) Samples of items, when requested, must be furnished free of expense, and if not destroyed by testing, will be returned at Offeror's request and expense.
- c) All materials and products offered must be guaranteed to meet the requirement to the specifications indicated and operate satisfactorily on the County's existing equipment (as applicable).

## **14) REFERENCES AND QUALIFICATIONS**

- a) The Offerors shall include a list of a minimum of three references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include:
  - Owner/address/telephone contact
  - Project name
  - Project description
  - Your position or capacity on the project
  - Original contract amount
  - Architect/Engineer/Construction Manager/telephone
  - Litigation, administrative proceedings, or claims related to the project in which you were involved including the nature of the claim, the parties, the dollar value and the outcome.
- b) List any liquidated damages assessed or threatened on any project.
- c) List any debarments or agreements not to bid work for other owners.
- d) List any criminal charges, OSHA or EPA violations.
- e) References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by Offeror.
- f) All work shall be prosecuted in an orderly and diligent manner. All work to be completed in a good and workmanlike manner in accordance with the generally accepted standard of care in the industry.

## **15) SUBCONTRACTORS**

- a) The Offeror shall supply the names and addresses of major material suppliers and sub-contractors when requested to do so by Routt County personnel.

#### **16) OFFEROR'S RESPONSIBILITY**

- a) Each Offeror shall fully acquaint themselves with conditions relating to the scope of work and restrictions attending the execution of the work under the conditions of this RFP. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to his response or to the contract. It is expected that this will sometimes require on-site observation.
- b) Offerors must satisfy themselves of the accuracy of the estimate quantities in the RFP schedule by examination of the site and a review of the drawings and specifications, including addenda. Each Offeror is responsible for inspecting the site and informing himself of the conditions under which the work is to be performed and for reading and being thoroughly familiar with the contract documents. The successful Offeror will not be allowed any extra compensation in the form of contract price or time by any matter or thing on which he could have fully informed himself prior to the submission of the Offeror's response.
- c) After responses have been submitted, the Offeror shall not assert that there was a misunderstanding concerning the quantities of the work or the nature of the work to be done.

#### **17) INSTRUCTION FOR SUBMITTING PROPOSAL RESPONSE**

- a) Offeror's proposal response submittals must be in strict compliance with this RFP and failure to comply with all provisions may result in disqualification.
- b) Any products and services that are not specifically addressed in this RFP, but are necessary to provide functional capabilities proposed by the Offeror, must be included in the proposal response.
- c) Offeror's proposal response must include a cover letter, which has been signed by an individual authorized to bind the Offeror. Cover sheet to contain names, email addresses and phone numbers for persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal response and how that person can best be reached. Number of each addendum received, if any, must be shown on the signature page of response document. All proposal responses submitted without such signature may be deemed non-responsive.
- d) Offeror is responsible for any and all permits, license, fees, etc. necessary to complete the project. Routt County does not waive any building fees for its own projects.
- e) Offerors are to submit written proposal responses, which present the Offeror's qualifications, understanding of the work to be performed and cost to complete the proposed scope of work. Identification and description of any special or unique features or additions the Offeror wishes to offer as alternatives or options should be noted.
- f) Offeror's proposal response should be prepared simply and economically and should provide all the information which the Offeror considers pertinent to its qualifications for the project and which respond to the Scope of Work and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content.
- g) Offeror must clearly mark any material considered to be confidential and will be treated as such by Routt County to the extent permitted by law.
- h) List of proposed key staff for this project; describe the level of their involvement including brief biographical information indicating the number of years of similar experience, and

years with your company (note that proposed key staff will be required on site for this project for the duration of construction).

- i) List the categories of work that your organization normally performs with its own forces.
- j) Please note Routt County is a member of National Purchasing Partners (NPP), National Joint Powers Alliance (NJPA), Colorado Multiple Assembly of Procurement Officials (MAPO), Western States Contracting Alliance (WSCA), US Communities and several other organizations so we request the most competitive price available be submitted to us.
- k) Offerors must include a proposal response price sheet for all costs, both itemized and total.

**18) CONTRACT DOCUMENT**

- a) The contract that will be used will be a Routt County Construction Contract with attachments including the Offeror’s proposal response and detailed scope of work. A sample Routt County Construction Contract is shown below.
- b) This RFP, submitted documents, and any negotiations, when properly accepted by Routt County shall constitute a contract equally binding between the successful Offeror and Routt County. The selected Offeror will be considered as prime contractor, and shall assume total responsibility for the quality of the services provided. Failure to meet obligations may result in cancellation of any contracts.
- c) In the event that Offeror intends to request any changes to the County’s Construction Contract, Offeror must identify those changes, provide a copy of the contract language they are proposing and state the reasons for such request all in the Offeror’s proposal response. If the Offeror states that its request for changes is not negotiable, County reserves the right to reject the Offeror’s proposal response as non-responsive.
- d) The party to whom the contract is awarded will be required to execute the contract within ten (10) calendar days from the date when the Notice of Award is delivered to the Offeror. The Notice of Award shall be accompanied by the necessary contract. In case of failure of the Offeror to execute the contract, the Owner may at his option consider the Offeror to be in default.

**19) COUNTY SUPPORT**

The County shall:

- a) Provide to Offeror all information in possession of the County which relates to the County’s requirements for the project or which is relevant to the project.
- b) Examine all studies, reports, sketches, drawings, specifications, proposal responses, schedules and other documents presented by the Offeror.
- c) Designate a person to act as the County’s representative with respect to the work to be performed under this contract. Such person shall have the authority to transmit instructions, receive information, interpret and define the County’s policies and decisions with respect to the contract.

**20) ESTIMATED PROJECT SCHEDULE**

- a) This schedule is only an estimated timetable and may be changed by Routt County at any time.

RFP Sent to Offerors	February 18, 2020
Last Day for Questions from Offerors	March 20, 2020
RFP Response Due	March 27, 2020
Recommend Award to BCC	April 7, 2020
Fully Executed Contract	April 17, 2020

Project Completion	TBD
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**21) BONDS**

- a) Insurance certificates must show the certificate holders name as Routt County Board of County Commissioners.
- b) All bonds must show the Owner as Routt County Board of County Commissioners.
- c) Attorneys-in-fact who sign the payment bonds must file with each bond a certificate and effective dated copy of their power of attorney.
- d) A performance bond and a payment bond, each in the amount of 100 percent of the contract price with a corporate surety approved by the Routt County Board of County Commissioners, will be required for the faithful performance of the contract.
- e) Bonds submitted to the County must meet the following criteria:
  - 1. The bond must be issued by a corporate surety authorized to do business as a surety in the State of Colorado;
  - 2. Owner must be Routt County Board of County Commissioners.
  - 3. The surety issuing the bond must have a current Best’s Rating of “A” or better (A- is not acceptable);
  - 4. The bond must provide that jurisdiction for any action on the bond shall be in the Routt County District Court, Routt County Court or the U.S. District Court for the District of Colorado; and
  - 5. The bond must provide that the substantially prevailing party in any action to recover on or enforce the bond shall have the right to recover its reasonable costs incurred in such action, including, without limitation, attorney fees.

**22) EVALUATION CRITERIA**

The following criteria will be used in the evaluation of qualifications for development of the short list of those Offerors to be considered for interviews and/or potential negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- a) Offeror’s approach to the project. Describe how project will be staffed to assure that all required services will be handled on a continuous basis throughout the project and in a timely manner.
- b) Experience. Overall level of education and experience on small as well as larger projects. Be specific on level of experience of each consultant, their location and how many years you have worked together. Proposal responses shall include resumes of all personnel who will work on this project (including outside consultants) and list their roles/responsibilities.
- c) Demonstrated ability to complete a thorough and detailed report as required in the scope of work.
- d) Demonstrated knowledge of local conditions and physical proximity to the project.
- e) References describing quality of previous work, timeliness, diligence, and ability to meet budget and schedule. Proposal responses must include a list of clients for whom similar projects have been performed, including contact information.
- f) Agreement to use the Routt County contract as is.
- g) Ability to complete project according to project schedule.
- h) Overall cost and value of project.

**23) SELECTION PROCEDURE**

- a) Proposal responses will be evaluated by the Routt County evaluation team (herein called Selection Committee) selected for this RFP.

- b) Purchase orders, invitations for bid (IFB), requests for proposal (RFP), tally sheets and other purchasing information of a public nature are available for inspection at the Purchasing Department. This information will only be made public after a bid opening or after a contract award in a proposal process. Some proposal and bid documents are confidential (i.e. financial statements, litigation records, internal selection criteria results, etc.) Records requests for information identified as confidential by bidders or proposers as approved by the Director of Purchasing will not be considered a public record, unless the provisions of the Colorado Open Records Act or a court order require otherwise.
- c) Should the Selection Committee determine at its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror or further proposal responses may be sought.
- d) The Selection Committee will evaluate proposal responses for award by evaluating the proposal responsiveness to this RFP based on the criteria included in this RFP. Routt County reserves the right to investigate the qualifications of all Offerors under consideration and to confirm any part of the information furnished by the Offeror, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.
- e) The Selection Committee may engage in individual discussions or request a written and/or oral presentation with Offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews will be permissible. Such Offerors will be encouraged to elaborate on qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.
- f) Nothing in this RFP precludes the County from requesting additional information at any time during the procurement process. Not all Offerors may be contacted for further information, e.g., demonstrations, interviews, etc. It is at the sole discretion of the Selection Committee if additional interviews, demonstrations, etc. will be needed.
- g) On the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the Selection Committee shall select in the order of preference one or more Offerors whose professional qualifications and proposed services are deemed most meritorious.
- h) Then if a contract satisfactory and advantageous to Routt County can be negotiated at a price considered fair and reasonable, the Offeror shall be recommended to the proper delegated authority as relayed by the Routt County Delegation of Authority located in the Purchasing Manual Fifth Edition February 2012. County shall have no contractual or other liability for products or services delivered or performed prior to proper execution hereof.
- i) If a contract cannot be negotiated, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.
- j) Routt County Board of Commissioners (BCC) reserves full right to reject any or all proposal responses and to waive informalities and minor irregularities in proposal responses received, and to accept any portion of the proposal response that is deemed to be in the best interest of Routt County.

#### **24) IDENTIFY ONSITE SUPERINTENDENT**

- a) Routt County reserves the right to interview onsite superintendent.

#### **25) CONTRACTOR MINIMUM QUALIFICATIONS**

- a) This qualification document, submitted proposal response and interviews will be used to select a Contractor. The County will be the sole judge of the Contractor's qualifications and its decision shall be final.
- The Contractor must have been in business as a General Contractor for at least five (5) years.
  - The Contractor must have experience with projects of similar type.
  - The Contractor must have previous job references which show good past performance workmanship
  - The Contractor must show past financial stability and present financial capacity to complete the project.
  - The Contractor must show capability and willingness to meet the project schedule.

**26) ORGANIZATION INFORMATION**

How many years has the Contractor been in business? \_\_\_\_\_

How many years in business under its present name? \_\_\_\_\_

Date your organization was formed? \_\_\_\_\_

Name of President or Owner \_\_\_\_\_

Name(s) or partner(s): \_\_\_\_\_

List jurisdictions and trade categories in which your organization is legally qualified to do business.

Indicate registration or license numbers where applicable \_\_\_\_\_

Type of business organization:

- Sole Proprietorship \_\_\_\_\_
- Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Joint Venture \_\_\_\_\_
- Corporation \_\_\_\_\_
- State in which incorporated \_\_\_\_\_

Under what other former names has the Contractor operated?

**27) BASIS FOR AWARD**

- a) Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in this RFP, and any other information or factors deemed relevant by the County, shall be used in the final award.

**28) BID SCHEDULE/PRICE SUBMITTAL**

**Cost proposal:** A proposed not-to-exceed cost for the proposed work. The cost proposal shall include a not to exceed cost to complete the tasks listed. The engineer's proposed hourly rates and labor classifications shall also be shown. Any reimbursable expenses such as copies, mileage, meals, lodging, and expenses shall be shown on the rate schedule. Reimbursable expenses should be included in the cost proposal and will not be an additional cost.

**Schedule:** A schedule for the proposed work including anticipated meeting/teleconference and presentation needs. It is expected that a draft of the report will be presented to Routt County staff for review and comment. Final documents will be provided to the county. Expect to provide four (4) draft hard copies and four (4) final hard copies. Electronic (PDF) copies of the report shall be provided at each milestone.

## SAMPLE ROUTT COUNTY CONSTRUCTION CONTRACT

### 1. PARTIES.

This Construction Contract (the "Contract"), dated as of «Date of Contract», is between Routt County, Colorado (hereinafter called "County") by and through its Board of County Commissioners (hereinafter called "Board"), and «Name of Contractor», (hereinafter called "Contractor"). For purposes of this Contract, the address of County shall be:

Board of County Commissioners  
P.O. Box 773598  
522 Lincoln Avenue  
Steamboat Springs, Colorado 80477

For purposes of this Contract, the address of Contractor shall be:

«Name of Contractor»  
«Contractor's Mailing Address»  
«Contractor's Physical Address»  
«City», «State» «Zip Code»

### 2. CONTRACT DOCUMENTS.

2.1 The entire contract between the parties concerning the Project (as hereinafter defined) shall consist of and include:

- 2.1.1. Advertisement for Bids;
- 2.1.2. Specifications for: «Description of Project»;
- 2.1.3. Contractor's Bid Proposal, including any amended portions thereof accepted and approved by County;
- 2.1.4. Notice of Award;
- 2.1.5. Construction Contract;
- 2.1.6. Notice to Proceed;
- 2.1.7. Change Order forms;
- 2.1.8. Payment and Performance Bond, if required by Section 5.2 hereof;

2.1.9. Construction Plans consisting of «Number of Sheets» sheets; and

«IF Addendum»

2.1.10. Addendum Nos.: «REPEAT Addendum Information:a, b and c»«Addendum Number» dated «Addendum Date»«END REPEAT».«END IF»

all of which shall consist of and be referred to as the "Contract Documents."

2.2. The provisions of the Specifications for «Description of Project» and the Construction Plans shall take precedence over any conflicting provisions in the proposal documents or other Contract Document.

2.3. Anything mentioned in the Specifications and not shown on the Construction Plans, or shown on the Construction Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between the Construction Plans and the Specifications or in case of discrepancy in the figures in the Construction Plans or in the Specifications, the matter shall be promptly submitted to the Project Administrator (as hereinafter defined) who shall promptly make a determination in writing. Any adjustment by Contractor without such a determination shall be at his own risk and expense.

2.4. As used herein, the term "Project Administrator" shall refer to such person as the Board of County Commissioners may, from time to time, designate as County's representative. The initial Project Administrator shall be «Project Administrator». All changes in the designation of the Project Administrator shall be made in writing signed by the Chairman of the Board of County Commissioners and sent to Contractor at the address set forth in Section 1 above by U.S. Mail, first-class postage prepaid. It is intended, and hereby permitted, that the Project Administrator may delegate the responsibility for inspecting the work on the Project to other County employees and agents but only the Project Administrator shall have the right and power to accept or reject work or materials on the Project or otherwise exercise the discretion of the Project Administrator provided for herein.

«IF Architect Provision»

2.5. As used herein, the term "Architect" shall mean «Architect».«END IF»

### 3. SCOPE OF WORK.

Contractor shall furnish all of the necessary supervision, materials, tools and supplies and perform all of the labor and other services necessary to complete the work set forth in the Specifications for «Description of Project» and as described and required by the Contract Documents and referred to herein as the "Project."

All workers shall be competent and have sufficient skill, knowledge and experience in their class of work and operation of equipment, to perform all work properly and satisfactorily.

Contractor agrees to do the work in a first class, substantial and workmanlike manner to the satisfaction of County in strict accordance with the provisions of the Contract Documents, including the Construction Plans and Specifications.

### 4. TIME OF COMPLETION.

Contractor shall commence the work required by the Contract Documents within ten (10) days of receipt of the Notice to Proceed and shall complete the Project not later than «Completion Date». Contractor agrees that the completion of the Project within the time as set forth herein is of the essence and agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to insure the completion of the work within the prescribed time period.

If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time, County may, by written notice to Contractor, terminate his right to proceed with the work or such part of the work as to which there has been a delay. In such event, County may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and use any or all materials, appliances and plant as may be on the site of the work and necessary therefor. Whether or not Contractor's right to proceed with the work is terminated, he and his sureties shall be liable under the terms of the Payment Bond and Performance Bond for Contractor's refusal or failure to complete the work within the specified time.

Contractor's right to proceed shall not be so terminated nor Contractor charged with resulting damage if Contractor be delayed at any time in the progress of the work by any negligent act of County, County employee or agent, or by changes ordered in the work, or by strikes, lock-outs, fire, unusual delay in transportation, unavoidable casualties or other causes beyond Contractor's control. Inability to purchase the required materials listed in Contractor's Proposal shall not be considered to be "beyond Contractor's control."

If delay is due to a cause beyond Contractor's control, the time of completion of the work shall be extended for a period equal to such portion of the period of delay as Contractor shall be able to show he could not have avoided by exercise of due diligence; provided, however, that in no event shall the time for Contractor's completion of the Project be extended beyond «Extended Completion Date». Contractor shall advise County in writing within three (3) days from the beginning of such delay and shall file a written claim for an extension of time within seven (7) days after the period of delay has ceased.

## 5. LIQUIDATED DAMAGES/BONDING.

5.1. If Contractor fails to complete the Project by the Completion Date, County will incur damages which are presently difficult to compute. County and Contractor agree that, in the event Contractor does not complete the work by the Completion Date, as that date may be modified in writing by change order, County shall be entitled to damages which the parties agree to liquidate at \$«Liquidated Damages» per day for each day the Project remains unfinished beyond the Completion Date.

5.2. In the event that the Compensation to be paid to Contractor for the Project, as set forth in the first paragraph of Section 6 hereof, exceeds \$50,000, the Contractor shall deliver properly executed and issued payment and performance bonds meeting the requirements of C.R.S. § 38-26-105 in the penal sum of the amount set forth in Section 6.

## 6. COMPENSATION.

As consideration for the completion of the Project as required by the Contract Documents, County shall pay to Contractor the sum of «Compensation» (\$«Compensation Numeric») which amount shall be payable as follows:

6.1. Progress payments shall be made upon application of Contractor to be made not more frequently than every two weeks during the Project. Payments shall be based upon the cost of labor and materials incorporated in the Project and materials suitably stored on the site as estimated by Contractor and approved by the Project Administrator.

6.2. At the time of an application for a progress payment, Contractor shall submit to the Project Administrator an itemized statement supported by receipts or vouchers showing payment for materials, labor and subcontracts; a description of the work completed; and Contractor's estimate of the percentage of completion of the Project represented by the payment application.

6.3. Within fifteen (15) days after receiving a complete application for progress payment and all required supportive information, County shall pay to Contractor ninety percent (90%) of the amount shown in the application and approved by the Project Administrator. The remaining ten percent (10%) shall be paid upon the issuance of the Certificate of Completion, and after advertisement of final payment required by C.R.S. § 38-26-107 has been published and all applicable time periods under C.R.S. § 38-26-107 have expired.

6.4. If materials stored at the Project site are paid for by County, title to such materials shall vest in Routt County. If such materials are stolen, lost or damaged before their incorporation into the Project, they shall be replaced at Contractor's sole expense.

6.5. Routt County is subject to the provisions of Section 20 of Article X of the Colorado Constitution (also referred to as the "TABOR Amendment") which limits its ability to enter into multiple-fiscal year financial obligations. Therefore, any financial obligation of Routt County under this Contract beyond the current fiscal year (calendar year) is subject to and conditioned upon the due adoption of a budget for the year in which the obligation is due by the Board which budget provides for or appropriates funds for such obligation. The financial obligation of Routt County under this Contract shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof.

## 7. TAXES.

Construction and building materials sold to Contractor and subcontractors for use on structures, roads, streets, highways, and other public works owned by Routt County are exempt from Colorado sales and use taxes. However, such materials may be subject to any sales taxes imposed by local cities and counties and other local taxing authorities.

Contractor and subcontractors shall apply to the Colorado Department of Revenue for certificates of exemption indicating that their purchase of construction or building materials is for a public project. Completed copies of Application for Exemption Certificate with the approval of the Colorado Department of Revenue noted thereon shall be delivered to Routt County prior to issuance of the Notice to Proceed. Contractor agrees to secure from each subcontractor copies of that subcontractor's approved Application and furnish a copy to County. Bidders shall not include in proposals the exempt Colorado sales and use taxes.

## 8. INDEMNIFICATION AND INSURANCE.

Contractor shall indemnify and hold harmless County, the Board and its agents and employees from and against any and all claims, damages, losses, injuries and expenses, including attorney's fees, arising out of or resulting from the performance of the work on the Project, if such claim, damage, loss, injury or expense is caused by, or is claimed to be caused by, the act, omission, or other fault of Contractor or any officer, employee or subcontractor of Contractor. The obligations of this Section 8 shall not extend to any claim, damage, loss, injury or expense which is caused by the act, omission or other fault of County, the Board or its agents and employees.

8.1. Liability Insurance. Contractor shall procure and maintain Comprehensive General Liability, including completed operations, contractual liability and automobile liability insurance affording coverage for all claims for bodily injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by Contractor or by subcontractors under him or anyone directly or indirectly employed by Contractor or by a subcontractor under him. Such insurance shall provide limits of liability of not less than one million dollars (\$1,000,000.00). Contractor shall furnish current certificates of insurance to County. All such insurance shall be written on a Comprehensive Form of Policy. All such insurance shall name as insured Routt County and Contractor as an additional insured. Contractor shall immediately provide County with written notice in the event any portion of the insurance coverage required by this Contract is cancelled or if the insurer gives Contractor notice of its intent to cancel such insurance.

8.2. Worker's Compensation Insurance; Unemployment Insurance; and Income Tax Withholding. Contractor shall procure and maintain Worker's Compensation Insurance at his own expense during the life of this Contract, including occupational disease provisions for all of his employees. Contractor shall also require each subcontractor to furnish Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees, otherwise he accepts full liability and responsibility for subcontractor's employees. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Worker's Compensation statute, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected. **Neither the Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through the County and the Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder.**

## 9. SUBLETTING OF CONTRACT.

Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract, or of his right, title or interest therein, without the written consent of County, which consent may be withheld without cause.

Contractor may utilize the services of specialty subcontractors on those parts of the Project which, under normal contracting practices, are performed by specialty subcontractors.

Contractor shall not award work to subcontractors in excess of fifty percent (50%) of the contract price without prior written approval of County.

Contractor shall be fully responsible to County for the acts and omissions of his subcontractors and of persons directly employed by them, as he is for the acts and omissions of persons directly employed by him.

Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Project to bind the subcontractors to Contractor by the terms of the Contract Documents and to give Contractor the same power as regard terminating any subcontract that County may exercise over Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relationship between any subcontractor and County.

#### 10. WARRANTY.

Contractor warrants to County that all equipment and materials to be furnished under this Contract shall be free from all defects in workmanship and materials.

Contractor shall remove from the Project area all work or materials rejected by the Project Administrator for failure to comply with the Contract Documents, whether incorporated in the construction or not. Contractor shall promptly replace the materials or re-execute the work in accordance with the Contract Documents and without expense to County which are or become defective due to such defects within one (1) year after date of receipt by County. Contractor shall also bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

Should Contractor fail to proceed promptly in accordance with this warranty, County may have such work performed at the expense of Contractor.

#### 11. PRE-CONTRACT EXAMINATION.

Before submitting his proposal, Contractor examined all Construction Plans and the entire and complete Specifications and became well and fully informed as to the materials and character of work required, the relationship of all the particular parts of the work.

After execution of this Contract, no consideration will be granted for any misunderstanding of the materials to be furnished or the work to be done, it being mutually understood that the tender of the proposal carried with it an agreement to this end and all other conditions mentioned in this Contract and the Specifications, and implied a full and complete understanding of them and all Construction Plans, drawings, notes, indications and requirements.

Should anything be omitted from the Construction Plans or Specifications necessary to the proper completion of the work herein described, it shall be the duty of Contractor to so notify County before signing this Contract, and in the event of the failure of Contractor to give such notice, he shall make good any damage or defect in his work caused thereby without extra charge. No allowance will be made for lack of full knowledge of all conditions, except such underground conditions as are determined after commencement of the work and were unknown to Contractor.

#### 12. ACCESS AND INSPECTION.

County and the Project Administrator shall at all times have access to the work. Contractor shall provide proper facilities for such access and for inspection of the work. The Project Administrator is, in the first instance, the judge of the performance of the Contract as it relates to compliance with the Construction Plans and Specifications, quality of workmanship and material.

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Project Administrator may order that portions of the work be uncovered, exposed or made available for observations, inspection or testing. Contractor shall provide all necessary labor, materials, tools and equipment to comply with the Project Administrator's order. If such portion of the work is determined to be defective, Contractor shall bear all costs involved, including the cost of reconstruction. If such portion of the work is determined to be in substantial compliance with the Contract Documents, Contractor shall be compensated in accordance with Section 16 (Changes and Additional Work).

### 13. MEASUREMENTS.

Contractor shall verify all measurements at the site. All dimensions shown for existing work and all dimensions required for work that is to connect with work now in place shall be verified by Contractor by actual measurement of the existing work. Any discrepancies between the contract requirements and the existing conditions shall be referred to the Project Administrator before any work affected thereby has been performed. No compensation will be allowed for differences between actual dimensions and those indicated on the Construction Plans. Differences shall be submitted to the Project Administrator for consideration before proceeding with work, and in the event of the failure of Contractor to so notify the Project Administrator, Contractor shall make good any damage or defect in this work caused thereby, without extra charge to County.

### 14. NON-DISCRIMINATION.

During the performance of this Contract, Contractor agrees as follows:

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contractor setting forth provisions of this non-discrimination clause.

14.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

### 15. LABOR AND MATERIALS.

In accordance with the laws of Colorado, Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the Project. The term "Colorado labor" shall mean any person who has been a bona fide resident of the State of Colorado for a period of not less than one (1) year.

The selection of materials and equipment for the work shall be in accordance with the laws of Colorado which read substantially as follows:

"Preference is hereby given to Colorado labor and to supplies, materials, and provisions produced, manufactured, or grown in Colorado, quality being equal to articles offered by competitors outside of the State."

#### 16. EMPLOYMENT OF ILLEGAL ALIENS.

This Contract is subject to the provisions of the Illegal Aliens-Public Contracts for Services Act found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If Contractor obtains actual knowledge that any of its subcontractors performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the contract with the subcontractor if, within three days of receiving the notice required by subpart D.(1) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor need not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Contract for breach of contract and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Contract.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the County terminates this Contract for such breach.

As used in this provision, "Department" means the Colorado Department of Labor and Employment.

#### 17. PROTECTION OF WORK AND PROPERTY.

Contractor shall continuously maintain adequate protection of his work and materials, protect the property on which the Project is to be constructed from injury or loss arising in connection with the Contract and adequately protect adjacent property as provided by law and Contract Documents.

Contractor shall at all times conduct his work so as to assure the least possible obstruction to traffic and adjacent residents. The safety and the protection of persons and property of the general public and residents along the street, highway and areas adjacent to the work shall be provided for by Contractor.

Contractor shall make good any damage, injury or loss, except such as may be:

- a. directly due to errors in the Contract Documents;
- b. caused by agents or employees of County; or
- c. due to causes beyond Contractor's control and not due to his fault or negligence.

Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of federal, state, municipal, county or any other political subdivision's safety laws and building codes to prevent accident or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall take all other action necessary to assure the safe passage of pedestrians and automobiles.

#### 18. CHANGES AND ADDITIONAL WORK.

County may order changes within the scope of the work without invalidating this Contract. Such changes may be made without notice to the Surety and the Surety shall not be released therefrom. Such changes shall not require work beyond the geographical limits of the original Project unless the Contract is modified. An increase or decrease in the unit cost or completion time requires an equitable adjustment and a change order shall be authorized by the Project Administrator.

No deviations from the Construction Plans and/or Specifications will be permitted except those specifically authorized by a written change order issued and signed by the Project Administrator. Any completely executed change order shall be considered authorization to proceed with the additional work. If Contractor proceeds without this authorization, he shall forfeit any claim for additional compensation for the work so performed.

If County deems it expedient to correct damaged work or work not performed in accordance with this Contract, an equitable deduction from the contract price may be authorized by change order.

#### 19. PARTIAL ACCEPTANCE.

During the prosecution of the Project, Contractor may substantially complete a unit or portion of the Project. Contractor may request County's Project Administrator to make a final inspection of that

portion of the Project. If the Project Administrator finds, upon inspection, that the work has been satisfactorily completed in compliance with the Contract Documents, he shall accept the work as being completed and Contractor shall be relieved of further responsibility for that work. Such partial acceptance shall in no way void or alter any terms of this Contract.

## 20. FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT.

When the work is complete and ready for final inspection, Contractor shall file a written notice with the Project Administrator that the work, in the opinion of Contractor, is complete under the terms of this Contract.

Within ten (10) days after Contractor files written notice that the work is complete, the Project Administrator and Contractor shall make a "final inspection" of the Project to determine whether the work has been completed in accordance with the Contract Documents. A final list shall be made by the Project Administrator in sufficient detail to fully outline to Contractor:

- a. Work to be completed, if any;
- b. Work not in compliance with the Construction Plans or Specifications, if any; and
- c. Unsatisfactory work for any reason, if any.

Four (4) copies of the list will be counter-signed by the Project Administrator and will then be transmitted to Contractor (two copies) and County (two copies).

County shall not authorize final payment until all items on the list have been completed, a certificate of completion issued, and the notice of final payment as required by C.R.S. § 38-26-107 has been published and all applicable time periods under C.R.S. § 38-26-107 have expired.

Before County is required to advertise, Contractor shall deliver to County all guarantees and warranties, all statements to support Colorado sales and use tax refunds, if applicable, one (1) set of as-built drawings showing all job changes, and demonstrate to the operating personnel of County the proper operation and maintenance of all equipment which is a part of the Project.

Upon completion of the foregoing, the Project shall be advertised by a notice of Contractor's settlement by two (2) publications of the notice, the last publication appearing at least ten (10) days prior to the time of final settlement. On the date of final settlement thus advertised, and after Contractor has submitted a written notice to County that no claims have been filed, payment and settlement shall be made as provided in C.R.S. § 38-26-107.

If any unpaid claim for labor, materials, supplies, equipment or damages to third parties filed before payment in full of all sums due Contractor, County shall withhold from Contractor sufficient funds to insure the payment of such claim until the same shall have been paid or withdrawn, such payment or withdrawal evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his duly-authorized agent or assignee.

## 21. CANCELLATION OF CONTRACT.

Failure of Contractor to comply with any of the requirements of this Contract and the Specifications may be considered as evidence of the inability on the part of Contractor to maintain the quality and

service standards deemed necessary and shall be sufficient cause for the cancellation of this Contract and the initiating of legal action against the Performance Bond of Contractor.

22. ATTORNEY FEES.

In the event either party to this Contract brings suit to enforce or interpret any portion of this Contract, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

23. INTEGRATION; VENUE AND JURISDICTION.

This Contract shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. This Contract constitutes the entire agreement between the parties concerning the work described in the Scope of Work and may not be amended except by a written document executed by both parties hereto. This Contract shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties hereby agree that venue and jurisdiction for all actions taken with respect to this Contract shall be in the United States District Court for the District of Colorado or in the Fourteenth Judicial District of the State of Colorado.

Routt County, Colorado

ATTEST:

\_\_\_\_\_  
Kim Bonner  
Routt County Clerk

By: \_\_\_\_\_  
«BCC Chairman», Chair  
Board of County Commissioners

«Name of Contractor»

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

«FILE NAME» («REVISION DATE»)

NOTICE TO PROCEED

To: «Name of Contractor»  
«Contractor's Mailing Address»  
«Contractor's Physical Address»  
«City», «State» «Zip Code»

Date: «Date of Notice to Proceed»

You are hereby authorized to proceed on «Date Authorized to Proceed» with the «Description of Project» in accordance with the Contract Documents and your proposal. The work shall begin no later than ten (10) days after the date of this Notice.

County's Project Administrator for this project is «Project Administrator». All change orders, payment requests, communications, etc. should go through his office.

ROUTT COUNTY, COLORADO

By \_\_\_\_\_  
«BCC Chairman», Chair  
Board of County Commissioners

CONTRACT CHANGE ORDER

Change Order No.: \_\_\_\_\_

Date: \_\_\_\_\_

Contract for: «Description of Project»

Owner: Routt County, Colorado  
P.O. Box 773598  
522 Lincoln Avenue  
Steamboat Springs, CO 80477

To: «Name of Contractor»  
«Contractor's Mailing Address»  
«Contractor's Physical Address»  
«City», «State» «Zip Code»

You are hereby requested to comply with the following changes from the contract plans and specifications:

<u>Description of Changes</u>	<u>Decrease in Contract Price</u>	<u>Increase in Contract Price</u>
	\$ _____	\$ _____
Totals:	\$ _____	\$ _____
Net Change in Contract Price:	\$ _____	\$ _____

Justification:

The sum of \$ \_\_\_\_\_ is hereby (added to) (deducted from) the total contract price.

The time provided for completion is (increased) (decreased) (not changed) by \_\_\_\_\_ working days.

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended: \_\_\_\_\_  
«Project Administrator», Project Administrator Date: \_\_\_\_\_

Accepted: \_\_\_\_\_  
«Name of Contractor», Contractor Date: \_\_\_\_\_

NOTICE OF AWARD

To: «Name of Contractor»  
«Contractor's Mailing Address»  
«Contractor's Physical Address»  
«City», «State» «Zip Code»

Date: «Date of Notice of Award»

Routt County has reviewed the bid proposal submitted by you for the «Description of Project» as referred to in its Advertisement for Bids.

You are hereby notified that your bid proposal in the amount of «Compensation» Dollars (\$«Compensation Numeric») has been accepted. You are hereby required, within ten (10) days hereof, to furnish:

1. two signed original copies of the Contract;
2. those certificates of insurance required by Section 8 of the Contract;
3. a fully-executed Payment Bond, if required by Section 5.2;
4. a fully-executed Performance Bond, if required by Section 5.2; and
5. a certificate of exemption if required by Section 7 of the Contract.

If you comply with the above requirements, you will receive a Notice to Proceed entitling you and requiring you to commence work on the project. If you fail to provide the above-required documents, the County will be entitled to consider all of your rights arising out of this Notice as abandoned, forfeited and at an end.

You are required to return an acknowledged copy of this Notice to the County.

ROUTT COUNTY, COLORADO

By: \_\_\_\_\_  
«BCC Chairman», Chair  
Board of County Commissioners

Receipt of the foregoing Notice of Award is hereby acknowledged:

«Name of Contractor»

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**REQUEST FOR PROPOSAL (RFP) # 645**  
**2019 WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT**  
**COMMUNITY OF PHIPPSBURG**  
**ROUTT COUNTY, COLORADO**

**ADDENDUM(S) # \_\_\_\_\_**

Please acknowledge receipt of Addendum(s) with Proposal submittal. Failure to do so will result in a non-compliant proposal.

Company Name:

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Signature:

Date:

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