

REQUEST FOR PROPOSAL 800
AIRPORT ARCHITECTURAL & ENGINEERING CONSULTANTS
YAMPA VALLEY REGIONAL AIRPORT (YVRA)
ROUTT COUNTY, COLORADO

SUMMARY

Routt County is the owner of the Yampa Valley Regional Airport (YVRA) located in Hayden, Colorado. YVRA provides service to Northwest Colorado including Steamboat Springs, Hayden, and Craig.

Routt County is soliciting request for proposal from qualified firms to provide architectural and engineering services for various federal, state, and locally funded projects at the Yampa Valley Regional Airport for up to a five-year period.

Requested professional services may include architectural services, customary civil, structural, mechanical, electrical, construction administration, special services, and environmental engineering services. These services shall be performed in accordance with acceptable engineering practices, and are to be carried out in accordance with Federal Aviation Administration requirements, Colorado Department of Transportation guidelines, Colorado Statutes and Codes, and all applicable local codes, regulations, ordinances, policies and planning procedures.

Selection will be based on an evaluation of factors including aviation architectural and engineering experience, local knowledge of the region, ability to present to a public forum, reputation, background, capacity to meet schedules and budgets, quality of previous airport projects undertaken, familiarity with Routt County and degree of interest shown.

1) GENERAL TERMS AND CONDITIONS

- a) Email is the preferred method of response.
- b) However you may utilize U.S. mail, express delivery service or hand delivery for your response sent to the address listed below.
- c) If a paper copy of RFP response is received it must be in a sealed envelope with “RFP 800 - Airport Architectural & Engineering Consultants” clearly written on the sealed envelope and the envelope should bear the name of the Proposer, address, and phone number.
Proposal responses must be received not later than:

1:00 p.m. MST Wednesday, October 18, 2023

U.S. mail delivery to this address
Yampa Valley Regional Airport
ATTN: Airport Director
P.O. Box 1060
Hayden, CO 81639

Expedited services via Federal Express, UPS, etc. to this address
Yampa Valley Regional Airport
ATTN: Airport Director

11005 RCR 51A
Hayden, CO 81639

For questions or further information please contact

Kevin Booth, Airport Director

kbooth@co.routt.co.us

Direct Phone Number: 970-276-5004

Fax: 970-276-5030

- d) Routt County appreciates the time and effort in preparing this response to our RFP. Due date and time is essential and please note that all proposal responses and any addenda pertaining to the proposal must be received at the designated location by the deadline above. Late proposal responses shall be considered void and unacceptable. It is the sole responsibility of the Proposer to ensure that their proposal response is received by Airport Office personnel before the deadline indicated above. Should you decide to utilize an express delivery service, please note that overnight service is not always delivered on the next day.
 - e) Email to kbooth@co.routt.co.us is the preferred method of response. However, 36 megabyte is the maximum amount of data Routt County can receive in any one email. Sometimes this may necessitate more than one email by the Proposer or elimination of high megabyte unnecessary graphics. It is up to the Proposer 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. Routt County will not be held responsible for late responses due to failure of electronic communications. Routt County will not be responsible for the security of the response from an Offeror from others, if proposal response is submitted electronically.
 - f) RFPs and addenda are listed on the Routt County website under the Purchasing Department and it is the Proposer's responsibility to ensure they have all addenda pertaining to this RFP. The Routt County website is: www.co.routt.co.us.
 - g) Any addenda issued will be numbered sequentially beginning with the number #1.
 - h) Proposal responses will be evaluated by the Routt County evaluation team selected for this RFP. Not all proposal response information is considered public, and only the final contract and costs of award will be available to the public. No proposal response information will be shared until after the RFP has been awarded.
 - i) Nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
 - j) Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposal responses. This RFP document contains up to three (3) opportunities in the passenger terminal building.
 - k) The failure or omission of a Proposer to acquaint themselves with existing conditions shall in no way relieve him of any obligation with respect to this request for proposal or to the contract.
- 2) **PRE – PROPOSAL CONFERENCE**
- a) There will be a **mandatory** pre-proposal meeting at 1:00 P.M. on Monday, September 18, 2023 at Yampa Valley Regional Airport, 11005 RCR51 A, Hayden, CO 81639. Attendance is required to submit a proposal response on this concession. If unable to attend in person the Proposer may

request information from Kevin Booth to attend via Zoom 24 hours prior to the pre-proposal meeting.

- b) The attendance sign in sheet will be made available to all participants.
- c) If needed, an addendum will be issued clarifying any points and/or answering questions that were asked and sent to all Proposers that were sent the original RFP.

3) WITHDRAWAL OF PROPOSAL RESPONSES

- 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. Proposer may submit the same, a new, or a modified proposal response prior to the proposal response opening time. After the time set for opening of proposal responses no proposal response may be modified or withdrawn.

4) REJECTION OF PROPOSALS

- a) Routt County 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 whichever is deemed to be in the best interest of Routt County.

5) INQUIRIES AND NO CONTACT POLICY

- a) All questions must be received, in writing, prior to 3:00 p.m. Monday, September 25, 2023 and should be directed only to Airport Director Kevin Booth at kbooth@co.routt.co.us.
- b) Questions will be answered by Addenda that will be issued to all Proposers who received a copy of the RFP and posted on the Routt County website. The final Addenda will be posted by October 2, 2023. The County shall not be legally bound by an addendum or interpretation that is not in writing.
- c) Any contact initiated by any Proposer with any County representative, other than the Airport Director listed herein, concerning this RFP is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer 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 Proposer or relieve him from fulfilling any of the conditions of the contract for the purpose of this project.

6) CLARIFICATION OF RFP DOCUMENTS AND ADDENDA

- a) If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in these RFP documents, they shall immediately notify the Airport Director of such error and request modification or clarification of the document.
- b) Proposers requiring additional information may submit their questions in writing to the attention of the Airport Director.
- 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.
- d) RFP and addenda are listed on the Routt County website under the Purchasing Department and it is the Proposer's responsibility to ensure they have all addenda pertaining to this RFP. The Routt County website is: <http://www.co.routt.co.us>.
- e) Any addenda issued will be numbered sequentially beginning with the number #1.
- f) Number of each addendum received, if any, must be shown on the signature page of the Proposal Form.

- g) All such addenda shall become part of the contract documents and all Proposers shall be bound by such addenda.
- h) The County shall not be legally bound by an addendum or interpretation that is not in writing.

7) PROPOSAL SUBMITTAL

To be considered by County, Proposer must submit Appendix A - Request For Proposal Submittal Form.

8) INSTRUCTION FOR SUBMITTING PROPOSAL RESPONSE

- a) Proposer’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 proposal response received after the time and date stipulated will not be considered and will be rejected and returned to the Proposer.
- c) Proposer’s proposal response **must** include the Proposal Form which has been signed by an individual authorized to bind the Proposer. All proposal responses submitted without such signature may be deemed non-responsive.
- d) Proposer’s proposal response should be prepared simply and economically and should provide all the information which the Proposer considers pertinent to its qualifications for airport architectural and engineering services listed herein.
- e) Proposer must clearly mark any material considered to be confidential and will be treated as such by Routt County to the extent permitted by law.
- f) Time is of the essence and Proposers must be willing to start providing architectural and engineering services upon a fully executed contract.
- g) Routt County will not be liable in any way for any of the costs incurred by the Proposers in preparation of their proposals in response to this RFP nor for the presentation of their proposals or participation in any discussions or negotiations.

9) INDEMNIFICATION

- a) The successful Proposer shall indemnify and hold 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) The County shall not be legally bound by an addendum or interpretation that is not in writing. It will be the Proposer’s responsibility to make inquiry as to the addenda issued.

10) SCHEDULE

RFP Sent to Proposers	Monday, August 28, 2023
Last Day for Questions from Proposers	Monday, September 25, 2023
RFP Response Due	Wednesday, October 18, 2023
Interviews (If necessary)	Week of October 30, 2023
Recommend Award to BCC/Contract Documents Fully Executed	Tuesday, November 14, 2023

11) GUIDELINES FOR PROPOSAL EVALUATION

The following criteria are to 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) General experience of firm. 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. Proposals shall include resumes of all personnel who will work on this project (including outside consultants) and list their roles/responsibilities.
- b) Managerial capabilities:
 - a. Ability to manage several projects simultaneously. Include present and anticipated workload.
 - b. Firm's approach to the project.
 - c. Demonstrated systematic approach to quality assurance and interdisciplinary coordination methodologies throughout the various phases of design and construction administration.
- c) Demonstrated knowledge of local conditions and physical proximity to the project.
- d) References describing quality of previous work, timeliness, diligence, and ability to meet budget and schedule. Proposals must include a list of clients for whom similar projects have been performed, including contact person, address, and telephone number.
- e) 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 relevancy by the County, shall be used in the final award.

12) **SELECTION**

- a) Selection will be based on FAA Advisory Circular 150-5100-14E, including but not limited to the quality of previous airport/aviation related projects, reputation, background, degree of interest shown, and experience with airports similar to the Yampa Valley Regional Airport.
- b) After receipt of proposals, the County will use the following factors in selecting the firm for the contract:
 - i) Substantiated representations regarding the engineers/consultant's experience and competence to accomplish the required work as set forth in this Request For Proposal.
 - ii) Clear and demonstrated understanding of the proposed projects and a record of similar projects. Completeness and reasonableness of the engineer/consultant's plan to provide the services as requested.
 - iii) Familiarity with the airport.
 - iv) Resumes of sufficient personnel and proven track record to accomplish the tasks and meet schedules.
 - v) Results of reference interviews.

Routt County and the Yampa Valley Regional Airport reserve the right to reject any or all submitted statements, to waive informalities or irregularities in the statements received, and to reject non-conforming, non-responsive, conditional, or qualified statements, and to award the contract to the engineer/consultant, which in the County and Airport's judgment, best serves their interests and the citizens.

13) **SUBMITTAL**

Submitted information may be discussed and clarified with offerors in an interview or meeting, which would be scheduled by Routt County.

a) Statement submittals shall contain:

- i) Qualifications: The consultant qualification information shall include:
 - (1) Professional resume stating qualifications to provide the services described herein. Include number of years in business, number of employees, location of office or offices, names of principals or employees who will complete the services including the qualification and time commitment of the project managers proposed for the services and associated projects.
 - (2) Current workload.
 - (3) Experience as engineer or consultant for similar services and associated projects and other noteworthy projects. Include name of facility, owner, location of project, budgeted cost and cost as completion, and design merits that responded to program and budget requirements.
 - (4) References. All offerors shall include a list of a minimum of five references who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.
 - (5) 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 an offeror.
- ii) Proposals shall contain a maximum of forty (40) pages and each of the five (5) copies shall be submitted in its own, separate three-ring binder.
- iii) The contract issued to successful engineer/consultant is subject to the provisions of Executive Order 11246 (Equal Employment Opportunity) and to the provisions of the Department of Transportation Regulation 49 CFR Part 26 (Disadvantaged Business Enterprise (DBE) Participation). DBE firms are encouraged to participate.

14) **COUNTY SUPPORT**

a) The County shall:

- i) Provide to engineer/consultant all information in possession of the County which relates to the County's requirements for the services and associated projects or which is relevant to the services and associated projects.
- ii) Assist consultant in obtaining permission to enter public or private property as required for engineer/consultant to perform its services.
- iii) Examine all studies, test results, reports, sketches, drawings, specifications, proposals, schedules and other documents presented by the engineer/consultant.
- iv) 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.

15) SPECIFICATIONS

The scope of work contemplated under the awarded contract may include, but is not limited to consulting, design, specifications, construction management, project documentation, and field inspections for the following anticipated projects:

- Three Phase Terminal Expansion, Design and Construct
- Master Plan Update
- Widen Taxiway B from ADG II to ADG III
- Acquire Replacement ARFF Fire Truck
- Replace Snow Removal Equipment – Rotary Broom
- Runway 10-28 Seal Coat
- Taxiway Seal Coat
- Miscellaneous Engineering Services
- Miscellaneous Planning Services

APPENDIX A
REQUEST FOR PROPOSAL SUBMITTAL FORM
THIS FORM MUST BE SUBMITTED WITH YOUR REQUEST FOR PROPOSAL

YAMPA VALLEY REGIONAL AIRPORT ARCHITECTURAL AND ENGINEERING SERVICES

The undersigned, having examined the instructions for submitting any and all documents related to the above reference RFP:

- a) Agrees to comply with all conditions, requirements, and instructions of the Request for Proposals as stated or implied therein;
- b) Acknowledges the right of Routt County, Colorado in its sole discretion to reject any or all requests for proposals submitted, and that an award may be made even though not the lowest cost or a short list of respondents may be identified;
- c) Acknowledges and agrees that the discretion of Routt County, Colorado in selection of the successful respondent(s) shall be final, not subject to review or attack; and
- d) Acknowledges that this request for proposal is made with full knowledge of the foregoing and full agreement thereto.

By submission of this request for proposal and signature below, the respondent acknowledges that they have the authority to sign this form and bind the company named below. The respondent further acknowledges that Routt County, Colorado has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the request for proposal and related documents, and authorized release to Routt County of any and all information sought in such inquiry or investigation.

Company Name: _____

Title of Respondent: _____

Signature of Respondent: _____

Date: _____

APPENDIX B SAMPLE AGREEMENT

This Agreement Regarding Provision of Professional Services (the "Agreement") dated as of «Date of Contract», is between «Name of Contractor» ("Contractor") and Routt County, Colorado ("County"), by and through its Board of County Commissioners ("Board").

Recitals

A. County has heretofore requested proposals from various consultants for various improvement projects at the Yampa Valley Regional Airport ("Airport");

B. Contractor has submitted to the County a proposal for the Project and represented to County that it has the expertise and personnel necessary to properly complete the Project;

C. After considering the proposals submitted by various consultants for the Project, the Board has decided to accept the proposal of Contractor for the Project subject to the execution of a contract between the Contractor and County acceptable to the Board; and

D. Contractor and County intend by this Agreement to set forth the services to be provided by the Contractor in connection with the projects and related terms and conditions to govern the relationship between Contractor and County. No specific work is required under this Agreement, which is intended to create a frame work for all work done pursuant to subsequent amendments to this Agreement. Contractor and County will enter into one or more amendments to this Agreement specifying the specific work to be completed.

Terms and Conditions

1. Scope of Project: The scope of work contemplated under the Agreement may include, but is not limited to consulting, design, specifications, construction management, project documentation and field inspections for the following anticipated projects:

- Three Phase Terminal Expansion, Design and Construct
- Master Plan Update
- Widen Taxiway B from ADG II to ADG III
- Acquire Replacement ARFF Fire Truck
- Replace Snow Removal Equipment – Rotary Broom
- Runway 10-28 Seal Coat
- Taxiway Seal Coat
- Miscellaneous Engineering Services
- Miscellaneous Planning Services

Contractor and County will enter into one or more amendments to this Agreement specifying the specific work to be completed.

2. Compensation and Payment: As consideration for the work to be performed by Contractor hereunder, County shall pay to Contractor an amount agreed upon for services provided included in the amendments to this Agreement. The compensation to be paid to Contractor shall be paid via County check or Electronic Fund Transfer (EFT).

During associated Projects, Contractor shall submit billings for its reimbursable costs and work performed in connection with the Project on a monthly basis no later than the 10th day of the month following the month in which the work billed was done.

Such billings shall be submitted to the Airport for review and approval and shall segregate reimbursable costs from charges for professional services and, upon request, Contractor shall provide County with such other supporting information as County may request. County shall pay all properly submitted invoices within 30 days after receipt of each such invoice and any supporting information requested by County. All billings shall include the Contractor's taxpayer identification number or social security number.

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 County under this Agreement 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 of County which budget provides for or appropriates funds for such obligation. The financial obligation of County under this Agreement 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.

3. Time for Completion of Project: Contractor shall work diligently to complete the work under the amendment within the number days allotted as executed by County. County recognizes however, that there may be delays in the completion of the work beyond the control of the Contractor and County, therefore, agrees that Contractor's obligation hereunder is one of diligence and is not a covenant or representation that the Project will be completed within said time period. Contractor shall, however, be responsible for promptly notifying County of delays in the completion of the Project which Contractor believes are attributable to County.

4. Personnel: Contractor understands that in retaining Contractor, County is relying primarily upon the expertise and personal abilities of «Contractor's Employee». This Agreement is conditioned upon the continuing direct personal involvement of «Contractor's Employee» in the Project. County understands that others may work on portions of the Project. However, those employees shall be under the direct supervision of «Contractor's Employee». In the event that «Contractor's Employee», for any reason, is unable to remain involved in the Project, or in the

event that «[Contractor's Employee](#)» ceases to be involved in the Project as planned, Contractor shall immediately advise County of such fact and County shall have the option to terminate this Agreement.

5. Insurance: Contractor shall be responsible for worker's compensation and all other benefits for Contractor and its employees working on the Project and such employees shall not, for any reason, be deemed the agents, servants or employees of County. **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.** Contractor shall maintain commercial general liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$1,000,000 and a deductible of not more than \$1,000. Prior to commencement of work on the Project, Contractor shall cause “The Routt County, Colorado Board of County Commissioners c/o Purchasing, 136 6th Street, Suite 209, Steamboat Springs, Colorado 80487” to be named as both additional insured and certificate holder, and shall provide County with evidence, acceptable to County, that the insurance required hereby is in full force and effect. Contractor shall immediately provide County with written notice in the event any portion of the insurance coverage required by this Agreement is cancelled or if the insurer gives Contractor notice of its intent to cancel such insurance.

6. No Assignment: The parties to this Agreement recognize that the services to be provided pursuant to this Agreement are professional in nature and that in entering into this Agreement, County is relying upon the personal services and reputation of «[Contractor's Employee](#)». Therefore, Contractor may not assign its interest in this Agreement without the prior written consent of County, which may withhold such consent in its sole discretion. Except as so provided, this Agreement 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 thirdparty.

7. Conflicts of Interest: Neither Contractor nor any of its employees shall, at any time during the term of this Agreement, do work for, nor shall they have any financial interest or other relationship with any entity or project which would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Contractor in connection with the Project.

8. Confidentiality: Contractor acknowledges that it may receive confidential information from County in connection with the Project or, as part of the Project, develop such information. Contractor shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Project.

9. Ownership of Work: Subject to County's obligation to compensate Contractor, all work, reports, designs, drawings, renderings and other work product produced by Contractor in connection with the Project shall belong to County and Contractor shall not use any part thereof

for purposes other than the Project without the written consent of County.

10. Indemnification: Each party hereto shall indemnify the other party and hold and defend the other party and its officials, officers and employees harmless from all costs, claims and expenses arising from claims made by any person in connection with the acts or omissions of, or representations by, the indemnifying party if such cost, claim or expense is caused by, or is claimed to be caused by, the acts or omissions of the indemnifying party or its officials, officers or employees. This indemnification shall not apply to claims by third parties against the indemnified party to the extent that the indemnified party is liable to such third party for such claim without regard to the involvement of the indemnifying party. It shall be a condition to liability under this paragraph that the indemnified party promptly provide to the indemnifying party a copy of any summons, complaint or other notice of claim with respect to any claim for which the indemnified party may seek indemnification or defense hereunder. Within 10 days following the giving of such notice of claim by the indemnified party, the indemnifying party shall acknowledge receipt of such notice in writing to the indemnified party and, in such notice, accept the defense and obligation to indemnify the indemnified party hereunder. Following such acknowledgment, the indemnifying party shall take all actions reasonably necessary to protect the indemnified party from such claim and the indemnified party shall cooperate in such defense. In the event that the indemnifying party fails or refuses to give such acknowledgment of receipt and acceptance to the indemnified party within the 10 day period specified, the indemnified party may, but shall not be obligated, to assume its own defense and thereafter recover all costs of such defense from the indemnifying party.

11. Termination: County may terminate this Agreement at any time during the Term of this Agreement upon 10 days written notice to Contractor without cause; provided, however, that within 30 days following such termination Contractor shall render a final billing for work completed and expenses incurred to the date of termination which shall be paid by County in accordance with Paragraph 2 hereof. In the event that County fails to pay any billing by Contractor for Work hereunder when due, then upon 10 days' written notice to County of such delinquency and the failure of County to pay all amounts then due to Contractor within such 10 day period, Contractor may, at its election cease work hereunder and terminate this Agreement by giving a written notice to County advising of such election. Such written notice of Contractor's election to terminate this Agreement may, but need not, be included in the notice of delinquency required hereunder. In such case such notice of the election to terminate shall be stated in the conditional form that the Agreement shall be terminated if payment is not received within the 10 day period provided for payment of any delinquency.

12. Notices: Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

Contractor: «Name of Contractor»
 «Contractor's Mailing Address»

«Contractor's Physical Address»
«City», «State» «Zip Code» Attn:
«Contractor's Employee»

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

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado otherwise on the date which is two business days following the date of mailing.

13. Attorney Fees: In the event either party to this Agreement brings suit to enforce or interpret any portion of this Agreement, 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.

14. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the Project and may not be amended except by a written document executed by both parties hereto.

15. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single instrument.

16. Choice of Laws and Venue: This Agreement 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 agree that venue in any action to enforce or interpret this Agreement shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

«Name of Contractor»

By: _____

Printed Name: _____

Title: _____

Routt County, Colorado

By: _____

«BCC Chair», Chair

Board of County Commissioners

ATTEST:

Jenny Thomas

Routt County Clerk

«FILE NAME» («REVISION DATE»)