



## REQUEST FOR PROPOSAL (RFP)

### Professional Services – Owner’s Representative

SUBMITTAL DEADLINE

12:00pm on Friday, November 8, 2019

**Any questions regarding this Request for Proposal shall be submitted to the Superintendent of Recreation, Scott Ruff by email at [sruff@MountainRec.org](mailto:sruff@MountainRec.org) or by phone at (970) 777-8888.**

**REQUEST FOR PROPOSAL**  
**Owner's Representative**

Proposals will be received by Mountain Recreation Metropolitan District from qualified firms interested in providing Owner's Representative services for the Fairgrounds Ball Field Improvements Project until **12:00 p.m. on Friday, November 8th, 2019.**

The work under this contract consists of the following:

- *Owner's Representative services for the Eagle Sports Complex Improvements, located at 1400 Fairgrounds Road in Eagle, CO, to take place in 2020. The anticipated start date of services is November 20<sup>th</sup>, 2019 with completion by November 2020.*

The District reserves the right to reject any or all proposals and to waive informalities or deficiencies therein, to negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive, to accept, at its option, any alternates.

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## Mountain Recreation

### Introduction

Mountain Recreation Metropolitan District (“Mountain Rec” or the “District”) owns and/or operates the Eagle Sports Complex and is seeking Owner’s Representative Services for the following project:

- Eagle Sports Complex Improvements

The District seeks a professional Owner’s Representative to assist with the construction administration & management of the Project, as outlined in Exhibit B – Project Tasks Cost of services.

The project consists of the demolition of the existing Storage / Concession Building & existing asphalt paving, new construction of the Maintenance/Concession, Restroom Building, regrading of the areas around the new building and re-paving of the paths from the parking lots to the new building. The drawings are currently in Design Development, with 90% DD Drawings being issued in mid-November.

Here is a link of the Preferred Concept drawings, for reference only: [drawings](#)

Contractor Selection will take place in February 2020, with construction beginning in March 2020 and completion by November 2020.

The project contact will be Scott Ruff, Superintendent of Recreation, at [Sruff@mountainrec.org](mailto:Sruff@mountainrec.org) or by phone at 970-777-8888.

### Submittal Requirements

Qualified firms should submit their complete submittal in PDF format by email to:

Scott Ruff  
EMAIL: [sruff@mountainrec.org](mailto:sruff@mountainrec.org)  
Mountain Recreation  
52 Lundgren Blvd  
PO Box 375  
Gypsum, Colorado 81637

Hard Copy Proposals can also be submitted via mail, FedEx, UPS, or personal drop off at the Gypsum Rec Center located at 52 Lundgreen Blvd, Gypsum, CO, by the same Bid Deadline listed above. Digital copies are preferred, but hard copies will be accepted.

Proposals should include the following items:

#### Company Profile

Provide a one page description of your company & experience, complete with office location, years in business, owner information, primary contact information and company size.

#### Similar Projects

Provide three similar projects completed in the last 5 years, with project description, budget, location and client.

#### Staff Resumes

Provide resumes of proposed staffing.

#### References

Provide three references with complete contact information.

Proposal Forms Required

Proposal packets must include the following documents:

PROPOSAL FORM A	REQUIRED	PROJECT TASKS COST OF SERVICES
PROPOSAL FORM B	REQUIRED	PROPOSAL VALIDITY AND COMMITMENT TO SIGN

**Special Provisions**

Late Qualifications

A late proposal is one received after the 12:00 p.m. local time, at the time and delivery address as stated. Proposals received after the deadline date and time will be returned unopened. It shall be the responsibility of those submitting a proposal to assure themselves that their proposal has been received by Mountain Rec.

Waiver of Informalities

The District may, at its election, waive any minor informalities or irregularities in proposals received or reject any or all proposals.

**Criteria for Selection**

The selected firm will demonstrate a history of successful projects that reflect accurate budget tracking, proper management of the process and active monitoring of the schedule. Each submittal will be evaluated, and a selection will be made based on the following criteria:

- Experience maintaining cost controls;
- Experience maintaining schedule;
- Experience in managing the process, the team & client expectations;
- Established processes for information management;
- History of effective communications with all stake holders & trade partners;
- Qualifications of assigned staff;
- Cost of service;
- Evidence of ability to serve Mountain Rec as a priority customer.

Candidates may be interviewed, at the discretion of the Mountain Recreation District, but interviews are not anticipated at this time.

**Anticipated Timeframe for Selection Process Milestones**

Opportunity Published	Monday, October 28 <sup>th</sup> , 2019
Questions / RFIs	Friday, November 1 <sup>st</sup> , 2019
RFI Responses Issued	Tuesday, November 5 <sup>th</sup> , 2019
Proposals Due	12:00pm, Friday, November 8 <sup>th</sup> , 2019
Proposal Review	November 9 <sup>th</sup> through November 13 <sup>th</sup> , 2019
Award Notification	November 15 <sup>th</sup> , 2019
Construction Bidding	January 2, 2020 to February 7 <sup>th</sup> , 2020
Contractor Award	February 14 <sup>th</sup> , 2020
Construction Commence	March 1 <sup>st</sup> , 2020
Construction Finish	November 15 <sup>th</sup> , 2020
Project Closeout	December 15 <sup>th</sup> , 2020

Requests for Information (RFI's) or other specific questions should be sent in writing to Scott Ruff at: [sruff@mountainrec.org](mailto:sruff@mountainrec.org) with Janet Bartnik being cc'd at: [jbartnik@mountainrec.org](mailto:jbartnik@mountainrec.org).

## **Required Representations**

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Eagle, Colorado.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the Mountain Rec's requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with Mountain Rec if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the District.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.
7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.
8. The Firm represents that it shall comply with any and all federal, state and local laws, rules and regulations regarding the hiring of employees, and retention of subcontractors, including all requirements for verification of the legal status of employees and the employees of subcontractors, and agrees that it will not knowingly employ or contract with an illegal alien to perform any Contract Work hereunder.



**AGREEMENT  
FOR  
CONTRACTUAL SERVICES**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the MOUNTAIN RECREATION METROPOLITAN DISTRICT (the "District"), a quasi-municipal corporation of the State of Colorado, and \_\_\_\_\_(the "Contractor").

**RECITALS**

WHEREAS, the District contemplates that from time to time it will require various contractual services on an as-needed basis; and

WHEREAS, these contractual services will be identified as the specific need arises; and

WHEREAS, the District desires to engage the Contractor to render these contractual services;

NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the parties do hereto agree as follows:

**I. BASIC SERVICES:** The Contractor shall provide and be compensated for a scope of services ("Services"), set forth in a written Work Authorization issued pursuant to this Agreement in substantially the form attached to this Agreement as **Exhibit A**, which Work Authorization shall also set forth the time schedule to be followed ("Time Schedule") and the estimated charges that are to be made ("Charges"). Unless otherwise agreed the Charges shall be calculated pursuant to the Schedule of Fees and Charges attached hereto as **Exhibit B**. The terms and conditions of this Agreement shall apply to each Work Authorization, except to the extent expressly modified by a subsequent Work Authorization. Where Charges are "not to exceed" a specified sum, the Contractor shall notify the District when the Contractor has a reasonable basis to anticipate that Charges will exceed the "not to exceed" sum and shall not continue to provide the Services beyond such specified "not to exceed" sum unless the District authorizes an increase in the sum, in writing by a subsequent Work Authorization executed by the District's designated representative. Changes in conditions, including, without limitation, changes in laws or regulations occurring after the budget is established or other circumstances beyond the Contractor's control may be a basis for equitable adjustments in the budgeted Charges and Time Schedule which adjustments shall only be made in writing by a subsequent Work Authorization, prior to commencement of any additional work based upon such change in conditions, executed by the District's designated representative.

**II. SPECIAL SERVICES:** The District may, in writing, request the Contractor to provide the District with certain additional special services ("Additional Services") not covered by the Services as outlined above. These Additional Services may include, but not be limited to any services not included under the specified scope of Services; provided that any Additional Services must be approved in writing, in advance, by the District.

**III. AUTHORIZED REPRESENTATIVES:** The officer assigned to administer the Services by Contractor is the only authorized representative to make decisions or commitments on behalf of Contractor. The only authorized representatives to make decisions or commitments on behalf of the District are \_\_\_\_\_ President or \_\_\_\_\_ Executive Director, or an alternate designated in writing by either.

**IV. COMMENCEMENT AND COMPLETION OF WORK:**

A. The Services called for under Sections I and II of this Agreement shall commence only after receipt of a Work Authorization from the District.

B. The Contractor agrees to begin work upon receipt of the District's written Work Authorization, and shall proceed in accordance with the Time Schedule as specified therein.

C. The Contractor will be responsible for completing the Services and other assigned projects as set forth in the Work Authorization within the Time Schedule identified therein. The Contractor will obtain from the District advance written approval of any anticipated changes or modifications to the Time Schedule.

D. The Contractor shall perform the Services consistent with sound professional practices and with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances and shall comply with and endeavor to incorporate all laws, regulations, codes, and standards applicable at the time the Services are performed.

E. It is anticipated that the Contractor may require the subcontracted services of subcontractors from time to time in completing the Services under this Agreement. Prior written approval from the District will be required if the Contractor desires to retain such subcontractors, and any agreement between the Contractor and any subcontractor shall state that the subcontractor is, at a minimum, subject to and bound by the terms and conditions set forth herein. The Contractor shall supervise any and all subcontractors in order to ensure that the subcontractors perform the Services consistent with sound professional practices and with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, and shall provide additional oversight of the activities of the subcontractors in order to ensure that the subcontractors comply with and endeavor to incorporate all laws, regulations, codes, and standards applicable at the time the Services are performed.

F. As a condition of final payment, the Contractor will warrant that the Services have been completed lien-free, and will not be subject to any mechanics liens, chattel mortgages, mortgages, deeds of trust, security agreement or other encumbrances which are not contested and removed in due course.

**V. COMPENSATION:**

A. Charges: The Services to be performed by the Contractor shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, save and except the Charges as identified herein.

B. Fee Schedule: Compensation for the Services and Additional Services, if any, provided under this Agreement shall be based on the Schedule of Fees and Charges attached hereto.

C. Payments: Requests for payments during the term of the Agreement will be based on the Fees and Charges schedule attached herein. The District shall be charged only for the exact time and materials associated with the Services. These charges shall be presented to the District each thirty (30) calendar days for review and approval. Billings must be submitted to the District prior to the 5th of the month following the month in which the services are performed in order for payment to be approved by the District's Board of Directors and paid by the end of said month. Each billing shall set forth, in addition to anything else required by this Agreement, the Charges, the amount billed/paid prior to the current billing, and the amount of Charges remaining to be paid for the Services.

D. Subcontractor Charges to be included in Contractor Billings: All charges of approved subcontractors for which the District has agreed, in writing and advance of their retention, to be responsible for the cost of such retention, shall be paid by the Contractor and billed to the District on an itemized invoiced cost basis.

E. Finance Charges: Subject to Section VI.C. above, all accounts not paid within sixty (60) days of statement date shall be subject to finance charges. Finance charges shall be computed by applying a single periodic rate of one percent (1%) per month (annual percentage rate of twelve percent (12%) to the unpaid

balance. No finance charges shall accrue on any unpaid balances that the District disputes in the exercise of its discretion. The finance charges set forth in this Section VI.E. shall begin to accrue on the sixty-first (61<sup>st</sup>) day following the date on which the Contractor remits its billing statement to the District, if the account remains unpaid and if the District does not reasonably dispute the billing statement of the Contractor at issue.

**VI. INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor as provided in § 8-40-202(2)(b)(I)-(IV), as amended and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The District is concerned only with the results to be obtained. The work performed by Contractor shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to Contractor for the work performed as provided herein. The District shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. Contractor shall at its sole cost and expense, and without increase in the contract price, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work; pay all taxes, sales taxes, use taxes and all federal and state taxes, insurance contributions for social security and unemployment which are measured by wages, salaries or other remunerations paid to Contractor's employees.

**VII. DISCLOSURE:** During the performance of this Agreement and for all time subsequent to completion of the Services, the Contractor agrees not to use or disclose to anyone, except as required in the performance of this Agreement or by law, or as otherwise authorized in writing by the District, any and all information given to the Contractor by the District, or by the Contractor to the District, or which is developed by the Contractor as a result of the performance of this Agreement.

**VIII. ASSIGNMENT:** The Contractor shall not have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempt to assign this Agreement or parts hereof in the absence of such written consent shall be null and void *ab initio*.

**IX. INSURANCE:**

A. The Contractor shall obtain and maintain, at the Contractor's expense Workmen's Compensation and Employer's Liability, Comprehensive, General Liability, Automobile Liability, and Professional Liability, including errors and omissions in amounts and with carriers satisfactory to the District.

B. A certificate identifying the District as holder evidencing such policies together with the amounts of coverage for the respective types of coverage shall be attached to this Agreement as a condition of this Agreement being effective. Said certificate shall designate that the Contractor and the insurance carrier shall be obligated to give the District thirty (30) days prior written notice of any change in or cancellation of said coverage(s).

C. If the Contractor subcontracts any portion of the Services for any purpose, said subcontractors shall be required to furnish certificates evidencing satisfactory comparable insurance coverage(s) to the Contractor and the District.

**X. INDEMNITY AND MUTUAL PROTECTION CLAUSES:**

A. Indemnity: The Contractor shall hold harmless and indemnify the District, its officers, and employees (the "Indemnitees) from and against any claims, demands, losses, damages, expenses, injuries, and liabilities (including attorneys' fees and costs incurred by the Indemnitees in responding to or defending themselves against the same) arising from the death or injury of or to any person or persons, including employees of the Contractor, or from any damage to or destruction of property to the extent caused by or in connection with the performance, or any negligent act or omission of the Contractor, its employees, or its subcontractors (if any), under this Agreement.

B. Mutual Protection Clauses: The Contractor will require that all contractors, subcontractors, or others furnishing material, work, or other professional services in connection with this Agreement agree to defend, protect, and indemnify the District and the Contractor and their respective officers, and employees,



from and against any claims, losses, damages, expenses, injuries, and liabilities arising out of or in connection with their performance in connection with the Services.

**XI. TERMINATION FOR CONVENIENCE/SUSPENSION OF WORK:**

A. **Termination:** The District may terminate all or any portion of the Services for convenience, at its option, by sending a written notice to the Contractor. Termination shall be effective seven (7) days after the District sends the Contractor notice of termination in accordance with Section XIV of this Agreement, unless a later date is specified in said notice of termination; provided that during said seven (7) day period the Contractor shall suspend the performance of Services unless the District specifically agrees otherwise. Pursuant to the provisions of Sections VI.C. through VI.E. of this Agreement, the District shall pay the Contractor within sixty (60) days following receipt of a proper billing statement of the Contractor, which final billing statement shall set forth: (1) the Services performed by the Contractor and its subcontractors through the date of termination; (2) amounts billed by and paid to the Contractors through the date of termination; and (3) unpaid Charges of the Contractor incurred prior to termination.

B. **Suspension:** The District may suspend the Services performed by the Contractor at any time upon seven (7) days written notice. Pursuant to the provisions of Sections VI.C. through VI.E. of this Agreement, the District shall pay the Contractor within sixty (60) days following receipt of a proper billing statement of the Contractor, which billing statement shall set forth: (1) the Services performed by the Contractor and its subcontractors through the date of suspension; (2) amounts billed by and paid to the Contractor through the date of suspension; and (3) unpaid Charges of the Contractor incurred prior to suspension. If the work suspension exceeds sixty (60) days from the effective suspension of Services date, the Contractor shall be entitled to renegotiate the Work Authorization and the attendant compensation terms.

**XII. TERMINATION FOR CAUSE:** Either party can terminate this Agreement or a Work Authorization for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of a notice of termination, unless a later date is specified in the notice, provided that during said twenty (20) day period the Contractor shall suspend the performance of Services unless the District specifically agrees otherwise. The notice of termination for cause shall contain specific reasons for termination and both parties shall cooperate in good faith to cure the causes for termination stated in the notice. Termination shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. The District shall pay the Contractor upon invoice for Services performed and charges incurred prior to termination. In the event of termination for cause, the Parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

**XIII. NOTICES:** Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the District at:

To the District:

Mountain Recreation  
52 Lundgren Blvd / PO Box 375  
Gypsum, CO 81637  
Attn: Janet Bartnik, Executive Director

with a copy to:

Ronald L. Fano  
Spencer Fane LLP.  
1700 Lincoln Street, Suite 2000  
Denver, Colorado 80203

To the Contractor:

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Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

**XIV. IMMIGRATION LAWS:** The Contractor shall comply with any and all federal, state and local laws, rules and regulations regarding the hiring of employees and retention of subcontractors, including without limitation Section 8-17.5-101 et seq., C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a sub-contractor who (a) knowingly employs or contracts with an illegal alien to perform work under this Agreement, or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Contractor hereby certifies that it does not knowingly employ or contract with an illegal alien. The Contractor shall participate in either the E-Verify Employment Verification Program administered by the United States Department of Homeland Security ("E-Verify Program") or the State's Department Program established pursuant to C.R.S. 8-17.5-102(5)(c) to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. The Contractor shall not utilize the E-Verify Program or the Department Program procedures to independently undertake pre-employment screening of job applicants.

The Contractor shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to: (a) notify the subcontractor and the District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving notice from Contractor, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation by the Department pursuant to Section 8-17.5-102(5), C.R.S.

In addition to any other legal or equitable remedy the District may be entitled to for a breach of this Agreement, if the District terminates this Agreement, in whole or in part, due to the Contractor's breach of any of this Article XIV, the Contractor shall be liable for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Contractor to the Colorado Secretary of State as required by law.

**XV. LAW/VENUE:** The terms of this Agreement shall be governed by the laws of the State of Colorado. In the event of any dispute between the parties to this Agreement, the venue for the dispute resolution shall be the District Court for and in the county in which the District is located.

**XVI. INTEGRATED WRITING AND ENFORCEABILITY:** This Agreement constitutes the final and complete repository of the agreements between the District and the Contractor relating to the Services and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. Modifications of this Agreement shall not be binding unless made in writing and signed by an Authorized Representative of each party. The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention

of the parties with regard to the provisions and that saves the validity and enforceability of the provision. In the event of a legal action for invoice amounts not paid, or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, court costs, and other expenses related to the preparation for and conduct of the legal action.

**XVII. NO THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the District and the Contractor. No third party shall have the right to rely on the Contractor's opinions rendered in connection with the Services without the written consent of the Contractor and the third party's agreement to be bound to the same conditions and limitations as the District.

**XVIII. BINDING AGREEMENT:** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and permitted assigns of the parties hereto.

**XIX. NO WAIVER:** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

**XX. APPROPRIATIONS:** The Contractor acknowledges and agrees that the District is a political subdivision of the State of Colorado and, as such, (1) any and all financial obligations described hereunder are subject to annual budget and appropriations requirements, and (2) neither the Contractor nor any of the Contractor's subcontractors shall have lien rights against the District, nor against any property lying within the boundaries of the District, in the event of nonpayment of any amount due under this Agreement.

**XXI. FORCE MAJEURE:** An event of "force majeure" occurs when an event beyond the control of the party claiming force majeure prevents such party from fulfilling its obligations. An event of force majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. In the event of force majeure, the obligations of the Contractor to perform the Services shall be suspended for the duration of the event of force majeure. If Services are suspended for thirty (30) days or more, the Contractor may, in its sole discretion, upon five (5) days prior written notice to the District, terminate this Agreement or the affected Work Authorization, or both. Pursuant to the provisions of Sections VI.C. through VI.E. of this Agreement, the District shall pay the Contractor within sixty (60) days following receipt of a proper billing statement of the Contractor, which billing statement shall set forth: (1) the Services performed by the Contractor and its subcontractors through the date of such termination; and (2) charges of the Contractor incurred prior to the date of such termination.

**XXII. NO WAIVER OF GOVERNMENTAL IMMUNITY:** The District, its directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as the same may be amended from time to time.

**XXIII. NO PERSONAL LIABILITY.** No elected official, director, officer, agent or employee of the District shall be charged personally or held contractually liable by or to the Contractor under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

It is intended by the parties to this Agreement that the Contractor's services in connection with the Project shall not subject the Contractor's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, but solely and only to the extent permitted under Colorado law, the District agrees that any claim, demand or suit shall be directed and/or asserted only against the Contractor, a Colorado corporation, and not against any of the Contractor's individual employees, officers or directors.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**DISTRICT:**

MOUNTAIN RECREATION  
METROPOLITAN DISTRICT  
a quasi-municipal corporation and  
political subdivision of the State of Colorado

By: \_\_\_\_\_  
Elizabeth Jones, Board President

**CONTRACTOR:**

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

**EXHIBIT A**

Work Authorization

TO BE ADDED UPON SELECTION OF SUCCESSFUL FIRM

**EXHIBIT B**

Project Tasks Costs of Services

TO BE ADDED UPON SELECTION OF SUCCESSFUL FIRM

MOUNTAIN REC DISTRICT  
Eagle Sports Complex Improvements in 2020

ITEMIZED TASKS:	ESTIMATED HOURS	RATE	TOTAL
<b>Services Required during Pre-Construction &amp; Design</b>			
<b>1. Overall Client's Budget</b>			0
<p><i>Prepare a Client budget, as described below:</i></p> <ul style="list-style-type: none"> <li>· Work closely with the Client to draft an accurate, comprehensive project budget from Design Development drawings that covers all categories of Client costs.</li> <li>· This budget will include, but will not be limited to, permits and fees, design, engineering and materials testing, as well as construction, furnishings, fixtures and equipment costs.</li> <li>· The initial budget assumes all non-fixed furnishings and equipment costs including, but not limited to, recreational/playground equipment, tele/data cabling, security equipment, specialty equipment, sound systems.</li> <li>· An initial construction cost allowance will be created for this budget using local historic cost models and/or comparable, recent actual projects for the costs of new construction.</li> <li>· Create and format the draft budget by incorporating the Client's direct soft costs, construction costs as described above, and the design, engineering, and materials testing fees into one electronic spreadsheet in Excel, for use by the Client. Submit this budget for review and edits by the Client, and resubmit as a final Client's Budget after incorporating requested changes. Consultant may be required to present &amp; explain the budget to the Board of Directors.</li> <li>· Compare Client's Budget to the Contract Budget and monitor throughout the Construction Process.</li> </ul>			
<b>2. Initial Design &amp; Construction Schedule</b>			0
<ul style="list-style-type: none"> <li>· A design and construction schedule will be prepared when requested by the Client, and one update of this schedule will be provided at a subsequent date agreeable to the Client.</li> </ul>			
<b>3. Organizational Chart</b>			0
<ul style="list-style-type: none"> <li>· Prepare a draft of a team organizational chart for the current effort, as well as subsequent to initial financing.</li> <li>· Distribute this draft to all team members for their review and comment, incorporate suggestions, and present to Client for final approval.</li> <li>· Prepare presentation quality submittals of the organizational chart for incorporation into the final financial presentation package, as well as copies for the Clients and preconstruction team's use.</li> <li>· This organizational chart will show the relationship and lines of accountability among team members, will be designed to increase team member's performance, as well as their understanding of the entire team</li> </ul>			
<b>4. Contractor Selection</b>			0
<ul style="list-style-type: none"> <li>· Assist with soliciting bids from qualified contractor's.</li> <li>· Draft RFP / Invitation to Bid for review by Client &amp; implement Client comments &amp; finalize draft, for issue to potential bidder's &amp; public advertisement.</li> <li>· Assist with collecting bids from bidder's and monitor that requirements are met.</li> <li>· Review, compare &amp; qualify bids received and make a recommendation to the Client for lowest best selection.</li> </ul>			
<b>5. Preconstruction Meetings</b>			0
<ul style="list-style-type: none"> <li>· Provide a forum based on a "level playing field" for discussion and resolution of disputes.</li> <li>· Coordinate the geotechnical and civil engineering team's submittal dates and meeting attendance, and make sure the Client receives recommendations from the Architect regarding their findings.</li> <li>· Review schedule, staging, safety plan and logistics with selected Contractor.</li> </ul>			
<b>6. Monitoring and Reporting</b>			0
<ul style="list-style-type: none"> <li>· Follow up with non-performers to increase their level of effort, and weekly recommendations to the Client of corrective action will be supplemented with verbal reporting of project status to the Client at least every other business day.</li> <li>· Resource and cost-load the schedule and generate activity-within-resource reports and cash-flow reports for distribution at weekly meetings.</li> <li>· Produce and update a cost and payment status report, showing the original budget, revisions to that budget, and current budget.</li> <li>· An extrapolated cost of completion is typically updated twice a month, incorporating all current invoices and paid-to-dates, as well as the cost impact of other pending issues that have not yet made it to the paper stage.</li> </ul>			
<b>7. Project Status Report</b>			0
<ul style="list-style-type: none"> <li>· These reports will be issued monthly, and will contain an executive summary of the project's progress, over and under budget items, outstanding major issues, future risks to the project's progress, and a very detailed cost and payment status tracking log.</li> <li>· This report can be provided monthly, weekly, or even daily at the Client's discretion.</li> <li>· Establish processes for and be proactive with informing Client's multiple stakeholders of project status, as well as assist with coordination and dissemination of input from these stakeholders. This will include 2 meetings with the Board of Directors.</li> <li>· Review meeting minutes (prepared by others) from all preconstruction meetings prior to distribution.</li> </ul>			

MOUNTAIN REC DISTRICT  
Eagle Sports Complex Improvements in 2020

ITEMIZED TASKS:	ESTIMATED HOURS	RATE	TOTAL
<b>Services Required during Construction</b>			
<p><b>1. <u>Monitoring and Reporting:</u></b> The Client's Representative will attend weekly meetings with the project team to monitor project goals, including but not limited to quality, schedule and cost. Results of this monitoring will be made available weekly to Client staff, and formally reported to Client Council once per month. Review meeting minutes (prepared by others) from all OAC meetings prior to distribution.</p>			0
<p><b>2. <u>Construction Observation :</u></b>  Tour the jobsite with or without the Architect and/or general contractor, devoting at a minimum 8 hours per week, two – three times per week at the project site for this observation. Take note of any workmanship that is below quality standards or that does not conform to contract documents or specifications. Submit written narrative of each observation to include recommended courses of action if the construction contract requirements are not being fulfilled.</p>			0
<p><b>3. <u>Change Order Cost and Schedule Impact Review and Validation :</u></b>  Client's Representative will provide analyses of Change Orders presented by the general contractor, reviewing them for detail of information provided, compliance with industry standards, and accuracy of pricing.</p>			0
<p><b>4. <u>Pay Application Analyses :</u></b>  The Client's Representative will take the supporting information provided by the general contractor and verify its mathematical and contractual correctness, as well as verifying the status of the completion of the project in relation to these items. Review the job-cost-coded labor reports for any contractor self-performed work for reasonableness and compliance with industry standards. The anticipated construction schedule is 8 months, with one Pay Application being submitted for each month plus two additional to close out the project.</p>			0
<p><b>5. <u>Punch List Review :</u></b>  Work closely with Client, Architect and general contractor to develop the final punch list, which will result in the production of a schedule for completion of each of these items. Work with Client, general contractor and Architect to develop a weekly program to validate the implementation of the punch list schedule.</p>			0
<p><b>6. <u>Warranty Follow-up :</u></b>  Perform a minimum of two (2) warranty inspections with Client maintenance personnel. Provide written reports to all involved. Follow up to ensure warranty items are complete to Client's satisfaction.</p>			0
<b>TOTAL</b>	<b>0</b>	<b>hrs</b>	<b>0</b>



**PROPOSAL FORM B**

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) \_\_\_\_\_ having authority to act on behalf of (Company name) \_\_\_\_\_ do hereby acknowledge that (Company name) \_\_\_\_\_ will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street

ADDRESS: \_\_\_\_\_  
City State Zip

PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_  
(Month-Day-Year) Signature of Officer/Title

DATE: \_\_\_\_\_  
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):

Check One:

\_\_\_\_\_ MBE (Minority Owned Enterprise)

\_\_\_\_\_ WBE (Women Owned Enterprise)

\_\_\_\_\_ Small Business

