

BIDDING INSTRUCTIONS

The following items are part of the proposal for the above noted project. If any of these items are not included with your bid forms, please contact the Moffat County Department of Development Services.

- Bid Package includes General Instructions, Bidding Instructions, Bid Form, Insurance Supplement, Anti-Collusion Affidavit, Certificate of Intent to Subcontract, Scope of work, Bid schedule and Sample Contract.

It is not necessary to return the entire Bid Package for the Bid Opening. **Submittal of the following completed forms is required:**

Bid Form - Pages 3 and 4

Bid Schedule - Page 5

Anti-Collusion Affidavit -Page 9

Certificate of Intent to Subcontract-Page 10

Bidders proposal with requirements stated in Scope of Work

CONSULTANT agrees that work will commence as soon as contract is awarded and be substantially completed on or before 12/31/2026.

BID FORM FOR PROJECT NO. 202608 Project Manager for Skate Park installation

TO THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, Moffat County, Colorado I/We have examined the Plans and Specifications and the site of the proposed work and receipt of Addendum No(s). _____ is hereby acknowledged.

I/We understand and accept the proposition that the Estimate of quantities is approximate only, that the quantities are subject to either increase or decrease and propose to perform any increased or decreased quantities of work at the unit price named in this Bid, except for alterations provided for in the Specifications.

I/We agree that the Invitation for Bids, Bid Requirements and Conditions, the Plans and Specifications, any Special Provisions, and this Bid shall form and be part of the Contract to be signed by me/us if this Bid is accepted, and that I/we will furnish a Contract Bond in a penal sum equal to the estimated contract price, with surety, or sureties, to guarantee the completion of the work and also to guarantee that all material and labor upon this work, or incidental to the completion of this work, shall be fully paid for.

I/We hereby propose to furnish all labor, machinery, equipment, materials and supplies, and to sustain all the expense incurred in doing the work pursuant to Details, Plans, and Specifications in RFP202608, Project Manager for Skate Park installation as advertised by Moffat County, Colorado, 4/22/2026 and 4/28/2026 a copy of which advertisement is attached and made a part hereof.

I/We agree to protect my/our employees on this contract, if awarded to _____ (Consultant), by adequate Workers' Compensation Insurance.

I/We agree that any Extra Work or materials which the BOCC may order in writing is to be paid for either at a lump sum or unit prices agreed upon prior to the commencement of the work, provided that no class or item of work or material was provided for in the specifications, that no class or item of work or material for which a unit bid price is provided in this Bid is to be classified as Extra Work.

I/We hereby agree to execute a Contract and Bond and supply Insurance Endorsement forms provided by the BOCC within fifteen (15) days (or such further time as may be allowed in writing by BOCC after receiving notification of the Award of Contract based on this bid, and in case I/we do not, the BOCC may proceed to award the contract to another, re-advertise the work for bids, or proceed in any lawful manner they deem advisable, and the accompanying Guaranty shall become forfeited to Moffat County Housing Authority as liquidated damages.

I/We hereby agree to commence the work within thirty (30) days following the date of award unless such time for beginning the work is changed by BOCC in the "Notice to Proceed", and to complete the same within 60 working days in accordance with the "Notice to Proceed".

It is agreed that in case the Contract is awarded to another, this Bid Guaranty, unless forfeited as stated herein, will be returned to: _____

Respectfully submitted,

Signature Date

Name Title

Company Name

Mailing Address

Street Address

City/State/Zip Code

Attest: _____

(SEAL)

Print Clearly:

(_____) _____
Phone

Email

DUNS No.: _____

County of: _____

State of _____

(Bid must be signed in ink by the bidder with the signature in full. When a firm is bidder, the agent who signs the firm name to the Bid shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of what State the corporation was chartered and the name and the title of the officer having authority under the by-laws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must file with it legal evidence of his authority to do so. Mailing address, County and State must be given after the signature.)

Each Bid should contain a unit bid price for each item shown in the Scope of Work, a completed Certificate of Intent to Subcontract, and a signed Anti Collusion Affidavit.

BID SCHEDULE

RFP No.: 202608	Description: Project Manager for Skate Park installation
Issue Date:4/22/2026	Deadline for questions: 5/4/2026
Submission Deadline:5/6/2026	Pre-Bid Meeting REQUIRED: No
BOCC Award: 5/6/2026	Contract Timeline: 5/6/2026 to 12/31/2026

	<u>Amount</u>
Project Management and Fund Raising Services	

<u>Total Bid Price</u>	

Contract Start Date: _____

Submitted by: _____

Note: Moffat County reserves the right to accept or reject any portion of the Bid Package

SCOPE OF WORK

Moffat County, Colorado
1198 W. Victory Way, Ste. 107
Craig, CO 81625

RFP No.: 202608	Description: Project Manager for Skate Park installation
Issue Date: 4/22/2026	Deadline for questions: 5/4/2026
Submission Deadline: 5/6/2026	Pre-Bid Meeting REQUIRED: No
BOCC Award: 5/6/2026	Contract Timeline: 5/6/2026 to 12/31/2026

GENERAL NOTES

1. Consultants are required to visit the site prior to bid. Questions concerning existing facilities should be addressed to Neil Binder, Development Services for Moffat County 970-824-9160.

Examination

Bidders shall carefully examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Consultants will not be given extra payment for conditions which can be determined by examining the site and documents.

SCOPE OF WORK

2. General Requirements:
 - a. Bidders should familiarize themselves with the local conditions affecting the cost of the work and the site of the work.
 - b. Bidders are required to perform, provide and furnish all of the labor, materials, tools, fees, permits and equipment necessary.
 - c. Consultant must provide an estimated time of completion.
 - d. Consultants are required to visit the site prior to bid.

Proposal Requirements

Resume of the Firm

Please describe your firm by providing the following information:

Professional Organization Information: Provide a brief description of your firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of Colorado. **Size:** Provide a description of your firm's regional, statewide, and local service capabilities.

Staff Resumes: Provide resumes of relevant personnel responsible for servicing Moffat County and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the Moffat County including their experience, qualifications, and applicable licenses.

References: Provide a listing of other governmental clients with which you have similar contracts; include the name, address and telephone number of the contact person.

Affidavit of Compliance: Provide a statement of assurance to the effect that your firm is not currently in violation of any regulatory rules and regulations that may have an impact on your firm's operations.

Facilities: Please describe the physical location and size of your firm.

Approach: Describe how the work will be accomplished. What measures will be employed to protect adjacent structures from damage?

Schedule: Provide an estimated project schedule to complete the scope of work described above.

Proposal Evaluation Criteria

Proposals will be evaluated using the following criteria:

1. Relevant Experience (20 Points)

- Experience with parks, recreation, or similar community facility projects
- Experience working with public agencies and/or nonprofit partners
- Demonstrated understanding of projects involving youth, recreation, or community-based initiatives

2. Project Understanding & Approach (25 Points)

- Demonstrated understanding of the project goals and alignment with Loudy Simpson Park and PROST planning
- Quality and clarity of the proposed approach to:
 - Pre-development planning
 - Community engagement
 - Funding strategy
 - Project implementation
- Ability to integrate planning, funding, and execution into a cohesive process

3. Community Engagement & Local Knowledge (25 Points)

- Demonstrated ability to successfully engage:
 - Youth populations
 - Local stakeholders
 - Underrepresented groups
- Familiarity with the Craig and Moffat County community, including:
 - Existing recreation assets
 - Community needs and priorities
 - Local organizations and partnerships
- Proven ability to translate community input into actionable project outcomes

4. Funding & Grant Experience (15 Points)

- Experience identifying and securing funding from:
 - State programs (e.g., GOCO or similar)
 - Foundations or philanthropic sources
 - Federal or pass-through funding
- Ability to develop a realistic and achievable funding strategy

5. Project Management & Implementation Capability (10 Points)

- Ability to manage projects from planning through construction
- Experience coordinating between stakeholders, agencies, and contractors
- Demonstrated ability to maintain schedule and budget

6. Cost Proposal (5 Points)

- Reasonableness of proposed fees
- Clarity and alignment of cost with scope of services

TOTAL: 100 POINTS

METHOD USED IF COUNTY DEEMS INTERVIEWS ARE NECESSARY AFTER EVALUATION OF ABOVE CRITERIA

Interviews with Short List Firms: The County may elect to conduct interviews with a company's responsible employee who submits proposals determined to be reasonably eligible for an award. The purpose of these discussions will be to clarify and assure the company's full understanding of, and responsiveness to, the solicitation requirements. Companies reasonably eligible of being selected for award shall be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals, and revisions may be permitted after submissions and before award of the contract for the purpose of obtaining best and final offers. In conducting these discussions, the County may not disclose information derived from proposals submitted by competing companies. If satisfied that only one company is deemed eligible for award, Moffat County may opt to proceed to negotiations without an interview.

Right to Negotiate: After the County's completion of the evaluation process, the County may elect to initiate contract negotiations with one or more of the selected companies.

Failure to Negotiate: If selected company fails to provide the information required to begin negotiations in a timely manner; or fails to negotiate in good faith; or indicates they cannot perform the contract within the budgeted funds available for the project; or, if a selected company and the County after a good faith effort, simply cannot come to terms, the County may terminate negotiations with that particular company and commence negotiations with any other company that submitted a proposal.

Notice of Award: Bidders will also be notified by phone or mail.

SPECIFICATIONS

Introduction:

Moffat County, a rural county in Northwest Colorado, established in 1911, is home to an estimated population of 13,000 residents with the county seat situated in Craig, Colorado. The existing Loudy Simpson Park, located at 600 S. Ranney Street, Craig, CO 81625, serves as a vital hub for community activities and events. In an effort to enhance the county's quality of life and stimulate economic development, Moffat County is seeking the services of a highly qualified professional consultant. This consultant should possess expertise in wheel parks, survey design, conceptual design, facility assessment, and be dedicated to providing an exceptional level of knowledge, commitment, and experience. The primary goal of this RFP is to solicit proposals for conducting a comprehensive market study and developing and updating a master plan for the Loudy Simpson Park and conduct the RFP for the project moving forward to add amenities.

Project Overview:

This proposal consists of two distinct but interconnected parts:

1. Market Study

Conduct a thorough analysis to identify opportunities in Moffat County that can be supported by the Loudy Simpson Park.

Quantify the expected demand for various market segments over a specified time horizon (five to ten years).

Develop a set of recommendations, which should include an implementation schedule with anticipated benchmarks, based on the identified market potential.

2. Facility Master Plan

Create a comprehensive facility master plan that includes architectural renderings to support the findings of the market study. The plan should be informed by the current facility usage, input from the public, and recommendations from the project team.

Identify future requirements to enhance the property to cater to the needs of Moffat County residents and visitors. This may involve infrastructure improvements, renovations, and new construction.

Key considerations throughout the master planning process should include accessibility, safety and security, sustainability (green building and energy efficiency), and robust public engagement. Stakeholder input is integral to the success of this project, with collaboration expected from the Moffat County Board of Commissioners, Facilities Manager, City of Craig, and active facility users.

Public feedback will be gathered through community meetings, surveys, stakeholder interviews, and group discussions, with a comprehensive summary of the public engagement process included in the master plan.

Current Facilities:

Loudy Simpson Park currently comprise an indoor ice arena, 2 small picnic shelters, 1 large picnic shelter, bathrooms, office and shop, soccer field and 2 baseball fields. The groundwork for this proposal builds upon the market demand and financial feasibility study conducted in 2015 by Bullock Smith and Partners and Economic Research Associates, commissioned by the Moffat County Board of County Commissioners.

Scope of Work:

The work outlined in this RFP will be carried out in two phases:

Phase I Tasks

Wheel Park Market Validation

Evaluate the market viability of a new wheel park in Craig, focusing on its service to Craig, Moffat County, and Northwest Colorado. This evaluation should encompass a review of competing facilities, their viability, and the potential impact of a new wheel park in Craig.

Summarize information on other local facilities, including their capacity, utilization rates, and operational budgets.

Estimate the number of events per year for the Moffat County Events center by event type and project annual attendance figures.

Recommend the initial size and type of spaces for the wheel park based on market validation.

Evaluate the existing facilities at the Loudy Simpson Park and potential construction locations, considering infrastructure, transportation, adjacent facilities, and development prospects resulting from the wheel park construction.

Analyze the potential impact of the new wheel park on nearby facilities to determine if it complements or competes with existing venues.

Out-of-state/out-of-region visitation resulting from the wheel park (versus local/regional visitation);

The nature of the events necessary to draw out-of-state/out-of-region visitation versus local events (i.e., what kind of events would be unique enough to the region to draw tourists);

Survey of similar wheel parks in the region to determine competition and/or how this wheel park would differ or capitalize on similar attributes.

Phase II Tasks

This phase will be initiated based on the results of Phase I, after review by the Board of County Commissioners.

1. Capital Construction Analysis:

Provide a preliminary estimate of capital construction, and land preparation costs based on the project scope from the market validation analysis.

Project annual ongoing revenue sources and one-time revenue sources that may be available to fund the initial capital cost of the wheel park.

Prepare a sources and uses statement that outlines the revenue and expenditure projections in detail.

2. Operating Analysis

Project annual facility-related operating revenues and ongoing operating expenditures for the wheel park.

3. Prepare a net operating income statement over 20 years to determine the projected surplus or potential subsidy requirements.

4. Project Funding:

Prepare a path forward for funding to construct the wheel park including grant writing.

5. Project completion:

See the project through to completion by adhering to state statutes for hiring a contractor that has the skills to build a wheel park.

ANTI-COLLUSION AFFIDAVIT

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
- 2B. Neither the price(s) nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made or will be made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high noncompetitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, non-competitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand, and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from Moffat County, Colorado of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Vendor's Firm or Company Name: _____

Signature

Title

Date

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

Notary Public

CERTIFICATE OF INTENT TO SUBCONTRACT

In accordance with Section 108.01 of the Standard Specifications, the successful bidder may subcontract a portion of the contract. The bidder hereby certifies that if awarded the contract, he/she:

____ **Does Or** ____ **Does Not** intend to subcontract a portion of the work. (Insert Check Boxes)

Following are the names and addresses of proposed subcontractors and the items and cost of the work each will subcontract. Any changes made to this list after award of contract must be approved in writing by the Project Manager.

Name/Address	Subcontract Item	Project Cost

Company

Name (Please Print)

Title

Signature

Date

BID TABULATION

RFP No.: 202608	Description: Project Manager for Skate Park installation
Issue Date:4/22/2026	Deadline for questions: 5/4/2026
Submission Deadline:5/6/2026	Pre-Bid Meeting REQUIRED: No
BOCC Award: 5/6/2026	Contract Timeline: 5/6/2026 to 12/31/2026

<u>Vendor</u>	<u>Score</u>	<u>Addendums</u>	<u>Bid Bond</u>	<u>Anti Collusion</u>	<u>Bid Amount</u>

REQUEST FOR PROPOSALS (“RFP”)

Moffat County, Colorado
1198 W. Victory Way, Ste. 107
Craig, CO 81625

RFP No.: 202608	Description: Project Manager for Skate Park installation
Issue Date: 4/22/2026	Deadline for questions: 5/4/2026
Submission Deadline: 5/6/2026	Pre-Bid Meeting REQUIRED: No
BOCC Award: 5/6/2026	Contract Timeline: 5/6/2026 to 12/31/2026

The Board of County Commissioners of Moffat County (BOCC) will be accepting sealed proposals from qualified firms or teams for the completion of Project Manager for Skate Park installation at Loudy Simpson 600 S Ranney Street, Craig, CO 81625. Proposals may be submitted to the office of Moffat County Development Services, 1198 W Victory Way, Suite 107, Craig, CO 81625, up to 11:00 AM (Mountain Time), on 5/6/2026 at which time they will be publicly opened and read aloud.

Bid Documents and specifications are available online at www.publicpurchase.com and the Office of Development Services at the address above.

No interpretation of the meaning of the Bid Documents (drawings, specifications, et al.) will be made to any Vendor. All questions regarding this bid must be in writing and submitted to Neil Binder at nbinder@moffatcounty.net. Questions are due no later than 3:00 PM on 5/4/2026. Please call Neil Binder at 970-824-9160 to verify receipt of your questions. No questions will be accepted after the date and time referenced above. All questions will be answered via Addendum only.

NOTE: Unauthorized contact with any other County Employees or Elected Officials regarding this bid may result in disqualification of your bid.

GENERAL INSTRUCTIONS:

1 GENERAL CONDITIONS

- 1.1 BOCC is an Equal Opportunity Employer and no other qualified individual shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment for this position. Further, the work to be performed under this contract is subject to the requirements of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u which states that employment and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 1.2 Consultant shall not stipulate in their bid any conditions not contained in the specifications, unless specifically requested in the special instructions. Any bids that fail to comply with the literal letter of these instructions and the specifications may be rejected forthwith.
- 1.3 Bids shall be typewritten or written in ink on the form prepared by the BOCC. If the form is filled out using pencil, the bid may be considered non-responsive and may be rejected. The person signing the bid, or an authorized representative of the company shall initial all corrections or erasures made on your bid.
- 1.4 Any charges for freight, delivery, containers, packaging, permits etc., will be included in the bid price.
- 1.5 In submitting the bid, the Consultant agrees that acceptance of any or all bids by the BOCC within a reasonable time period constitutes a contract. No delivery shall become due or be accepted until a purchase order has been issued by BOCC.

- 1.6 The BOCC must approve the contract resulting from this solicitation. This process typically takes four (4) weeks from the date the successful Consultant is identified. The BOCC will prepare a formal contract specific to this solicitation for execution by the successful Consultant.
- 1.7 Upon receipt and evaluation of the responses, selected Consultants may be required to make in-person presentations to the BOCC.
- 1.8 It is understood that the BOCC reserves the right to negotiate a contract with the selected Consultant; accept or reject any portion of the bid package; accept or reject any and/or all bids; to waive informalities and irregularities in bids; and to accept the bid that, in the opinion of the Board, is in the best interest of BOCC. The total cost of bid preparation and submission shall be borne by the Consultant.
- 1.9 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 bids.
- 1.10 If, in the sole judgment of the BOCC, the proposals are substantially equal, the Board may grant the contract to companies located in Moffat County; however, this is not applicable in the case that Federal funds are used.
- 1.11 Consultant certifies, warrants, and agrees that (he) (she) (it) has knowledge of the “Keep Jobs in Colorado Act” codified at Sections 8-17-101, *et seq.* of the Colorado Revised Statutes and that Colorado labor shall be employed to perform at least eighty percent (80%) of the work. See <https://www.colorado.gov/pacific/cdle/kjica> for more information regarding this Act, which applies to Public Works projects. This is not applicable in the case that Federal funds are used.
- 1.12 All information submitted in response to this bid is public after the bid opening. The Consultant should not include as a part of the response to the invitation to bid any information which the Consultant believes to be a trade secret or other privileged or confidential data. If the Consultant wishes to include such material with a bid, then the material should be supplied under separate cover and identified as confidential. Statements that the entire bid is confidential will not be honored. BOCC will endeavor to keep that information confidential, separate and apart from the bid subject to the provisions of the Colorado Open Records Act or order of court.
- 1.13 The Consultant who is selected as the Consultant shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Moffat, BOCC, and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Moffat, BOCC, and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Consultant or its employees, servants, or agents that may arise out of the agreement.
- 1.14 The Consultant’s indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the BOCC, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Consultant.
- 1.15 **No work shall commence, nor shall any invoices be paid** until the Consultant provides the requested proof of insurance as outlined in the “Insurance Requirements for Consultants” and until such proof is accepted by Moffat BOCC. Additionally, the Consultant will provide an endorsement naming Moffat County and BOCC as an additional insured to their policy.
- 1.16 BOCC strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Moffat County and BOCC do not discriminate.
- 1.17 All businesses, organizations, and individuals contracting with BOCC must comply with Title II of the Americans with Disabilities Act of 1990, as amended. For more information on these requirements and to read the full Title II text, please go to the following web page: https://www.ada.gov/ada_title_II.htm.

- 1.18 Other governmental entities may piggyback on the award of this solicitation and should contact Moffat County Purchasing for any necessary procurement documents. The entity shall deal directly with the award Consultant concerning the placement of Purchase Orders, freight charges, contracting and disputes, invoicing, and payment. Moffat County shall not be held liable or responsible for any liability, claims, costs, damages, demands, actions, losses, judgments or expenses incurred by the Consultant or any government entity relating to such use.
- 1.19 The Consultant certifies that by signing the contract, neither the Consultant nor subcontractors are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).
- 1.20 No Consultant awarded a solicitation shall be federally debarred. Such debarment shall be checked through the System for Award Management, at: www.sam.gov.
- 1.21 Bids must be furnished exclusive of any Federal, State, or Local taxes.
- 1.22 A COMPLETED CERTIFICATE OF INTENT TO SUBCONTRACT MUST BE INCLUDED FOR ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL.

2 INSURANCE

- 2.1 The Consultant who is selected as the Consultant shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to conduct business in the State of Colorado.
- 2.2 Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Colorado.
- 2.3 Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Consultants Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- 2.4 Motor Vehicle Liability Insurance, including Colorado No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- 2.5 Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured's". Moffat County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- 2.6 Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Moffat County Attorney, 1198 W. Victory Way, Suite 202, Craig, Colorado 81625."
- 2.7 Proof of Insurance - The vendor shall provide to BOCC at the time the contracts are returned by it for execution, **two (2) copies of certificates of insurance** for each of the policies mentioned above. If so requested, Vendor shall furnish certified copies of all policies.
- 2.8 If you have any questions concerning the insurance requirements, please contact the office of Development Services at 970-824-9160 at least one week prior to the bid opening date.
- 2.9 Any Agreement resulting from this RFP shall be construed according to the laws of the State of Colorado. The Consultant agrees that the venue for any legal action under such Agreement shall be Moffat County, State of Colorado. If any legal action is brought under such Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Colorado.

- 2.10 Consultant shall render the services to be provided pursuant to any agreement resulting from this RFP in compliance with all applicable Federal, State, and Local laws, ordinances, rules, and regulations.
- 2.11 No telephone, email, or facsimile bids will be accepted. Bids must be clearly identified on the front of the envelope by the bid number and title. Responsibility for timely submittal and routing of bids, prior to opening, lies solely with the Consultant. Bids received after the opening time specified will not be considered.

INSURANCE REQUIREMENTS

CONSULTANT’S LIABILITY INSURANCE: The Consultant shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Consultant’s operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under Workman’s Compensation, disability benefits, and other similar employee benefit acts;
2. Claims for damage because of bodily injury, occupational sickness, disease, or death of his employees, and claims insured by usual personal injury liability coverage; and
3. Claims for damage because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage; and
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Insurance covering claims for damages to persons or property required by the preceding paragraph shall be in the following amounts:

Bodily Injury Liability	Each Person:	\$1,000,000
	Each Accident:	
	Or Occurrence:	\$1,000,000
Property Damage Liability:	Each Accident	
	Or Occurrence:	\$1,000,000
	Aggregate:	\$1,000,000

And shall be furnished in types specified, as follows:

1. Consultant’s Liability Insurance issued to and covering the liability for damage imposed by law upon the Consultant and each subcontractor with respect to all work performed by them under the Agreement.
2. Consultant’s Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Consultant with respect to all work under the Agreement performed for the Consultant by subcontractors.
3. Completed Operations Liability Insurance issued to and covering the liability for damages imposed by law upon the Consultant and each subcontractor arising between the date of final cessation of the work and the date of final acceptance thereof out of that part of the work performed by each.
4. Motor Vehicle Liability Insurance, including Colorado No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
5. The Consultant shall in addition, in the amounts required under the above, obtain protective Liability Insurance issued to and covering the liability for damages imposed by law upon the BOCC with respect to all operations under the Agreement by the Consultant or his subcontractors.

COMPREHENSIVE RISK POLICY OPTION: In lieu of the several policies specified for Consultant's Liability Insurance, a comprehensive liability and property damage insurance policy inclusive of all the insurances and requirements hereinafter set forth, with an umbrella covering of \$1,000,000, subject to the approval of the BOCC, will be permissible.

SUBCONTRACTOR'S INSURANCE: Before permitting any of his subcontractors to perform any work under this contract, Consultant shall either (1) require each of his subcontractors to procure and maintain, during the life of his subcontracts, Subcontractor's Public Liability and Property Damage Insurance of the types and in amounts as may be applicable to his work, which types and amounts shall be subject to the approval of the BOCC, or (2) insure the activities of his subcontractors in his own policy.

CERTIFICATES OF INSURANCE: Certificates of Insurance acceptable to the BOCC shall be filed with the BOCC before commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty days written notice has been given the BOCC. Consultant shall not permit any of his subcontractors to start work until all required insurance has been obtained and certificates with the proper endorsements have been filed with the Consultant. If requested by BOCC, Consultant shall provide a copy of the insurance policy to BOCC.

Furthermore, in DESCRIPTION OF OPERATIONS the following "Moffat County, the Board of County Commissioners of Moffat County, the elected officials, employees, and volunteers of Moffat County are included as Additional Insureds under General Liability and Automobile Liability (If applicable). A waiver of subrogation in favor of the additional insured is applicable to General Liability, Automobile Liability and Workers Compensation. Coverage is primary and non-contributory."

Failure of the Consultant to comply with the foregoing insurance requirements shall in no way waive the BOCC's rights hereunder.

Consultant further agrees that all such policies shall be endorsed to name Moffat County, its Affiliates, Project Manager, Representatives and Employees as additional insureds and such insurance shall be by insurers and for policy limits acceptable to County.

BOCC'S LIABILITY INSURANCE: The BOCC, at its option, may purchase and maintain such liability insurance as will protect it against claims which may arise from operations under this Contract. Purchasing and maintaining such insurance, however, will not relieve the Consultant from purchasing and maintaining the insurance herein before specified.

INDEMNIFICATION: To the fullest extent permitted by law, Consultant agrees to defend, hold harmless, and unconditionally indemnify County and all of its Affiliates (defined below), and all of their respective officers, directors and employees, against and for all liabilities, costs, expenses (including attorney's fees and expenses of investigation), claims and damages which County may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property, or to any other parties, in any manner caused by or resulting from Consultant's breach of this Agreement or acts or failures to act by Consultant or its employees or agents in the performance of this Agreement; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury, or death to the extent caused by the negligence of County.

AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** (“Agreement”) made this 25th day of January 2025 by and between the Board of County Commissioners of Moffat County Colorado (“BOCC”) and ContractorName (“Consultant”), whose address is ContractorAddress City, State Zip and whose telephone number is (000) 000-0000.

WHEREAS, the Consultant has been selected to provide services, in accordance with the provisions of the Moffat County Purchasing Manual; and

WHEREAS, the BOCC wishes to employ the services of Consultant as an independent consultant and Consultant wishes to provide services to the BOCC; and

WHEREAS, the BOCC has authority to acquire the services described in this Agreement under the provisions of §30-11-101, *et seq.*, C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the BOCC and the Consultant agree as follows:

Article 1 - Scope of Work.

1. The Consultant shall complete all tasks to satisfaction as needed to Project Manager for Skate Park installation at the Loudy Simpson located at 600 S Ranney Street, Craig, CO 81625 as outlined in the Exhibit below:

Exhibit “A” RFP 202608 Project Manager for Skate Park installation at Loudy Simpson.

Exhibit “B” Submittal from ContractorName.

Article 2 - Time of Performance.

- 2.1 Services of the Consultant shall commence on 5/6/2026 and shall be substantially completed on or before 12/31/2026, no matter the date of execution of this agreement.

Article 3 - Compensation/Appropriation.

- 3.1 The amount to be expended pursuant to this Agreement shall be One-Hundred Thousand Dollars and 0/100 cents (\$100,000.00). The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
- 3.2 Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the parties 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 or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party’s monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.

Article 4 – Payment procedures

CONSULTANT shall submit Applications for Payment to the Development Services Department for processing.

- 4.1 PROGRESS PAYMENTS: MOFFAT COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONSULTANT’S Applications for Payments as recommended by the Development Services Department, as provided below and concurrent with Moffat County’s payment procedures. All progress payments will be based on the progress of the work measured.

Article 5 - Records, Reports, and Information.

At such times and in such forms as the BOCC may require, Consultant shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Consultant shall maintain its records in accordance with requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Consultant shall maintain such records for a period of seven (7) years after receipt of final payment under this Agreement.

Article 6 - Audits and Inspections.

At any time during normal business hours and as often as the BOCC may deem necessary, Consultant shall make its records with respect to matters covered by this Agreement available for examination. The Consultant shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

Article 7 - Independent Consultant.

The Consultant shall perform its duties hereunder as an independent consultant and not as an employee. Consultant affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of, nor have any contractual relationship with the BOCC.

- 7.1 Services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Consultant nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Consultant is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.
- 7.2 None of the services to be performed by Consultant under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Consultant and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

Article 8 - No Assignment.

The Consultant and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

Article 9 - Compliance with Laws.

The Consultant shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A.

Article 10 - Indemnification.

The Consultant agrees to indemnify and hold harmless the BOCC, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Consultant or its subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

Article 11 - Insurance.

At all times during the term of this Agreement, Consultant shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance:
in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$1,000,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Consultant shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. Consultant shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. The BOCC shall be named as an additional insured on Consultant's Comprehensive General Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Consultant, are delivered to the BOCC's Representative, identified below, for execution by the BOCC. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

Furthermore, in DESCRIPTION OF OPERATIONS the following "Moffat County, the Board of County Commissioners of Moffat County, the elected officials, employees, and volunteers of Moffat County are included as Additional Insureds under General Liability and Automobile Liability (If applicable). A waiver of subrogation in favor of the additional insured is applicable to General Liability, Automobile Liability and Workers Compensation. Coverage is primary and non-contributory."

Consultant waives any right of recovery against the BOCC, its employees or agents for any damages, losses, or liabilities covered by insurance. This waiver applies whether such damages, losses, or liabilities arise from negligence, breach of contract, or any other causes of action. Consultant will make sure that any insurance policy referenced in this Agreement includes a provision stating that the insurer of such insurance policy waives any right of subrogation against the BOCC, its employees or agents

Article 12 - Document Ownership - Works Made for Hire.

All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Consultant hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections.

The Consultant agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Consultant grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

Article 13 - Termination for Cause.

If the Consultant or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Consultant, the BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Consultant is determined.

Article 14 - Termination for Convenience.

The BOCC may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice to the Consultant. If this Agreement is terminated for the convenience of BOCC, the Consultant shall be paid for services provided prior to the date of termination.

Article 15 - Conflict of Interest.

During the term of this Agreement, the Consultant shall not perform similar services for persons, firms, or entities, including governmental entities, which have the potential to create a conflict of interest, unless the potential conflict is disclosed to and approved by the BOCC.

Article 16 - Modifications.

This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in a writing executed by the BOCC and the Consultant.

Article 17 - Governing Law.

The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Consultant institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado.

Article 18 - Severability.

Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

Article 19 - Notices.

Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

<u>BOCC's Representative:</u>	<u>Contractor:</u>
GoverningRep	ContractorName
MCBOCC Chair	OfficerName
1198 W. Victory Way, Suite 104	ContractorAddress
Craig, CO 81625	City, State Zip
(970) 824-5517	(000) 000-0000

Article 20 - Headings.

Titles and paragraph divisions are inserted in this Agreement for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Agreement or any part thereof.

Article 21 - Authority.

Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.

Article 22 - Counterparts and Facsimile Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or the Consultant on this Agreement and any modification hereto shall be effective for all purposes.

Article 23 - Force Majeure.

Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

Article 24 - Conflicting Provisions.

In the event of any conflict, contradiction, or inconsistency between the terms of the Contractor's proposal attached hereto as Exhibit A and the terms of this Agreement, the terms of this Agreement shall govern and control. Any conflicting or inconsistent provision contained in Exhibit A is hereby deemed stricken, null, and without effect.

Article 25 - Integration of Understanding.

This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the BOCC or the Consultant.

IN WITNESS WHEREOF, the BOCC and the Consultant have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

ATTEST:

By: _____
GoverningRep, MCBOCC Chair

Clerk to the Board

CONSULTANT:
ContractorName

By: _____
OfficerName

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____.

MY COMMISSION EXPIRES: _____

Notary Public _____

Address