

**Town of Mancos
Request for Proposal
IBC & Construction Standards Update**

General Information:

The Town of Mancos (Town) is soliciting proposals from qualified, professional consultants to update our Town Standards and Specifications for Design & Construction of Public Improvements and update our building codes from IBC2006 to a more current version.

Project Goals

Contractor will work closely with the Town Administrator and Public Works Department on this project. Goals are as follows:

1. Update town building codes from IBC 2006 version to current version, including ancillary codes such as residential, mechanical, plumbing and other applicable codes.
2. Suggest updated fee schedule for land use and building permit applications in conjunction with building code updates.
3. Update town Standards and Specifications for Design & Construction of Public Improvements.

Scope of Work:

The Town of Mancos is currently utilizing the International Building Code 2006 edition, together with appendices and tables. We have also adopted the 2006 versions of the residential code, mechanical code, plumbing code, fuel gas code, energy conservation code, electrical code administrative provisions, electrical code. We adopted the Model Flood Damage Prevention Code 1991 edition.

Our Standards and Specifications for Design and Construction of Public Improvements were drafted and adopted in 1998.

Consultant shall:

1. Hold one public meeting with interested realtors, developers, and contractors to solicit feedback from the community with regard to updating codes and standards to current best practices.
2. During that public meeting, the consultant shall solicit feedback from attendees regarding the ease of doing business with the Town in the areas of development and construction.
3. Provide professional advice to the Town on any supplementary information or work needed for a successful project and include that information or work as a supplement in the bid package.

Deliverables

Preliminary drafts of the following documents shall be submitted for review by Town staff:

1. Comparison of changes between IBC2006 et al and current version proposed by consultant.
2. Report outlining building code sections the Town may wish to consider amending prior to adoption.

3. Updated Standards & Specifications for Design & Construction of Public Improvements, including any new items for consideration by Town staff.
4. Regulatory update requirements, including ADA requirements.
5. Bidders are encouraged to suggest additional documents that the Town has overlooked with this bid package.

After each of the sections listed above have been reviewed by Town staff, the Consultant shall prepare a combined draft of the document inclusive of all sections listed above and an executive summary. This draft will be reviewed by Town staff. Then the Consultant will prepare and submit a final document for Town Board review and consideration.

Proposal Requirements

Bids will be received by the Town of Mancos (herein called the “Contracting Agency”) until **July 9, 2024 at 3:00 p.m. MST**. It is the sole responsibility of the bidder to see that the bid is received before the submission deadline. Late bids will not be considered.

All Bids must be made on the required Bid form, included in this request for proposals package. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Any improperly completed bids will not be accepted.

The Contracting Agency may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Contracting Agency and the Bidder.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and review of the drawings and specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or the nature of the Work to be done.

The Bid Documents and any Addenda issued contain the provisions required for successful implementation and completion of the Project. Information otherwise obtained from an officer, agent or employee of the Contracting Agency, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

Each Bid must include the provided List of Subcontractors to be assisting in the project.

Each Bidder shall demonstrate their experience related to this project, along with experience in the coordination and process for developing the final product as requested in this request for bids. At the time of the Bid, the Bidder shall provide to the Contracting Agency a list of at least two (2) successfully completed projects of similar nature. Include a brief description of each of the three projects and list the date, dollar amount of the project, and name of the responsible person and contact information for whom the work was done.

A conditional or qualified Bid may be cause for rejection.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Projects shall apply to the Contract throughout.

Each Bidder is responsible for completing due diligence and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

Proposal Format

The proposal, including appendixes, shall not exceed 25 pages and should include the following:

- A. Cover Letter
- B. Statement of Project Understanding
- C. Consultant Profile
 - 1) Firm name, location(s)/ address(es)
 - 2) Year firm established
 - 3) Project Manager's name, telephone number, and email
 - 4) Current limits of professional liability insurance
- D. Qualifications
 - 1) Overall company qualifications
 - 2) Description of the project team, including; roles, responsibilities, applicable licenses and one-page resumes
 - 3) Relevant experience of the project team
 - 4) List of subcontractors that will be assisting in the project, along with their qualifications
- E. References, must be specific to a similar project
 - 1) Project name and location – provide weblinks to 2 project examples
 - 2) Name, address, and telephone number of client(s)
 - 3) Fee for services provided
 - 4) Brief description of the services provided
- F. Proposed Methodology:
 - 1) Proposed approach to accomplish the scope of work and deliverables
 - 2) Any suggested changes or additions to the scope of work and/or deliverables that the Town has overlooked and that are important for project success
 - 3) Details of what input and assistance the consultant will need from the Town
 - 4) Proposed timeframe of the project
- G. Project Cost
 - 1) Provide a detailed budget including; personnel, rates, hours and totals for each of the task and an overall cost, with standard hourly rates and a schedule for additional services not outlined in the Scope of Work, if applicable.
 - 2) If suggesting additional services not outlined in the scope of work, please ensure the cost for those services are separate or clearly identified as additional services.

Selection Process and Criteria:

The Town intends to retain the services of the individual or firm evaluated to be the best qualified to perform the work for the Town, including factors such as qualifications, cost, experience, and others. The Town shall screen all proposals and the top candidates may be selected for interviews. Proposals will be screened by a minimum of three senior staff members. Staff will determine the individuals and/or firms selected for interview.

In reviewing the proposals, the Town will carefully weigh the following:

- Qualifications and experience of project staff.
- Understanding or experience with the requested scope of work and working with small local governments with limited resources.
- Price and value of proposed services.
- 2 examples of recent projects performed for similar communities.
- Comprehensive bid package, including unique and creative technical approaches which are clearly articulated in the proposal that will enhance the project outcomes and deliverables.
- Reference checks

The Town will require the individual or firm selected to maintain general liability, automobile, workers' compensations, and errors and omissions insurance. The selected firm or individual will also be required to maintain a Town business license. The contract will contain provisions requiring the selected firm to indemnify the Town and provide that the selected individual or firm is an independent contractor serving at the will of the Town. Other required provisions will include the Town Board's right to terminate the agreement, at its sole discretion, upon the provision of notice.

The recommendation for services will be presented to the Town Board for consideration at the earliest available Board meeting, at which time the Town Board will consider appointment of the Town Engineer and approval of the contract.

The Town reserves the right to withdraw this RFP at any time without prior notice and to reject any and all proposals without cause or reason. All responses shall become property of the Town and will be retained or disposed of accordingly. The Town shall not be liable for any pre-contractual expenses incurred by any contractor. Any award of contract will be subject to successful negotiation between the contractor and Town, during the course of which both parties may amend terms and services as deemed appropriate to come to agreement. Any award of contract for services shall be made to the individual or firm best qualified and responsive as may be determined in the sole discretion of the Town.

Submittal:

To be considered, submit a comprehensive proposal addressing all the above. The primary proposal shall be sent in pdf format via email halvarez@mancoscolorado.com with the following subject line: "Mancos IBC & Construction Standards Update" or send a flash drive with the proposal in pdf format to the address below. **Proposals must be received no later than July 9, 2024 at 3:00 p.m. MST to be considered.**

Clarification:

The Town of Mancos reserves the right to obtain clarification of any point in the firm’s RFP or to obtain additional information necessary to evaluate a particular RFP. Failure of the firm to respond to such a request for additional information or clarification may result in rejection of the firm’s RFP.

For More Information:

Any questions regarding this Request for Proposal should be directed to Heather Alvarez, Town Administrator at halvarez@mancoscolorado.com no later than one week prior to RFP submittal deadline.

Thank you for your interest and we look forward to a proposal from you!

Preliminary Schedule:

- 1. Issue RFP May 22, 2024
- 2. Questions Due June 12, 2024 3:00 p.m.
- 3. Answers Posted June 14, 2024
- 4. Proposal Due July 9, 2024 on or before 3:00pm
- 5. Contract Award TBD

BID and BID SCHEDULE

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____* to the Town of Mancos (hereinafter called "Contracting Agency").

** Insert "a Corporation", "a Partnership", "an Individual", as applicable.*

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the Town of Mancos in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified and to fully complete the Project by March 31, 2024 thereafter.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGEMENT
Addendum No. 1		
Addendum No. 2		

Bidder agrees to perform all work described in the Bid Documents for the following unit and/or lump sum prices:

BID SCHEDULE:

ITEM	AMOUNT
IBC & Construction Standards Update	\$ _____
Additional Options (not defined in this RFP)	\$ _____
Additional Options (not defined in this RFP)	\$ _____

Details for the amount listed above shall be included in the proposals.

Bidder agrees to perform all work described and contained on the Project Plans for the unit prices or lump sums as shown on the Bid Schedule.

Bidder acknowledges that payment will be based on the lump sum price and not to exceed the final agreed amount. Bidder agrees to pass on any project savings to the Town.

Respectfully Submitted:

Contractor/ Firm Name

Address

Date

Contact Phone #

Signature

Title

End of Bid Schedule

LIST OF
SUBCONTRACTORS

Contractor _____

1	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
2	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
3	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
4	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
5	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
6	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail

Attach additional pages if needed

Appendix A
INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2024, by and between the Town of Mancos, whose address is 117 N. Main, Mancos, CO 81328, and _____, whose address is _____.

I. Recitals

Contractor is customarily engaged in an independent trade, occupation, profession or business related to the services to be provided hereunder, and is ready, qualified, willing and able to provide such services to the Town.

Town desires to receive such services on a non-exclusive basis from the Contractor, on the terms and conditions stated herein.

II. Additional Documentation

Contractor shall maintain all required insurance and all required business licenses during the length of the contract.

III. Services to be provided by Contractor

For the consideration set out below, the Contractor agrees to provide the following services at the following location(s), dates and times:

A. Description of services to be provided and locations:

_____. See Appendix B for details.

The quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Town.

B. Dates or term of contract and times of performance:

Contract begins _____ and ends _____

C. Contractor shall provide all necessary uniforms, equipment, etc.

The Contractor shall perform said services in its own way in the pursuit of its independent calling and not as an employee of the Town and shall be solely responsible for the means and methods and the proper performance of the services in compliance with the terms, requirements and specifications of this Agreement.

Contractor and any persons employed or retained by Contractor for the performance of services hereunder shall be independent contractors and not employees or agents of the Town. The Contractor shall not be under the control of the Town or the Town's officers or employees, as

to the means or manner by which such result is to be accomplished. Nothing in the Agreement shall be construed as establishing a quality standard for the Contractor or for any person employed or retained by the Contractor, nor as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct the Contractor as to how the work will be performed; except that it shall be a condition of this Agreement that the Contractor shall be responsible for meeting the program expectations of the Town, and the terms, requirements, and specifications established herein, in the performance of services hereunder.

This Agreement is for the services described in Section III.A above, which services are to be provided through such persons as are selected by, and are subject to the training, control and supervision of the Contractor. Nothing in this Agreement shall require the Contractor to perform services exclusively for the Town.

The Contractor shall have the right to employ or retain such assistance as may be required for the performance of services under this Agreement. The Contractor shall be solely responsible for the compensation, insurance, taxes, withholding and all clerical detail pertaining to such assistance.

IV. **Contractor's compensation**

Contractor shall be compensated at the following rate and payment schedule for services provided pursuant to the Agreement:

- This is a not to exceed contract. Total cost of the project shall not exceed _____ without prior written approval from the Town of Mancos.

Payment schedule to the contractor shall be made within 30 days of Town approval of Contractor's invoice. The Contractor shall be solely responsible for any payroll, withholding or other taxes.

To obtain payment Contractor shall submit a statement indicating each date of work, the hours of work performed on each day, time billed in fifteen (15) minute intervals (1/4th of an hour), together with a detailed description of the work performed, and a copy of any reports issued.

V. **Warranties by the Contractor**

- 1) The Contractor warrants that the quality of its services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- 2) The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the services specified in this Agreement.
- 3) The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the services specified in this Agreement.

VI. **Termination**

The Town may, in its sole discretion, terminate the Agreement at any time by ten working days' written notice to the Contractor. In addition, Town, may immediately terminate this contract if Contractor:

- 1) Fails to begin the work within the time specified in the Contract;
- 2) Fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work;
- 3) Fails to perform the work in accordance with contract requirements or refuses to remove and replace rejected materials or unacceptable work;
- 4) Discontinues the work;
- 5) Fails to resume work which has been discontinued within a reasonable time after notice to do so;
- 6) Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency;
- 7) Allows any final judgment to remain unsatisfied for a period of ten (10) days;
- 8) Fails to comply with contract requirements regarding minimum wage payments;
- 9) Is a party to fraud; or,
- 10) For any other cause whatsoever, fails to carry on the work in an acceptable manner.
- 11) Engages in a conflict of interest with the project.

The Contractor may terminate the Agreement at any time by ten working days' written notice to the Town.

The Town's approval of any services or any payment hereunder shall not in any way relieve Contractor of the responsibility for the accuracy and completeness of the services, or for compliance with terms, requirements and specifications applicable thereto; and no such approval shall constitute a waiver of any rights of the Town under this Agreement, or of any cause of action arising out of or in any way connected with this Agreement.

VII. Ownership of Work Product

Town shall be the owner of information gathered and developed during the project, and of all work product performed by Contractor under the terms of this agreement. Subsequent use of such information by Contractor shall require the advance written approval of the Town.

In the event of termination, all finished and unfinished work product(s) prepared by Contractor pursuant to this Agreement shall become the sole property of the Town, provided Contractor is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Contractor shall not be liable with respect to the Town's subsequent use of any incomplete work product, provided Contractor has notified the Town in writing of the incomplete status of such work product.

VIII. Conflict of Interest

Contractor certifies it has no financial interest in the services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the services under this

Agreement.

IX. **Confidentiality**

The Contractor acknowledges that during the engagement it will have access to and become acquainted with various records, trade secrets, inventions, innovations, processes, information and specifications of the Town, and/or used by the Town in connection with the operation of its business including, without limitation, the Town's business and product processes, methods, customer lists, accounts and procedures, as well as records of customers and law enforcement. The Contractor agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Town. All files, records, documents, information, blueprints, specifications, information, letters, notes, notebooks, computer files and similar items relating to the business of the Town, whether prepared by the Contractor, or otherwise coming into its possession, shall remain the exclusive property of the Town. The Contractor shall not retain any copies of the foregoing without the Town's prior written permission. Upon the expiration or early termination of this Agreement, or whenever requested by the Town, the Contractor shall immediately deliver to the Town all such files, records, documents, specifications, information and other items in its possession or under its control. The Contractor further agrees that it will not disclose its retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Town and shall at all times preserve the confidential nature of its relationship to the Town and of the services hereunder.

X. **Miscellaneous**

THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS AGREEMENT. The Contractor shall be solely responsible for meeting all applicable withholding, tax and insurance requirements.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin, and shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, as enacted and from time to time amended, and any other applicable federal, state or local law or regulation.

The Contractor agrees to indemnify and hold harmless the Town and its officers and its employees from and against any and all liability, claims demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the services to be provided under this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission or other fault of the Contractor, any subcontractor of the Contractor or any officer, employee or agent of the Contractor or any subcontractor of the Contractor. Contractor further waives and releases the Town and its officers and its employees from any and all liability, claims, demands and expenses, including court costs and attorney fees, on

account of any injury, loss or damage which Contractor may suffer and which arise out of or are in any manner connected with the services to be provided under this Agreement.

This Agreement may be amended only by the mutual written agreement of the parties.

This Agreement shall not be assigned by either party without the express written consent of the other party.

This Agreement contains all agreements, understandings and arrangements between the parties, and no other such agreements, understandings and arrangements exist.

Contractor, at all times, agrees to observe all applicable Federal and State Laws, Town rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

Contractor and any of its officers, employees or contractors do not have the authority to obligate the Town to contracts or expenditures.

Town's performance shall be subject to appropriation of funds by its governing body, and payment of such funds into its treasury.

This Agreement may be amended only by the mutual written agreement of the parties.

This Agreement shall be governed by the laws of the State of Colorado and applicable federal law.

The Town relies on, and does not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or employees.

In the event this contract is litigated, Town shall be entitled to all litigation expenses, collections fees, witness fees, court costs and attorney fees if it prevails. Venue and jurisdiction for any claim shall be in the Montezuma County District Court.

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any other person or entity, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS THEREOF, this Agreement is executed by the Town, acting by and through the undersigned, and by the Contractor, acting by and through the undersigned, each of whom

represents that he or she is properly authorized to bind the parties hereto, this _____ day of _____, 2024.

Town of Mancos, CO

Printed Name & Title

Printed Name and Title

Signature

Signature

Date

Date