DOUGLAS COUNTY COLORADO

Public Contract for Services Staff Report

DATE:

- TO: DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS
- THROUGH: DOUGLAS J. DEBORD, COUNTY MANAGER
- FROM: TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT
- CC: AMY KNOPP, RUETER-HESS RESERVOIR MANAGER STEVE SHOULTZ, CPRE, ASSISTANT DIRECTOR OF PARKS, TRAILS, AND BUILDING GROUNDS

SUBJECT:PUBLIC CONTRACT FOR SERVICES – PURCHASE OF THREE MODULAR DOCKSFOR RUETER-HESS RESERVOIR IN AN AMOUNT NOT TO EXCEED \$123,835

BOARD OF COUNTY COMMISSIONERS MEETING: JANUARY 14, 2025 @ 1:30 PM

I. <u>EXECUTIVE SUMMARY</u>

This contract between the Board of County Commissioners (Board) and Mountain States Recreation, Inc. is to purchase three modular docks for Rueter-Hess Reservoir (Rueter-Hess) in an amount not to exceed **\$123,835**.

II. BACKGROUND

Recreation at Rueter-Hess is made possible through a partnership with Parker Water and Sanitation District (the landowner) and the Rueter-Hess Recreation Advisory Board (RAB). The RAB members are the City of Castle Pines, the City of Lone Tree, the Town of Parker, the Town of Castle Rock, and Douglas County.

Participation in paddle sports and fishing is on the rise. In 2024, fishing numbers increased by 500 users, and paddle craft inspections increased by 1,700. The rugged and unimproved shoreline is a barrier to paddle sports and fishing. Staff and the RAB conducted a needs assessment in October 2023 and determined docks could improve accessibility.

PROJECT OVERVIEW

A. Request

Staff requests Board approval to enter a public contract for services with Mountain States Recreation, Inc. for three modular docks to be utilized at Reuter-Hess in an amount not to exceed **\$123,835**. The Reuter-Hess Recreational Area Fund (Fund 245) has enough fund balance to solely fund this project.

B. Process

Parker Water and Sanitation District reviewed the proposed docks and determined the project is compatible with its primary purpose of storing drinking water. During the May 10, 2024, RAB board meeting, the members unanimously voted to make a recommendation to the Board to allocate a one-time budget not exceeding \$125,000 to purchase docks for use at Rueter-Hess.

On August 13, 2024, the Board allocated \$250,000 for two phases of purchasing docks. This request is for the first phase and will not exceed **\$123,835**. The second phase will occur in the future.

The Invitation for Bid process (RH001-2024) was completed on October 25, 2024. The dock configurations were finalized during the November 15, 2024, RAB board meeting. The RAB supports contracting Mountain States Recreation, Inc. to purchase the docks.

With Board approval, staff will contract Mountain States Recreation, Inc. to purchase the three modular docks through a one-time purchase not to exceed **\$123,835**.

C. Project Description

The opportunity to purchase docks will improve public safety and expand recreation at Rueter-Hess. The first dock will provide accessible fishing access. The second dock has two accessible canoe/kayak launches and a platform for paddleboards to access the water. The final dock will improve the process of renting paddleboards, rowboats, and pedal pontoons. These docks are ideal for Rueter-Hess because they can be relocated as water levels fluctuate, reconfigured, and expanded over time to adapt to changing recreational trends.

Fishing dock	\$43,835
Public paddle sports dock	\$33,035
Rental rowboat and pedal pontoon boat dock and public dock	<u>\$46,965</u>
Final cost	\$123,835

Mountain States Recreation, Inc. will be responsible for providing all the products, materials, hardware, and anchoring systems to complete the project successfully.

III. RECOMMENDED ACTION

The RAB recommends that the contract between Douglas County and Mountain States Recreation, Inc. for the purchase of three modular docks be approved by the Board of County Commissioners.

ATTACHMENTS

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PUBLIC CONTRACT FOR SERVICES RFP# RH001_2024

THIS PUBLIC CONTRACT FOR SERVICES (the "Contract") is made and entered into this ______ day of ______, 202__, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO (the "County"), and MOUNTAIN STATES RECREATION, INC., a Colorado Corporation (the "Contractor"). The County and the Contractor hereinafter collectively referred to as the "Parties" and individually to as a "Party."

RECITALS

WHEREAS, the County is undertaking certain activities for the purchase of all the required products for the modular recreational docks at Rueter-Hess Reservoir; and

WHEREAS, the County desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Amy Knopp, Rueter-Hess Manager (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Consultant under this Contract.

2. SCOPE OF SERVICES: All services described in <u>Exhibit A</u>, attached hereto and incorporated herein, shall be performed by Contractor.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the County and Contractor, shall be in writing and shall become part of this Contract upon execution.

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Contractor, and the Contractor agrees to accept payment as described in <u>Exhibit B</u>, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is not to exceed ONE HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED THIRTY-FIVE DOLLARS AND NO CENTS (\$123,835.00) for the current fiscal year. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on NOVEMBER 29, 2024, and terminate at 12:00 a.m. on DECEMBER 31, 2025. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. INVOICING PROCEDURES: Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

8. INDEMNIFICATION: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

INDEPENDENT CONTRACTOR: The Contractor is an independent contractor 9. and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain THE INDEPENDENT at all times, employees of the Contractor for all purposes. COMPENSATION IS NOT ENTITLED TO WORKERS' OR CONTRACTOR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

12. COUNTY REVIEW OF RECORDS: The Contractor agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Contractor in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract shall become the County's property. The Contractor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to

the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Contractor to:	Amy Knopp, Rueter-Hess Manager 9651 S Quebec Street Littleton, CO 80130 Ph: (720) 733-6988 E-mail: aknopp@douglas.co.us
with a copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 Ph: (720) 733-4500 E-mail: Attorney@douglas.co.us
and by the County to:	Mountain States Recreation, Inc. Attn: Todd Stone 5065 Tennyson Street Denver, CO 80212-2929 Ph: (303) 956-6252 E-mail: todd@thedockguy.net

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also

comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Contract or services performed pursuant to this Contract in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

23. **PRIORITY OF PROVISIONS:** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 28
- 2nd RFP# RH001 2024
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to RFP# RH001 2024

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

26. INSURANCE: The Contractor shall be required to maintain the insurance requirements provided in <u>Exhibit C</u>, attached hereto and incorporated herein by reference. The Contractor shall provide evidence that such requirements have been met and shall provide

updated information to the County in the event any changes are made to the Contractor's insurance coverage during the term of this Contract.

27. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

MOUNTAIN STATES RECREATION, INC.
BY: ZALPE
Printed Name Todd P Store
Title: President
DATE: 12-10-24

Title:

Signature of Notary Public Required:

STATE OF Colorado COUNTY OF JULIESON)

SS.

The foregoing instrument was acknowledged before me this 10^{-1} day of <u>blcember</u>, 20 <u>24</u>, by Todd Stone .

Witness my hand and official seal

ATTEST: (if a corporation)

My commission expires: 11 16 2027

Notary Public

TERESA A RUSSELL NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20074000874 MY COMMISSION EXPIRES 11/16/2027

Exhibit A SCOPE OF SERVICES

The Contractor will provide, deliver, and unload all required products, materials, hardware, and anchoring systems needed for three modular recreational docks at Rueter-Hess Reservoir. The final design configuration are included in this Exhibit.

Contractor Responsibilities

The Contractor will supply all products, materials, hardware, and anchoring systems needed based on the final drawings and will provide the following at a minimum:

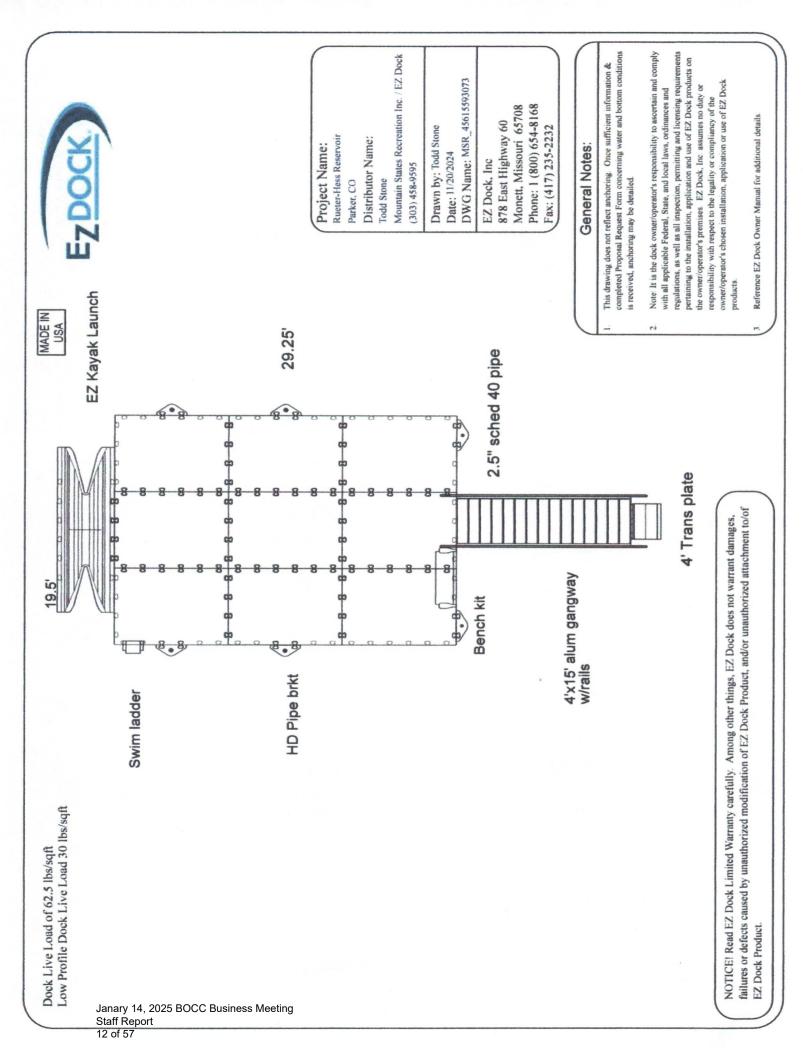
- CAD Drawings
- Products
- Materials
- Railings
- Hardware
- Specialty tools or equipment
- Installation directions
- Delivery/shipping to Parker, Colorado. The County will provide the Contractor with the exact location base on the delivery date.
- Unloading materials. The Contractor will give the County a three-business day notice of delivery.
- Confirm order for accuracy to ensure all the necessary products, materials, hardware, and anchoring systems are ordered
- Obtain all products, materials, hardware, and anchoring systems to complete the project successfully
- Verify that the ordered items were received, free from defects, or are otherwise unusable

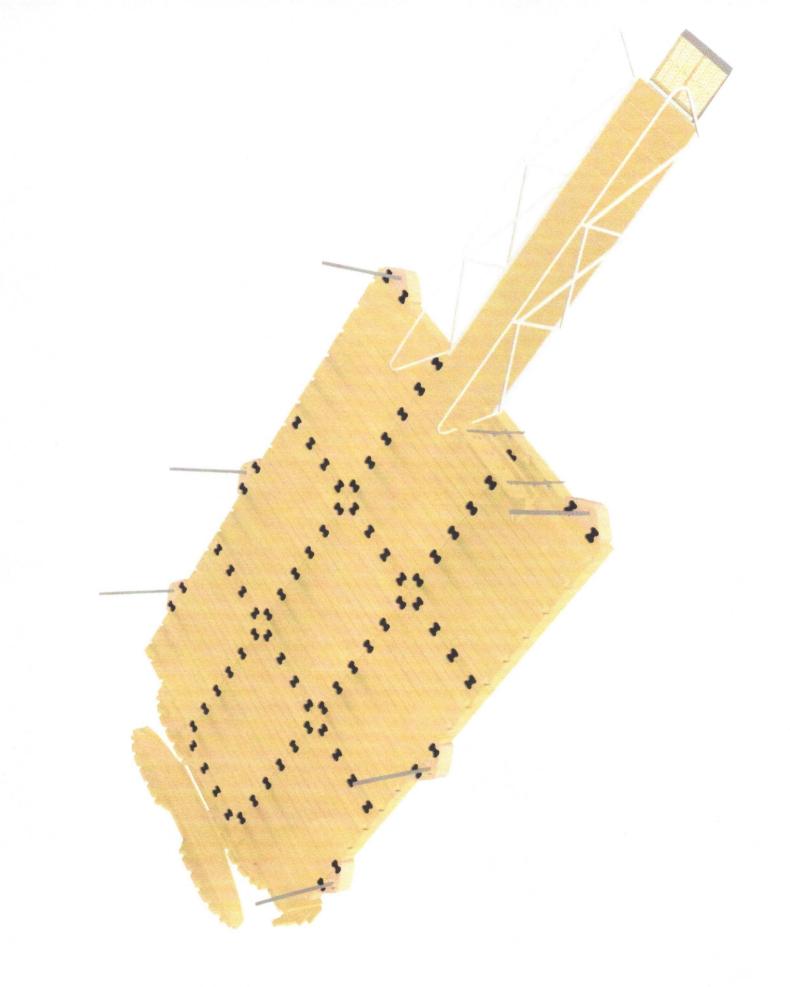
Miscellaneous Requirements or Specifications

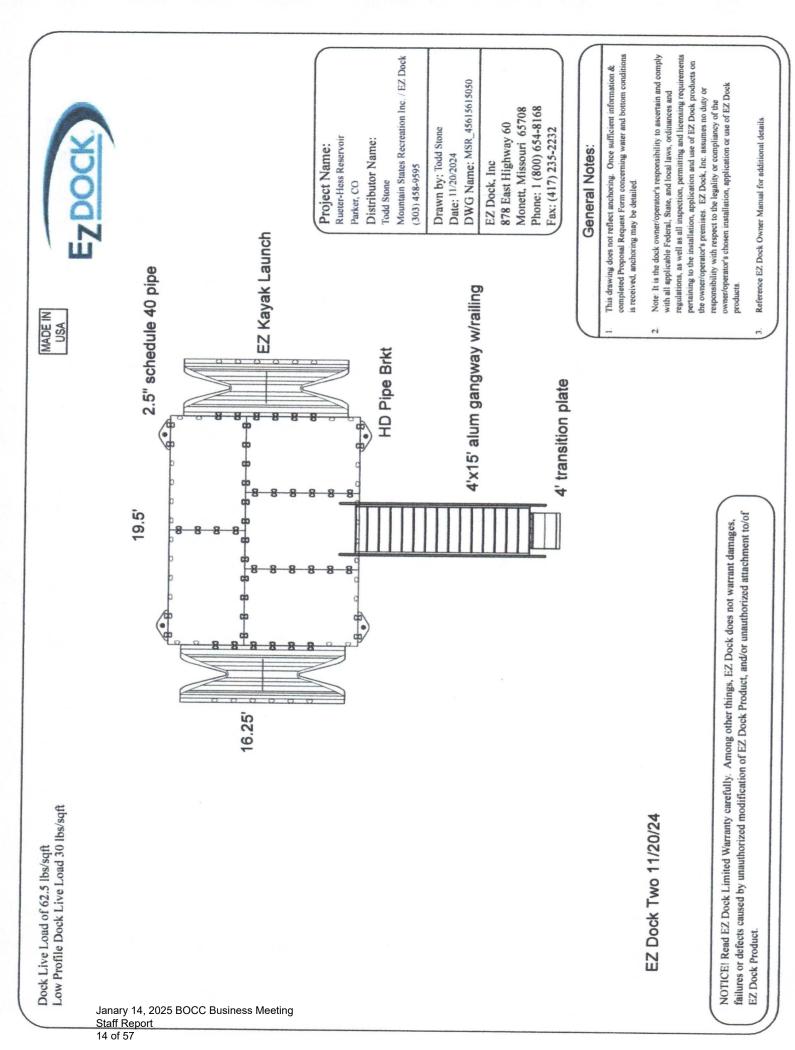
- All plans and documents for the project will become the property of the County
- The County will only accept products, materials, hardware, and anchoring systems that are free of defects
- The County will only accept products, materials, hardware, and anchoring systems that are warrantied for at least one (1) year from the acceptance date
- The acceptance date will be the date the project successfully receives all products, materials, hardware, and anchoring systems that meet the County's quality standards
- The Contractor shall correct all defects free of charge during the warranty period
- All changes to the work must be submitted in writing by the Contractor and agreed to by the County before being implemented

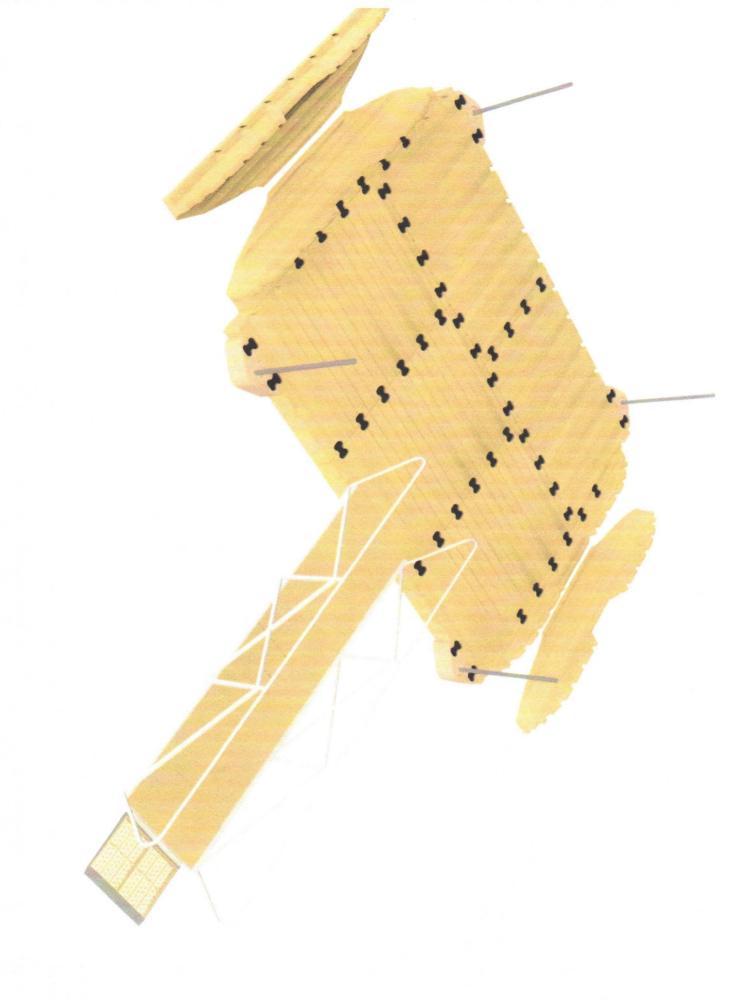
County Responsibility

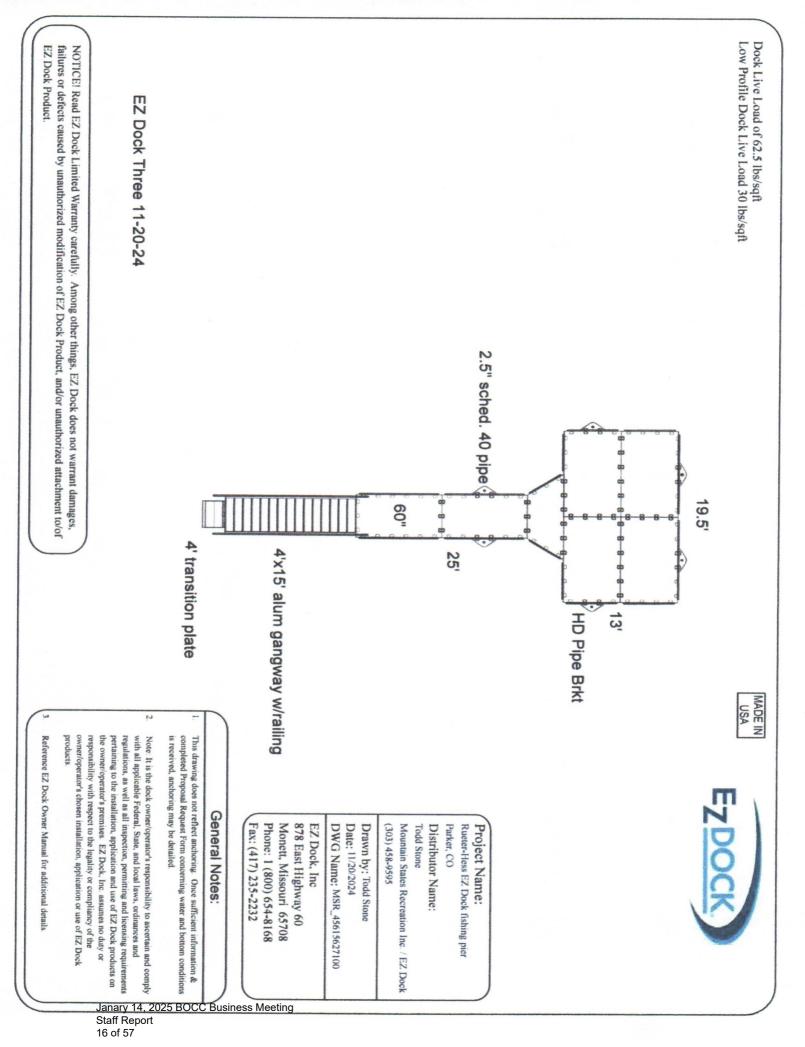
• Assist with unloading of products, materials, hardware, and anchoring systems





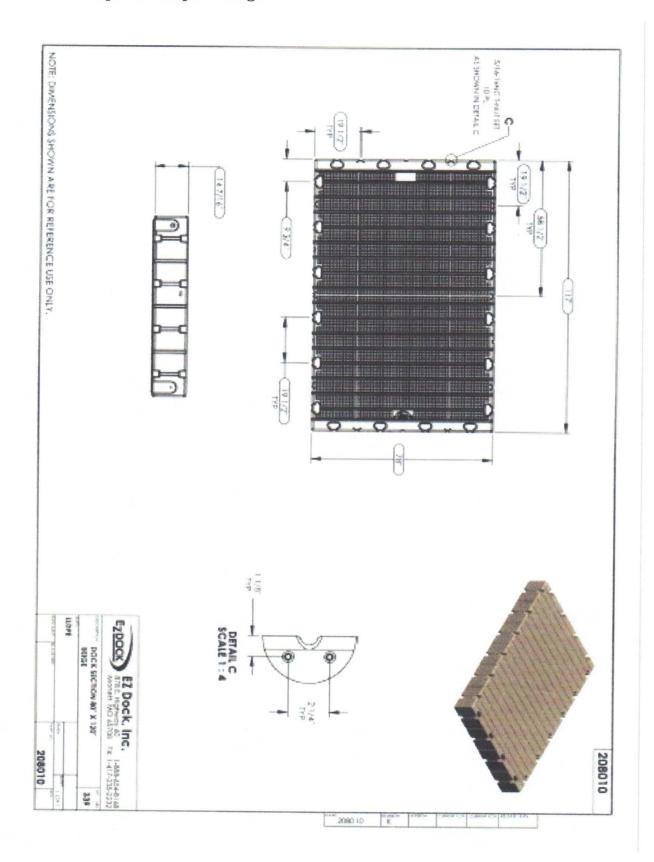




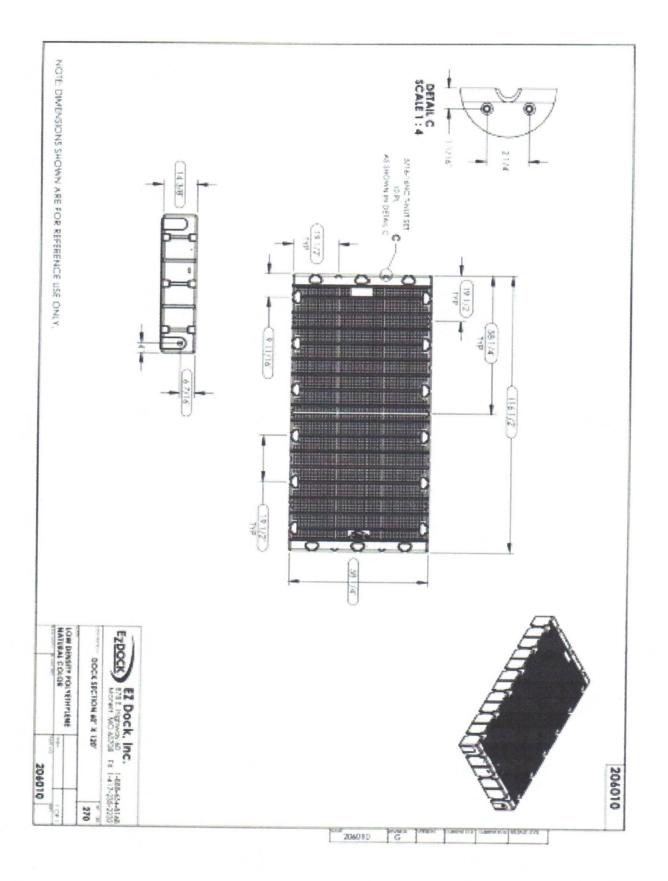


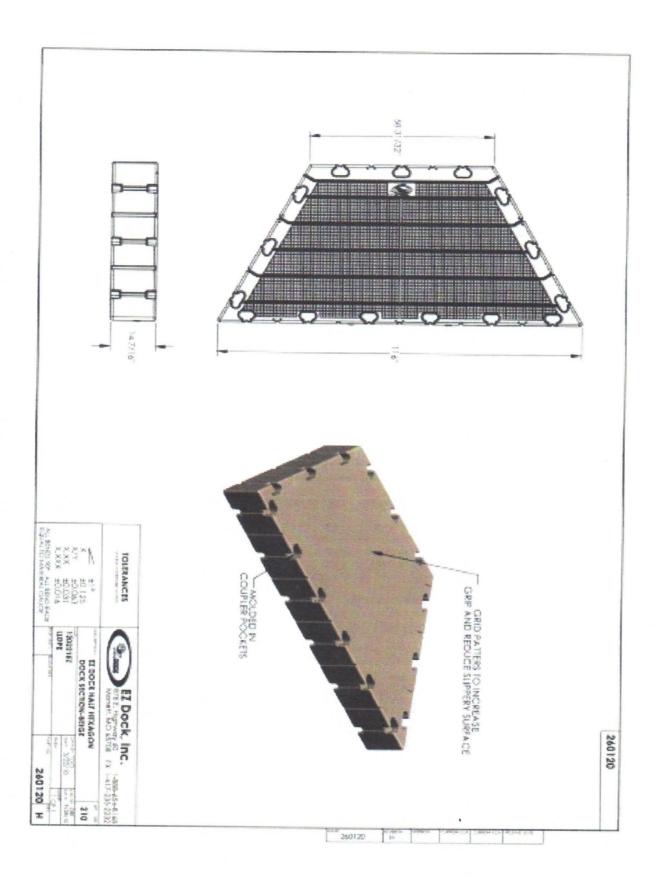
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EZ Dock Component Shop Drawings

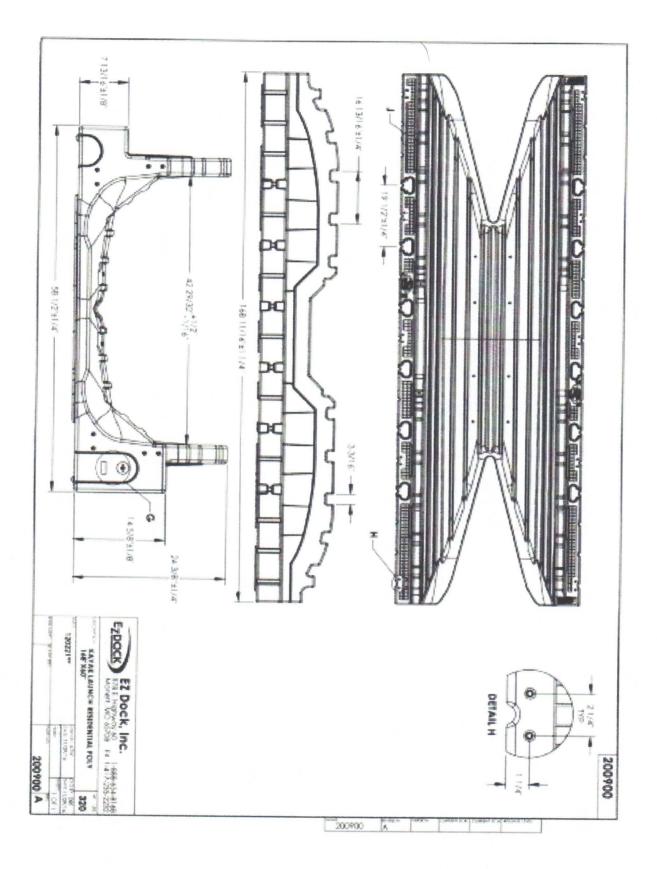


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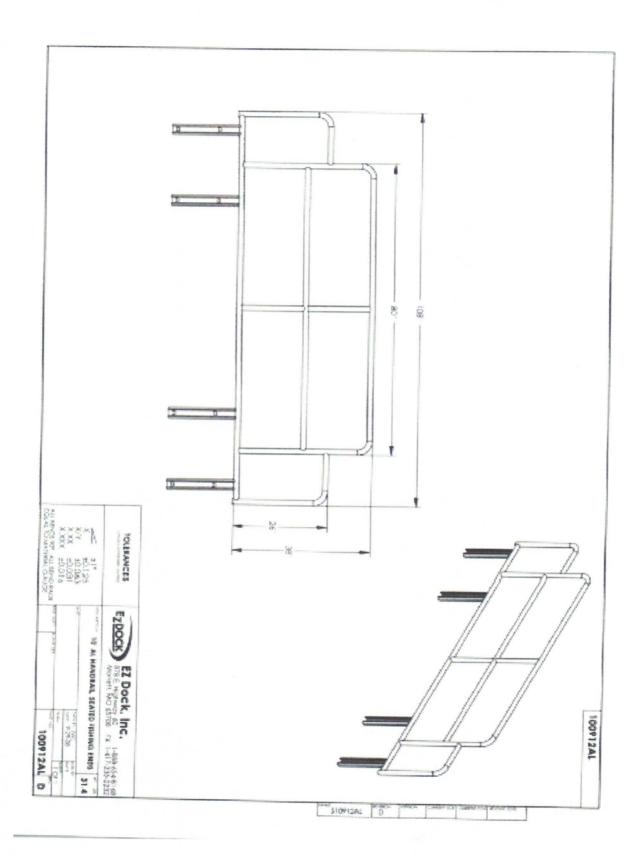


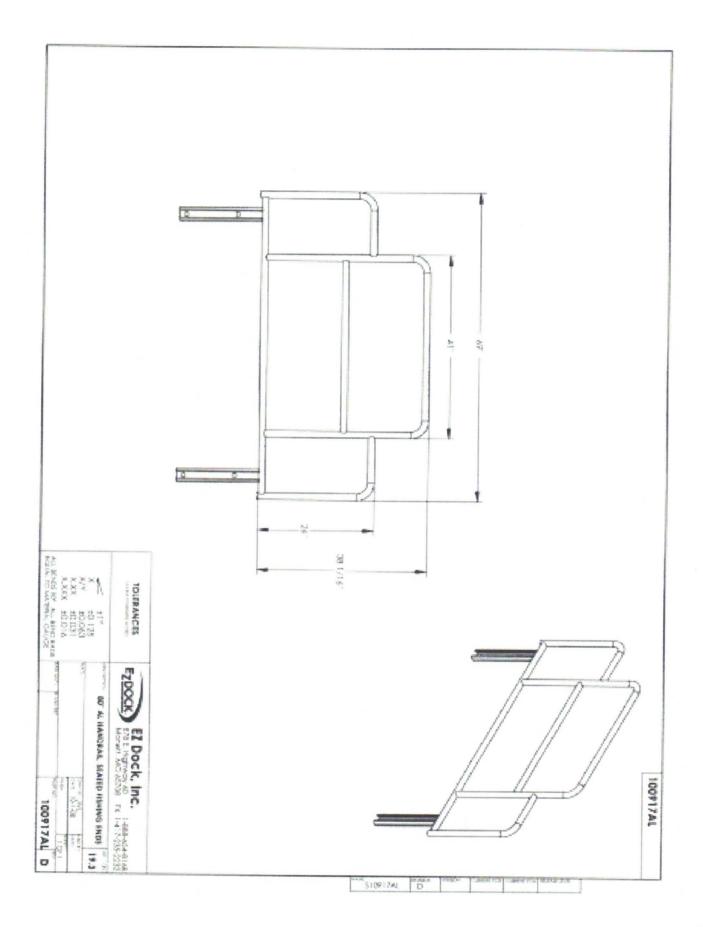


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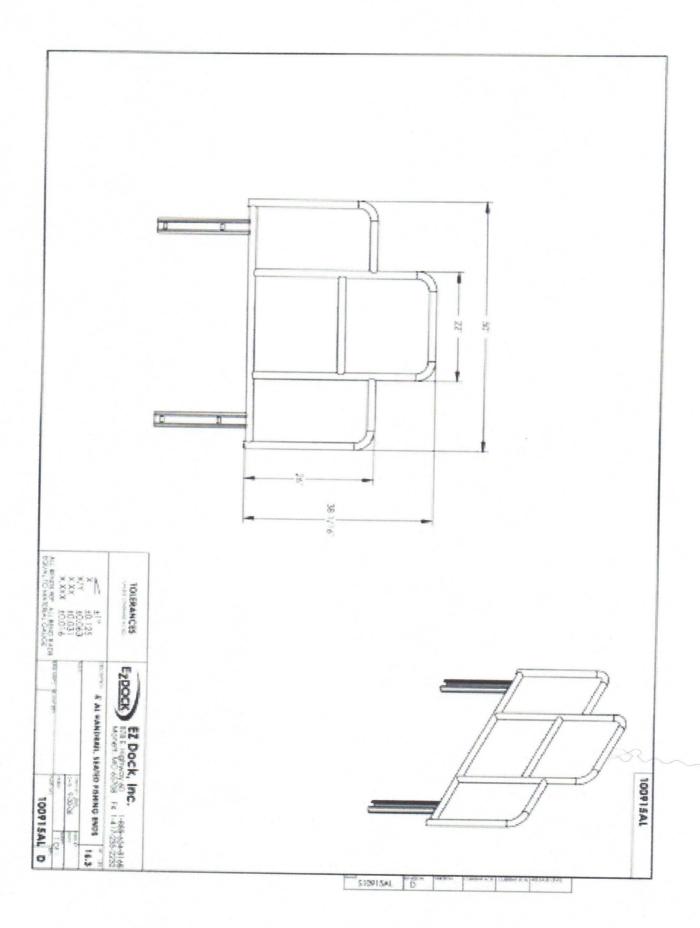


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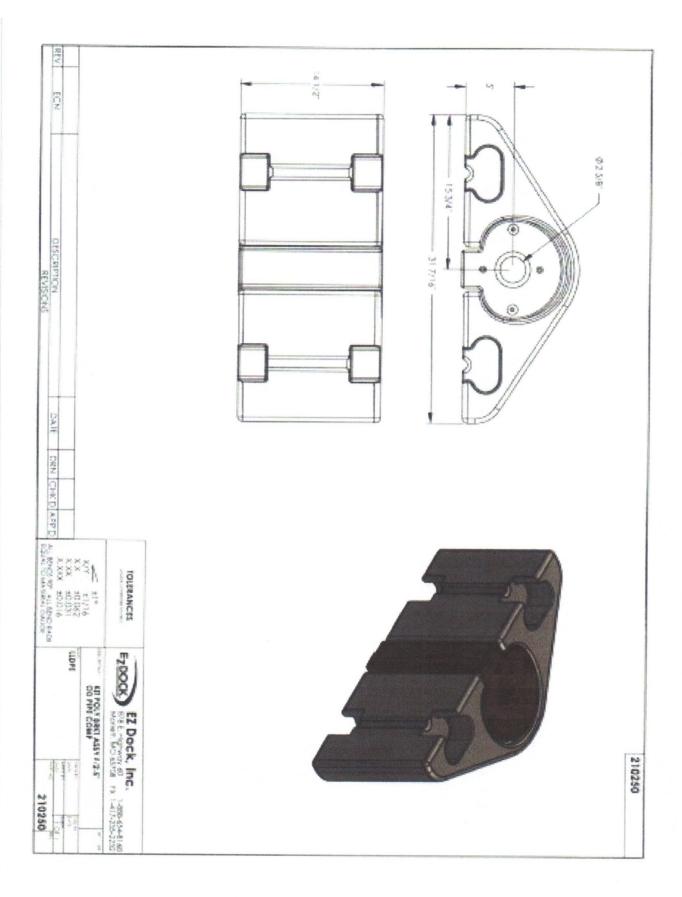




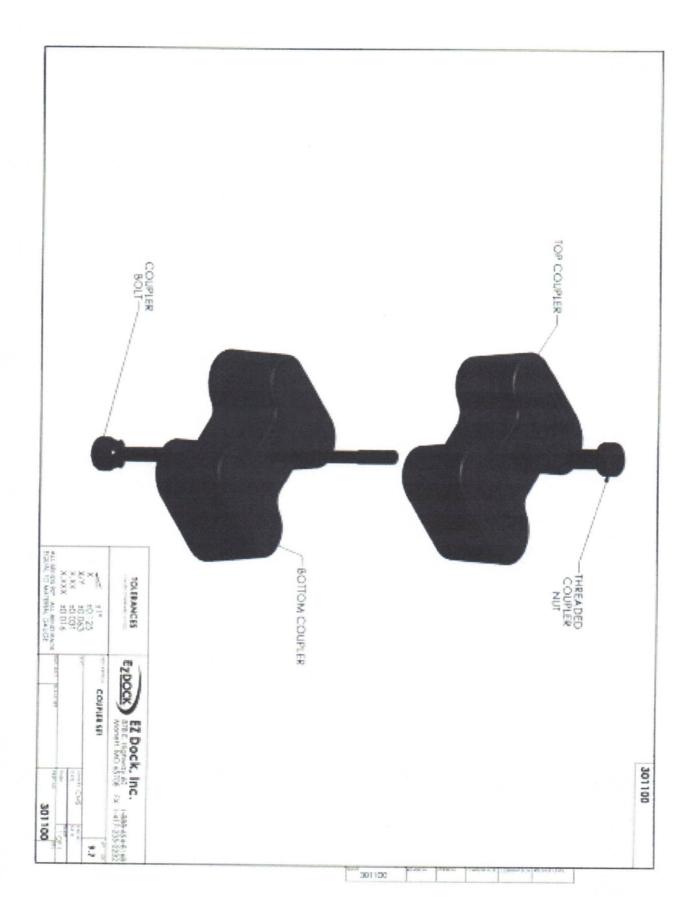
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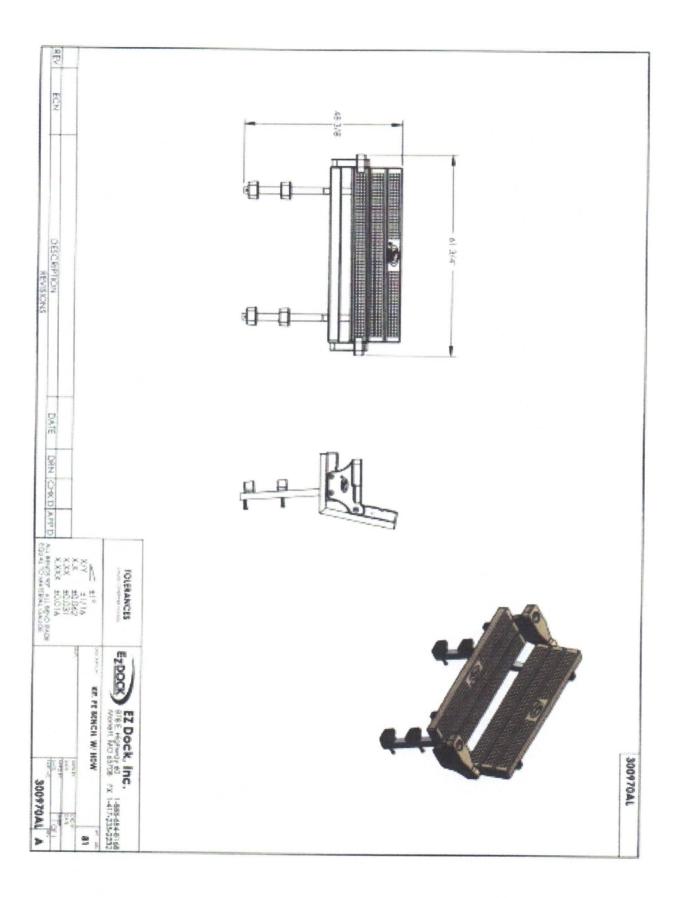
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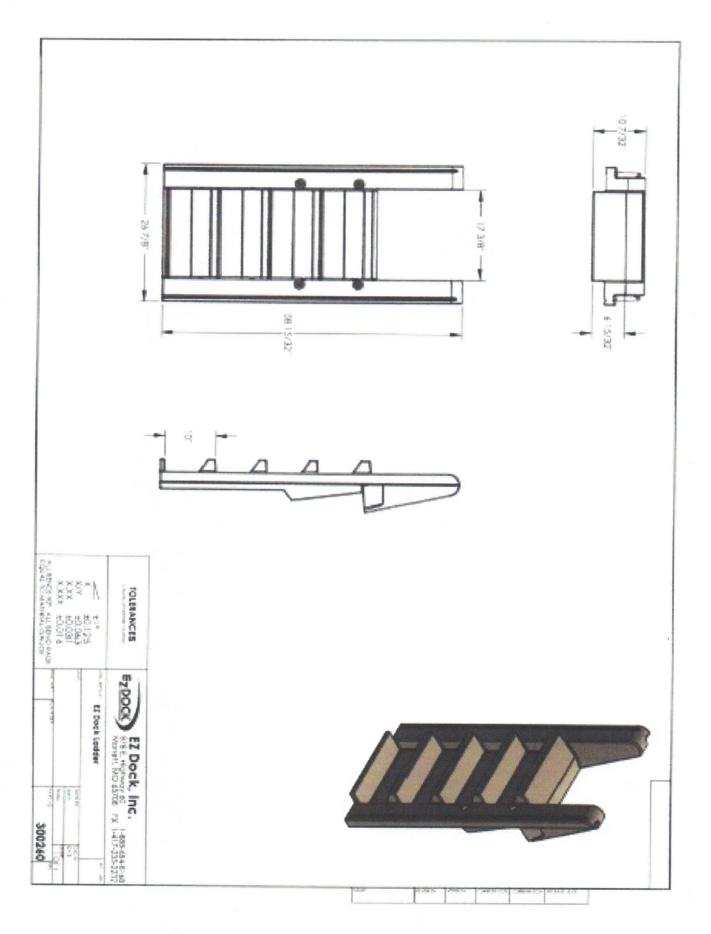


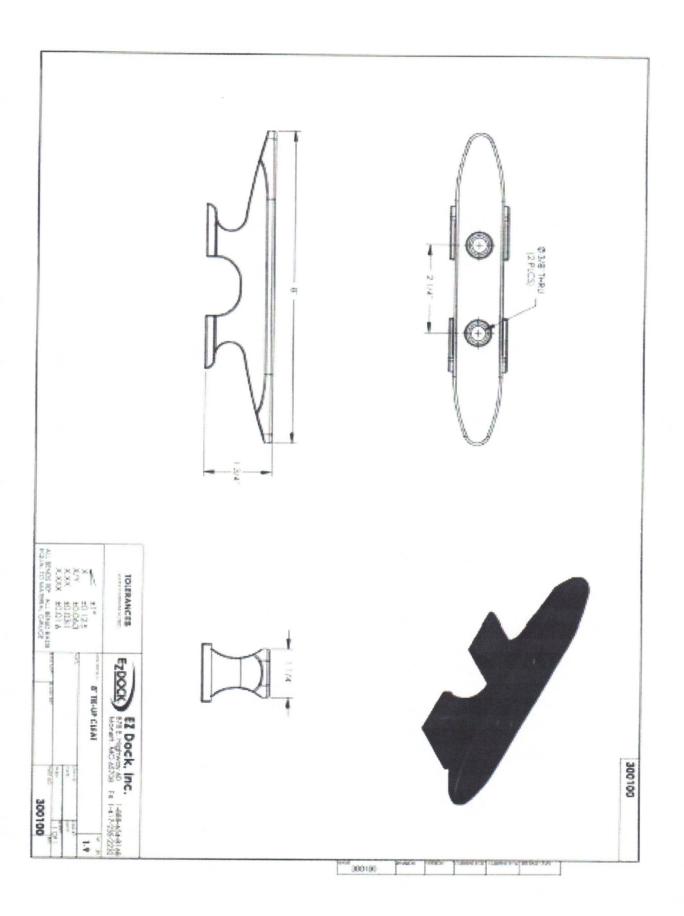
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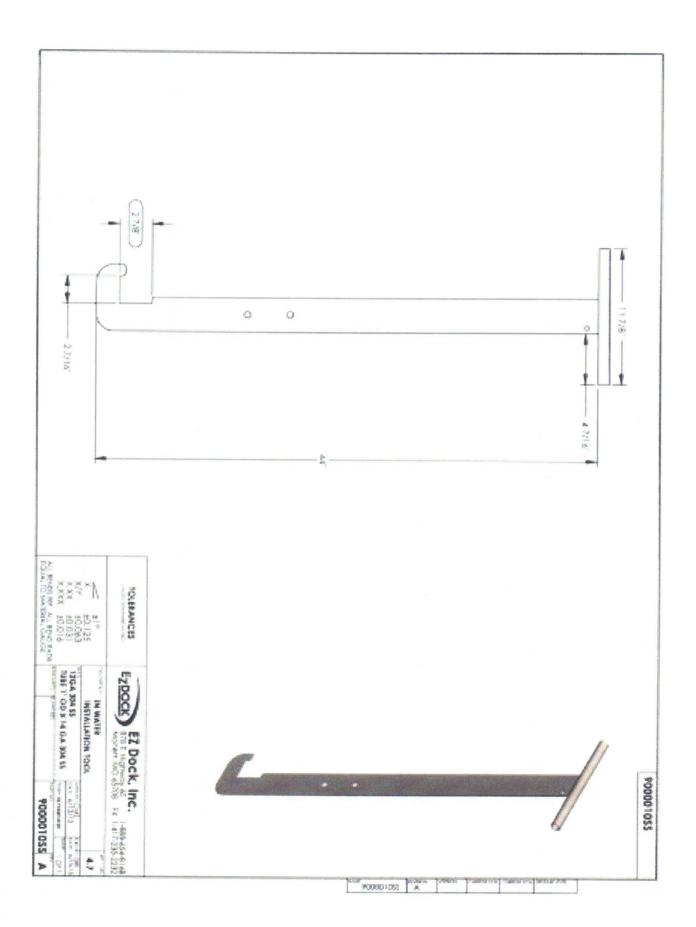
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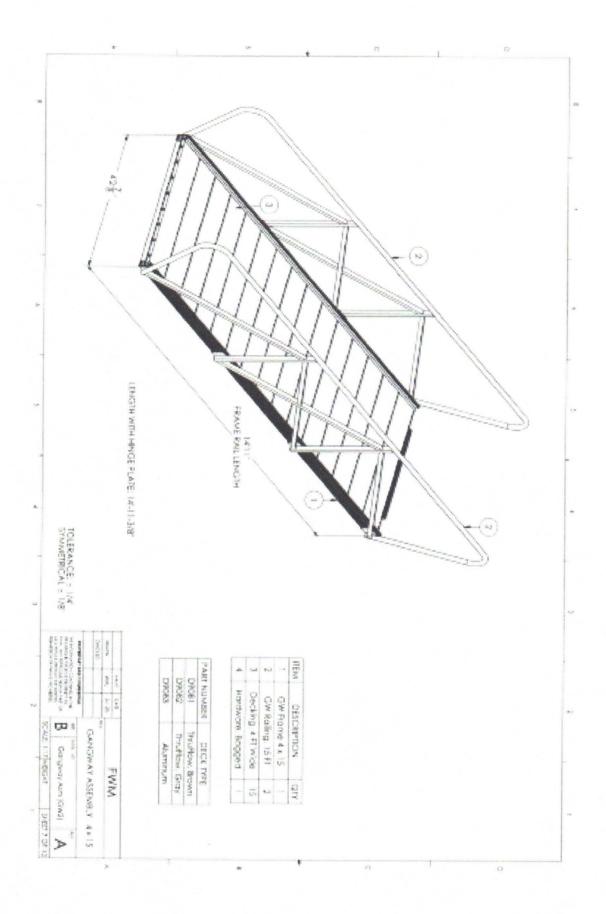




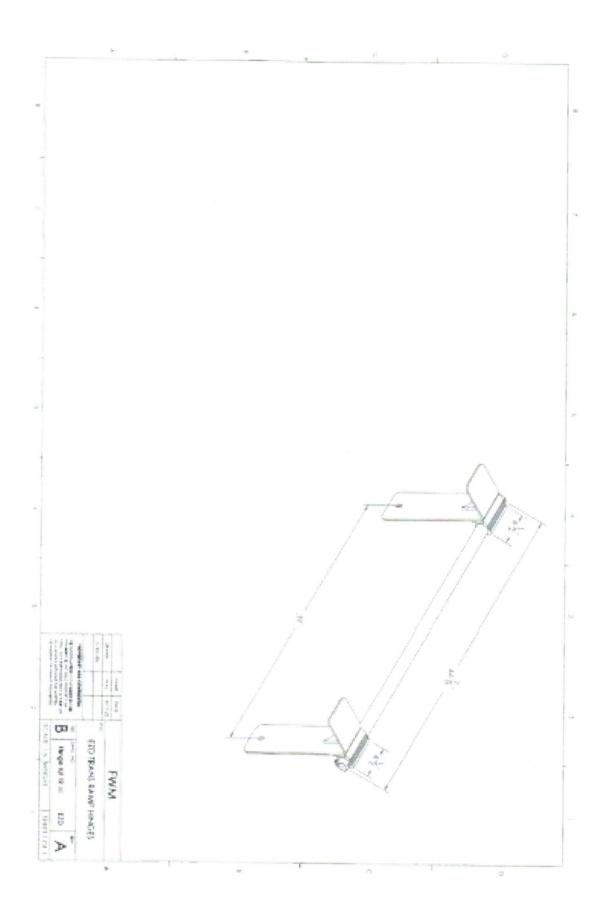
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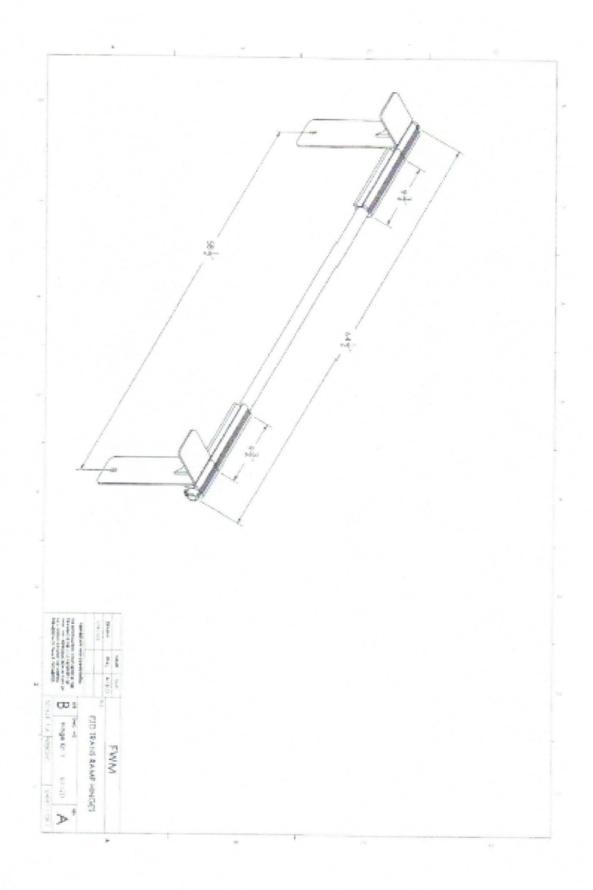
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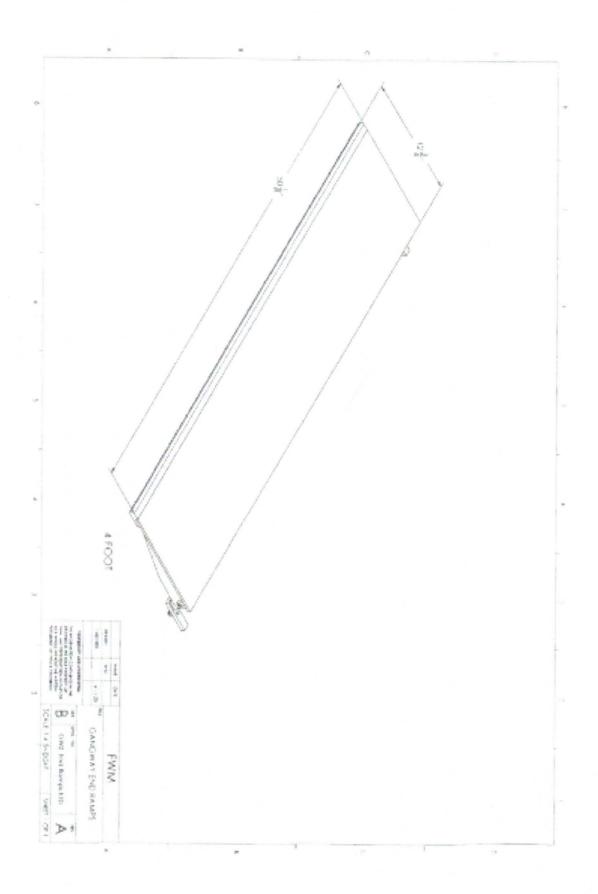
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Exhibit B METHOD OF PAYMENT

The County agrees to purchase EZ Dock systems from the Contractor per the following quotes for use at Reuter-Hess Reservoir:

E493	EZ Dock one	\$46,965.00
E491	EZ Dock two	\$33,035.00
E492	EZ Dock three	\$43,835.00
Total Cost		\$123,835.00

Notes for acknowledgement and acceptance:

- The Contractor is an authorized distributor for EZ Dock floating dock systems and agrees to *supply only* three EZ Dock modular floating dock systems to the County for recreational use at Reuter-Hess Reservoir in Parker, Colorado.
- Anchoring components provided shall consist of beige, rotationally molded, low density polyethylene heavy duty pipe brackets, 16'x2.5" schedule 40 pipes, and cast metal augers to be mounted in the pipes.
- Pipes shall be screwed into the lakebed to a depth adequate to secure the docks system.
- The Contractor has no knowledge of ground conditions or penetrability at Reuter-Hess Reservoir.
- The Contractor advises that the pipe and auger method as the most effective anchoring for docks that will require multiple relocations.
- In addition, all supplied pipes will be 16' in length for installation at a water depth no greater than 8'.
- The Contractor has minimal knowledge of slope and depths where the docks will be located on the reservoir shore, so shall supply the maximum length pipes for an 8' depth.

The total amount of the order shall not exceed one hundred twenty-three thousand eight hundred thirty-five dollars and no cents (\$123,835.00).

Detailed quotes for each modular recreational dock are as follows:

EZ Dock One

Item #	Description	Quantit	Dest Fach Test	
nem #	Description	Quantity	Price Each Tax1	Amount
208010	EZ Dock section 80"x10"	9.00	\$2,649.00	\$23,841.00
200900	EZ Kayak Launch	1.00	\$2,175.00	\$2,175.00
301300	3 coupler pair	22.00	\$299.00	\$6,578.00
900001	In-Water installation tool	1.00	\$137.00	\$137.00
210250	hd poly pipe bracket	6.00	\$499.00	\$2,994.00
116025	16' pipe	6.00	\$160.00	\$960.00
100255	auger 2.5"	6.00	\$39.00	\$234.00
g500415	15'x4 alum gangway w/rails	1.00	\$5,149.00	\$5,149.00
g500560	alum gangway to 80" dock hinge	1.00	\$449.00	\$449.00
g500450	4' alum trans plate	1.00	\$549.00	\$549.00
300970al	bench kit w/arms	1.00	\$800.00	\$800.00
300260	swim ladder	1.00	\$599.00	\$599.00
freight	to Parker, CO		\$2,500.00	\$2,500.00

Sub Total Sales Tax 4.75% on \$0.00

\$0.00

\$46,965.00

EZ Dock Two

ltem #	Description	Quantity	Price Each Tax1	Amount
200900	EZ Kayak Launch	2.00	\$2,175.00	\$4,350.00
208010	EZ Dock Section 80"x10'	5.00	\$2,649.00	\$13,245.00
g500415	15'x4 alum gangway w/rails	1.00	\$5,149.00	\$5,149.00
g200560	alum gangway to 80" dock hinge	1.00	\$449.00	\$449.00
g500450	4' alum trans plate	1.00	\$549.00	\$549.00
301300	3 coupler pair	13.00	\$299.00	\$3,887.00
210250	hd poly pipe bracket	4.00	\$499.00	\$1,996.00
116025	16' pipe	4.00	\$160.00	\$640.00
100255	auger 2.5"	4.00	\$39.00	\$156.00
300100	8" tie up cleat	6.00	\$19.00	\$114.00
freight			\$2,500.00	\$2,500.00



\$33,035.00 \$0.00

EZ Dock Three

Item #	Description	Quantity	Price Each Ta	ax1 Amount
208010	EZ Dock Section 80"x10'	4.00	\$2,649.00	\$10,596.00
206010	EZ Dock section 5'x10'	2.00	\$1,999.00	\$3,998.00
260120	EZ Dock section half hex	1.00	\$1,530.00	\$1,530.00
j500415	15'x4 alum gangway w/rails	1.00	\$5,149.00	\$5,149.00
j500560	alum gangway to 80" dock hinge	1.00	\$449.00	\$449.00
500450	4' alum trans plate	1.00	\$549.00	\$549.00
00910al	42"x10 alum railing (ada)	6.00	\$1,099.00	\$6,594.00
00918al	42"x80" alum railing	4.00	\$899.00	\$3,596.00
00911al	42"x5' alum railing	2.00	\$549.00	\$1,098.00
10250	hd poly pipe bracket	6.00	\$499.00	\$2,994.00
16025	16' pipe	6.00	\$160.00	\$960.00
00255	auger 2.5"	6.00	\$39.00	\$234.00
01300	3 coupler pair	12.00	\$299.00	\$3,588.00
eight	to Parker, CO		\$2,500.00	\$2,500.00

Sub Total Sales Tax 4.75% on \$0.00 \$43,835.00 \$0.00

Exhibit C **INSURANCE REOUIREMENTS**

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
- 2. Professional Liability (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the CONSULTANT or CONTRACTOR's insurance coverage shall be primary insurance. Any insurance or selfinsurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non- contributory to the CONSULTANT or CONTRACTOR's insurance.

Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Douglas County.

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's

rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

- 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
- 3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government Attn: Risk Management 100 Third Street Castle Rock, Colorado 80104 <u>risk@douglas.co.us</u>

<u>Subcontractors</u> Consultant or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors.

Janary 14, 2025 BOCC Business Meeting Staff Report 40 of 57 **Failure to Procure or Maintain Insurance.** The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying 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, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

DOUGLAS COUNTY GOVERNMENT

Department of Community Development 100 Third Street Castle Rock 303-660-7460 www.douglas.co.us

REQUEST FOR PROPOSAL (RFP) NO. RH001-2024 MODULAR RECREATIONAL DOCKS FOR RUETER-HESS RESERVOIR
YOUR PROPOSAL RESPONSE MUST BE RECEIVED NO LATER THAN OCTOBER 18, 2024 @ 5:00 PM
REQUEST FOR PROPOSAL (RFP) CERTIFICATION
We offer to furnish to Douglas County the materials, supplies, products and/or services requested in accordance with the specifications and subject to the terms and conditions of the purchase(s) described herein:
NAME: Mountain States Recreation Inc.
ADDRESS: 5065 Tennyson St.
CITY: Denver STATE: CO ZIP: 80212
TELEPHONE NUMBER: 303 - 458 - 9595 FAX NUMBER:
E-MAIL: toddethedockguy, net
E-MAIL: toddethedockguy. net BY: Todd P. Stone
(Printed or Typed Name)
The PSt
(Written Signature)
TAXPAYER I.D. NUMBER: <u>84-1397004</u>
Signature constitutes acceptance of all terms and conditions listed on this form and all documents attached.
Request for Proposal (RFP) shall be received ELECTRONICALLY ONLY through the Rocky Mountain E- Purchasing/BidNet System website at (<u>https://www.bidnetdirect.com/colorado</u>). All responses should consist of one (1) PDF document. The title of your document should reflect " Company Name and RFP Number ". It is the Contractors sole responsibility to ensure that their response is received on time.
Douglas County officially distributes solicitation documents through the Rocky Mountain E-Purchasing System only. Copies of solicitations obtained from other sources are not considered official copies and the County cannot attest to their accuracy. All BidNet website/system questions must be addressed with BidNet Vendor Support at 800-835-4603.
Douglas County Government reserves the right to reject any or all responses, to waive formalities, informalities, or irregularities contained in a said RFP and furthermore, to award a contract for items herein, either in whole or in part, if it is deemed to be in the best interest of the County to do so. Additionally, we reserve the right to negotiate optional items and/or services with the successful respondent.



Mountain States Recreation, Inc. RFP # RH001-2024

October 17, 2024

Douglas County Government Dept. of Community Development 100 Third Street Castle Rock, CO

Thank you for the opportunity to provide the following proposal for "Modular Recreational Docks for Rueter-Hess Reservoir." **MSR Inc.** hopes to provide you with safe, enjoyable, long-lasting **EZ Dock** systems.

1. It is my understanding that the county intends to purchase a dock system, or systems from a qualified firm for multiple use. Rueter-Hess has been open for public use for only a few years and areas are being developed for recreational pursuits such as paddleboarding, kayaking, fishing, (windsurfing?!) etc..

The dramatic fluctuation of water level in the reservoir requires that the dock system(s) be moved to accommodate these fluctuations. My proposal reflects the appropriate anchoring very commonly used in Colorado.

As the regional distributor for EZ Dock floating dock systems for 28 years, I have learned to tailor my proposals to specific needs. You're looking for docks that will be functional, attractive, multi-use, modular for expansion and virtually maintenance-free. In addition, I believe your intention is to eventually have ADA accessible routes to the dock(s). *This is advised, and the EZ Dock gangways and docks do meet ADA Standards.* Most dock systems do not meet these requirements.

MSR, Inc. will work with the county to fine tune proposed designs to your needs, if required. If awarded, I will personally ensure that the correct components are ordered for the systems. In addition, it will be my responsibility to meet the freight carrier at the location designated by the county (53' step deck tractor trailer) to assist in the offload of the materials and verify accuracy and condition of the components.

- 2. Mountain States Recreation, Inc. (MSR EZ Dock) has been the exclusive representative for EZ Dock (est. 1990) since its incorporation in The State of Colorado in 1997. Over 28 years, I have worked with hundreds of clients supplying affordable, high-quality floating dock systems from farm ponds to commercial marinas, to public fishing piers and boat ramps. I have worked with many government agencies to assist with planning and supplying (most of my clients do their own installations) docks for canoes, kayaks, paddleboards, boating, dedicated accessible docks etc. References following.
- 3. Proposal following
- 4. Dock systems will be delivered 8-10 weeks ARO. Possibly sooner if no specialty components are ordered or if required.
- 5. References:

City of Boulder-Boulder Reservoir

Matt Soderberg <u>soderbergm@bouldercolorado.gov</u> 303-818-8026 -Multiple EZ Dock systems supplied since the late 1990's ranging from paddlesports docks to courtesy docks, swim platforms and rowing docks.

City of Westminster-Standley Lake Regional Park

Michael <u>Gately-mgately@westminsterco.gov</u> 303-658-2796 -General use/paddlesports dock with EZ Kayak Launch, Fishing pier, courtesy boat, launch and ranger boat slips supplied since mid 2000's.

City of Windsor, Colorado

Rachael Stefanich <u>rstefanich@windsorgov.com</u> 970-674-3529 -Multiple EZ Docks for beach area, rental slips, marina, courtesy boat launch dock supplied since early 2000's.

Colorado Parks and Wildlife-Lake Pueblo Reservoir State Park

Doug Youngers <u>doug.youngers@state.com.us</u> 719-251-4319 -Courtesy EZ Docks, multi-use docks since early 2000's.

Colorado Parks and Wildlife-Cherry Creek State Park

Joel Pincomb joel.pincomb@state.co.us 630-674-2994 -Courtesy boat launch, multi-use docks, swim areas docks since late 1990's

City of Lakewood-Bear Creek Lake Park

Wayne Kruschke <u>waykru@lakewood.org</u> 303-902-5142 -Multi-use docks, rental docks, boat slips, fishing piers, courtesy dock since late 1990's Following is my proposal. First is the overall materials cost as well as ala arte' components. Second is the Kayak Launch topview, 3d rendering and line item pricing. That is followed by the general use dock proposal and finally the paddlesports dock proposal. Please note, all proposed docks will be anchored with posts and augers screwed into the lake bed.

Thank you for your consideration.

Todd P. Stone President-Mountain States Recreation, Inc. 5065 Tennyson St. Denver, CO 80212 303-458-9595 todd@thedockguy.net



October 17th, 2024

Douglas County Government RFP #RH001-2024 Modular Recreational Docks for Rueter-Hess Reservoir

Mountain States Recreation Inc., representing EZ Dock Floating Dock Systems:

EZ Kayak Launch dock.....\$22960

EZ Dock general use dock.....\$33824

EZ Dock low profile paddlesports dock.....\$47428

Total Cost *.....\$104212

(Optional, one day initial assembly assistance......\$350)

*Individual system component costs follow.

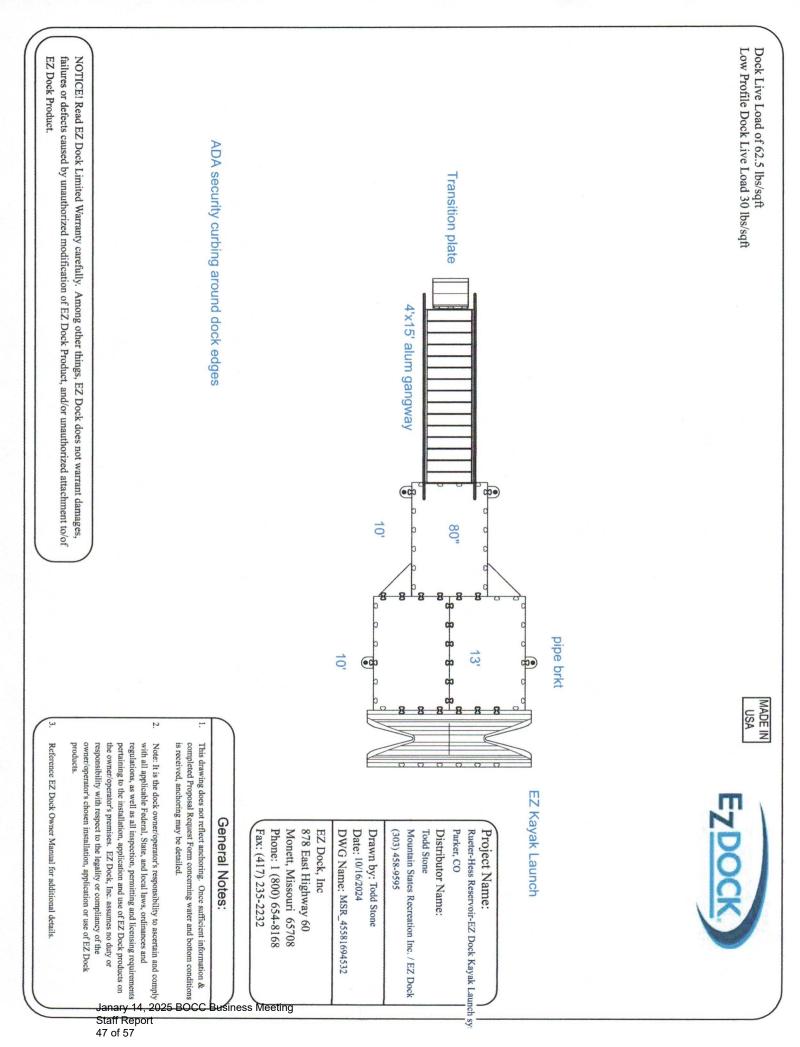
Ala carte' items: (component pricing for items not included in bid.)

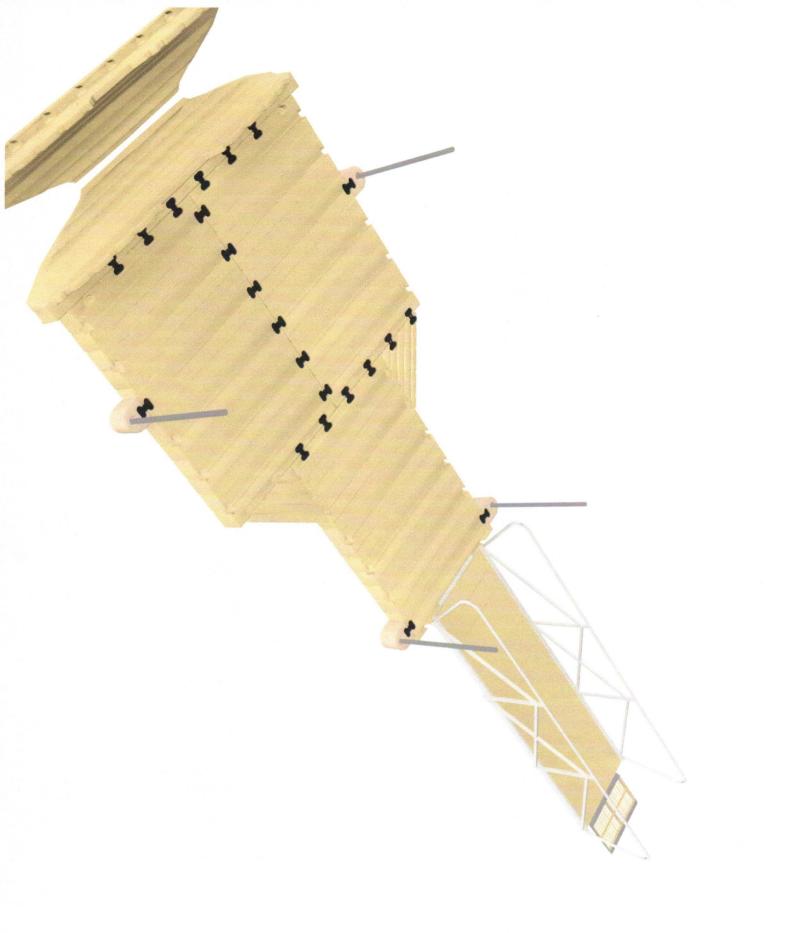
Swim ladder	\$599
Corner storage box	\$849
EZ Groove slide	\$12497 (include required dock sections)
10' alum railing	
80" alum railing	
60" alum railing	
ADA Transfer Bench and Sign for Kayak Launch	
Annual inspection/maintenance	\$250
Warranty work	

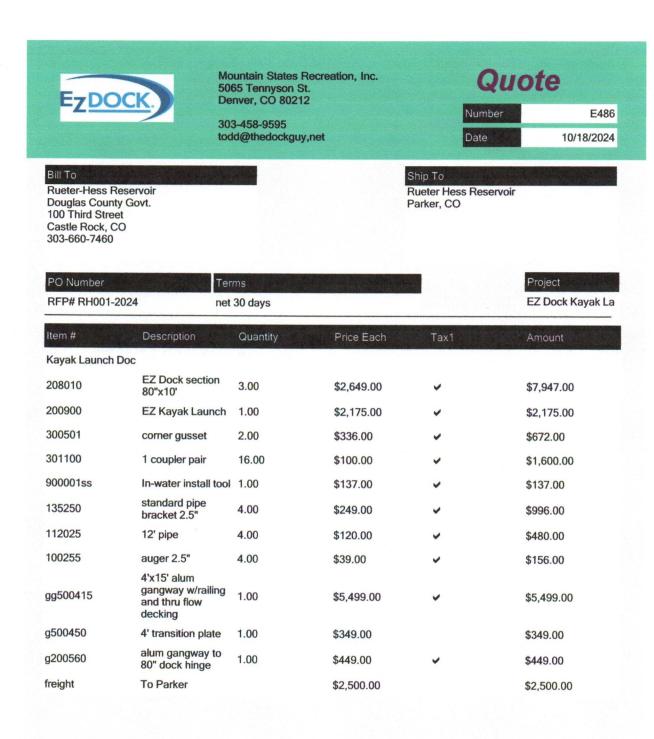
Please note: prices are firm for 30 days.

Pf Sincerely

Todd P Stone President-Mountain States Recreation, Inc.



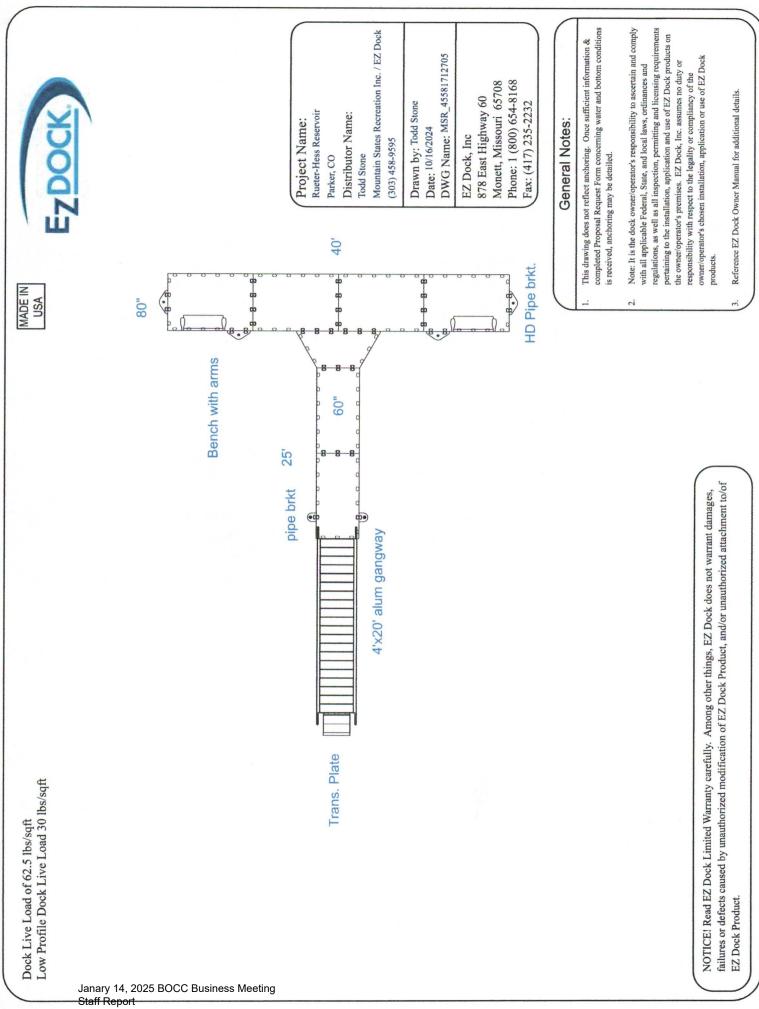




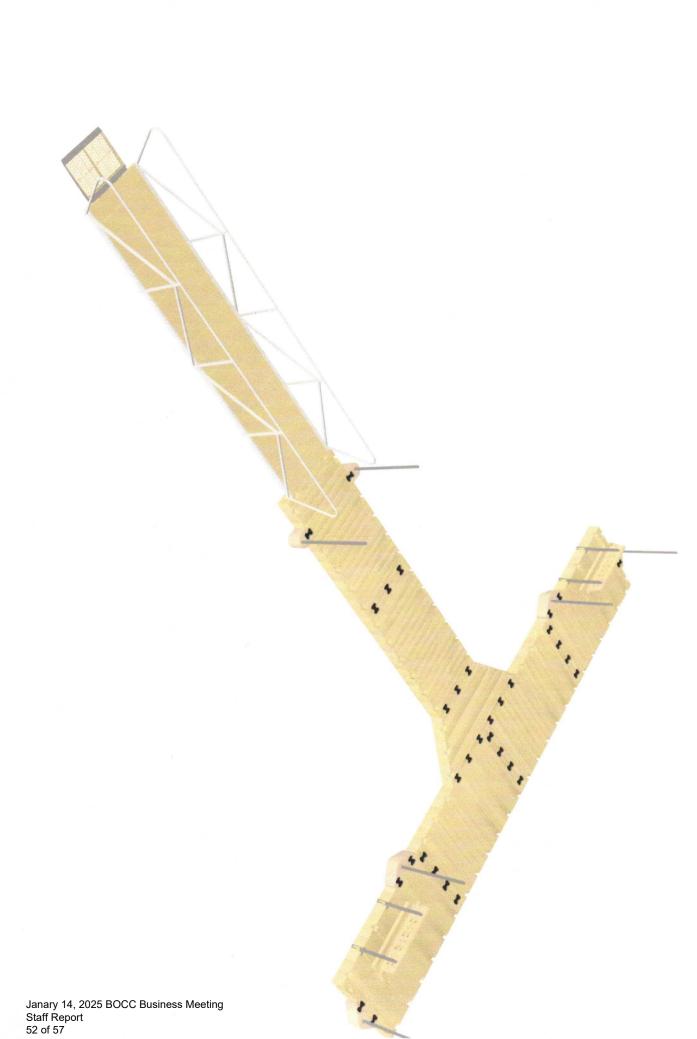
Note: Price valid for 30 days. To order, sign below as acceptance of above quote. Name:_______Signed:

E-DOCK	Mountain States Recreation, Inc. 5065 Tennyson St.	Quote		
EZDOCK.	Denver, CO 80212 303-458-9595	Number	E486	
	todd@thedockguy,net	Date	10/18/2024	
Bill To Rueter-Hess Reservoir Douglas County Govt. 100 Third Street Castle Rock, CO		Ship To Rueter Hess Reservoir Parker, CO		
303-660-7460				
	Terms		Project	

	Sub Total	\$22,960.00
	Sales Tax 4.75% on \$20,111.	\$0.00
Note: Price valid for 30 days.		
To order, sign below as acceptance of above quote. Name:Signed:	Total	\$22,960.00



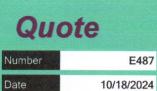
51 of 57





Mountain States Recreation, Inc. 5065 Tennyson St. Denver, CO 80212

303-458-9595 todd@thedockguy,net



Bill To

Rueter-Hess Reservoir Douglas County Govt. 100 Third Street Castle Rock, CO 303-660-7460 Ship To Rueter Hess Reservoir Parker, CO

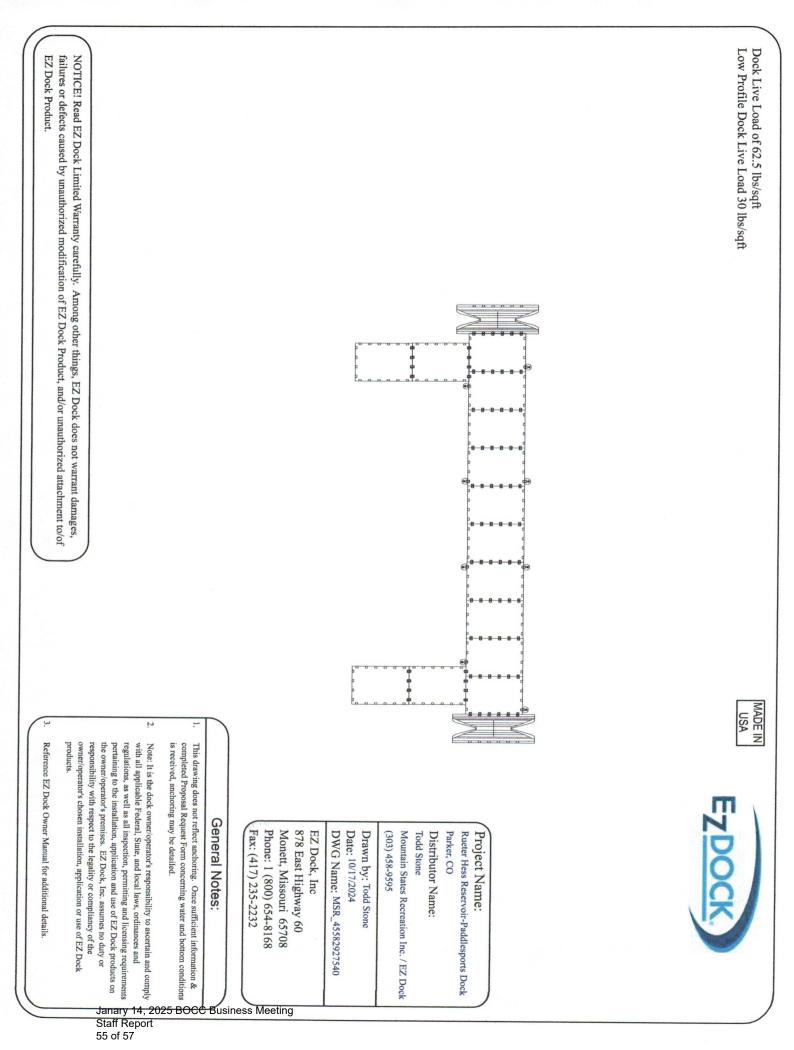
PO Number	Ter	ms			Project
RFP# RH001-2	2024 net	30 days			EZ Dock multi use
Item #	Description	Quantity	Price Each	Tax1	Amount
208010	EZ Dock Section 80"x10'	4.00	\$2,649.00		\$10,596.00
206010	EZ Dock section 5'x10'	2.00	\$1,999.00		\$3,998.00
260120	EZ Dock section half hex	1.00	\$1,530.00		\$1,530.00
300970al	bench kit w/arms	2.00	\$800.00		\$1,600.00
g500420	4'x20' alum gangway w/ raling and thru-flow decking	1.00	\$6,199.00		\$6,199.00
g500450	4' transition plate	1.00	\$349.00		\$349.00
g500460	alum gangway to 60" dock section	1.00	\$376.00		\$376.00
301100	1 coupler pair	30.00	\$100.00		\$3,000.00
300100	8" tie up cleat	12.00	\$19.00		\$228.00
210250	hd poly pipe bracket	4.00	\$499.00		\$1,996.00
112025	12' pipe	6.00	\$120.00		\$720.00
135250	standard pipe bracket 2.5"	2.00	\$249.00		\$498.00
100255	auger 2.5"	6.00	\$39.00		\$234.00
reight	To Parker		\$2,500.00		\$2,500.00

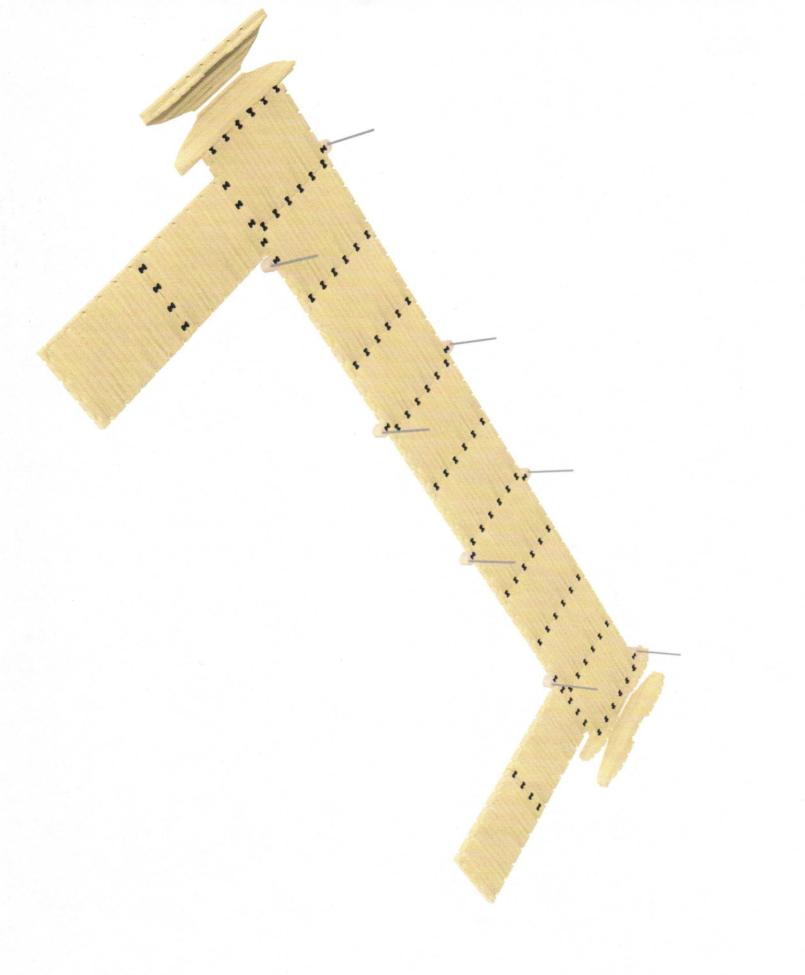
Note: Price valid for 30 days.

To order, sign below as acceptance of above quote. Name:______Signed:_____

EZDOCK.	Mountain States Recreation, Inc. 5065 Tennyson St.	Quote		
EZDOCK.	Denver, CO 80212 303-458-9595	Number	E487	
	todd@thedockguy,net	Date	10/18/2024	
Bill To Rueter-Hess Reservoir Douglas County Govt. 100 Third Street Castle Rock, CO 303-660-7460		Ship To Rueter Hess Reservoir Parker, CO		
	Terms		Project	
PO Number				

	Sub Total	\$33,824.00
	Sales Tax 4.75% on \$0.00	\$0.00
Note: Price valid for 30 days.		
To order, sign below as acceptance of above quote. Name:Signed:	Total	\$33,824.00





E-DC	50	ountain States Recre 65 Tennyson St.	eation, Inc.	Qu	Quote	
EZDC	30	nver, CO 80212 3-458-9595 Id@thedockguy,net		Number Date	E488 10/18/2024	
Sill To Rueter-Hess F Douglas Coun 100 Third Stre Castle Rock, (303-660-7460	ty Govt. eet CO			Ship To Rueter Hess Reservoir Parker, CO		
PO Number RFP# RH001-	Z024 net	ms 30 days			Project EZ Dock Paddlesp	
			Drice Each	Tav1		
tem #	Description	Quantity	Price Each	Tax1	Amount	
tem # Paddlesports I	Description	Quantity	Price Each \$2,149.00	Tax1		
tem # Paddlesports I 158010	Description Dock EZ Dock section lo	Quantity		Tax1	Amount	
tem # Paddlesports I 158010 200900	Description Dock EZ Dock section lo -profile 80"x120"	Quantity 14.00	\$2,149.00	Tax1	Amount \$30,086.00	
tem # Paddlesports I 158010 200900 815100	Description Dock EZ Dock section lo -profile 80"x120" EZ Kayak Launch 1 Low profile	Quantity 14.00 2.00	\$2,149.00 \$2,175.00	Tax1	Amount \$30,086.00 \$4,350.00	
tem # Paddlesports I 158010 200900 315100 300100	Description Dock EZ Dock section lo -profile 80"x120" EZ Kayak Launch 1 Low profile coupler pair	Quantity 14.00 2.00 80.00	\$2,149.00 \$2,175.00 \$75.00	Tax1	Amount \$30,086.00 \$4,350.00 \$6,000.00	
tem # Paddlesports I 158010 200900 315100 300100 210250	Description Dock EZ Dock section lo -profile 80"x120" EZ Kayak Launch 1 Low profile coupler pair 8" tie up cleat hd poly pipe	Quantity 14.00 2.00 80.00 12.00	\$2,149.00 \$2,175.00 \$75.00 \$19.00	Tax1	Amount \$30,086.00 \$4,350.00 \$6,000.00 \$228.00	
Item # Paddlesports I 158010 200900 315100 300100 210250 135250	Description Dock EZ Dock section lo -profile 80"x120" EZ Kayak Launch 1 Low profile coupler pair 8" tie up cleat hd poly pipe bracket Standard pipe	Quantity 14.00 2.00 80.00 12.00 4.00	\$2,149.00 \$2,175.00 \$75.00 \$19.00 \$499.00	Tax1	Amount \$30,086.00 \$4,350.00 \$6,000.00 \$228.00 \$1,996.00	
Item # Paddlesports I 158010 200900 315100 300100 210250 135250 1120255	Description Dock EZ Dock section lo -profile 80"x120" EZ Kayak Launch 1 Low profile coupler pair 8" tie up cleat hd poly pipe bracket Standard pipe bracket (poly)	Quantity 14.00 2.00 80.00 12.00 4.00 4.00	\$2,149.00 \$2,175.00 \$75.00 \$19.00 \$499.00 \$249.00	Tax1	Amount \$30,086.00 \$4,350.00 \$6,000.00 \$228.00 \$1,996.00 \$996.00	

Sub Total	\$47,428.00
Sales Tax 4.75% on \$0.00	\$0.00

Note: Price valid for 30 days. To order, sign below as acceptance of above quote. Name:_____Signed:_____