

Request for Proposal (RFP)

Climbing Wall Contractor Services for Edwards Field House Renovations

RFP No.: 2025-02

RFP Timeline

6/6/25: Issue RFP

6/11/25: Pre-submittal meeting at Edwards Field House, 10am (not mandatory)

6/13/25: RFP questions due by 12pm, via email 6/20/25: RFP submissions due by 4pm (MT)

6/25/25: Interviews (if required) 6/27/25: Contractor Selection

I. Introduction

The Mountain Recreation Metropolitan District is requesting proposals from qualified Climbing Wall Contractors to provide design, engineering, and construction services for new climbing walls at the Edwards Field House. This RFP outlines the scope of work, proposal requirements, submission requirements, and evaluation process.

II. Project Overview

Location: 450 Miller Ranch Road, Edwards, Colorado 81632

Estimated Budget: To Be Determined Anticipated Start Date: August 1, 2025

Anticipated Completion Date: October 15, 2025

III. Scope of Work

The selected contractor will be responsible for:

- All required work (design, engineering and construction), to fully complete new climbing walls.
- Coordination with Mountain Rec. staff, design team, sub-consultants, and sub-contractors.
- Compliance with all applicable codes, permits, and inspections
- Adherence with project timelines and budget
- Ensure building safety and environmental protection throughout construction.
- Demolition of existing climbing walls will be provided by others.

Note: Basis-of-Design drawings are included in Attachment C.

IV. Proposal Requirements

Interested Contractors must submit the following:

- 1. Company Information
- Legal name, address, and contact information
- Year established and type of organization
- Licenses and certifications relevant to the project

2. Project Approach

- Describe project management and methodology for completing this project
- Provide work plan for meeting Owner's anticipated schedule
- Describe Quality Control program and process to ensure overall project quality

- 3. Experience and References
 - Summary of similar projects completed in the past 5 years
 - At least three client references with contact information
- 4. Staffing Plan
 - Key personnel and their qualifications
 - Organizational chart for the project
- 5. Cost Proposal
 - Detailed cost breakdown of project costs and associated fees
 - Allowances and contingencies
- 6. Insurance and Bonding
 - Proof of liability insurance, workers' compensation, and bonding capacity

V. Submission Instructions

Deadline for Submissions: Friday, June 20, 2025, at 4pm (MT)

(Note: late submissions will not be accepted)

Submission Method: Email or deliver in sealed envelope

Address: Edwards Field House, 450 Miller Ranch Road, Edwards, Colorado 81632

Direct all questions, communication and submittals to the following:

Name: Brad Johnson

Title: Edwards Facility Supervisor Email: bjohnson@mountainrec.org

Phone: (970) 668-7332

VI. Evaluation Criteria

Proposals will be evaluated based on the following:

- Qualifications and Experience 25%
- Project Approach and Schedule 25%
- Cost Proposal 30%
- References and Past Performance 10%
- Local Team 10%

VII. Terms and Conditions

- Mountain Recreation Metropolitan District reserves the right to reject any or all proposals.
- All submitted materials become the property of Mountain Recreation Metropolitan District.
- This RFP does not constitute a contract or offer of employment.
- Any amendments to this RFP must be issued in writing to Mountain Recreation.

Attachments:

Attachment A: Bid Form

Attachment B: Sample Contract

Attachment C: Basis-of-Design Drawings



ATTACHMENT A

Climbing Wall Contractor Bid Form

Request for Proposal (RFP) - Edwards Field House Renovations

RFP No.: 2025-02

Project Overview

Location: 450 Miller Ranch Road, Edwards, Colorado 81632 Owner/Client: Mountain Recreation Metropolitan District

Estimated Budget: To Be Determined

Bid Submissions due: Friday, 6/20/25, by 4pm (MT)

Bidder Information Company Name: Contact Person: Title: Address: Phone: Email: License # and Expiration Date: Scope of Work (Check all that apply): ☐ General Requirements ☐ Concrete ☐ Masonry ☐ Metals ☐ Wood, Plastics and Composites ☐ Openings ☐ Finishes (include padded flooring) ☐ Specialties ☐ Equipment (include all T-Nuts, holds, ropes, auto belays, etc.) ☐ Furnishings ☐ Special Construction ☐ Fire Suppression ☐ Plumbing ☐ HVAC ☐ Electrical ☐ Other: _____ **Base Bid Amount** Total Base Bid Amount: \$ (Includes all labor, materials, equipment, permits, overhead, profit, and applicable taxes)

	ate: etion Date:		
Subcontractors	s (List Key Trades)		
Trade	Subcontractor Name	License #	Contact Info
Bid Inclusions a	& Exclusions		
			<u> </u>
Exclusions:			_
Certification			_
I hereby certify th	nat the information provided in the coord the RFP and all addenda and ents.		-
Signature:			
Printed Name:			
Title:			
Date:			

Colorado, and ____

RECITALS



AGREEMENT FOR CLIMBING WALL CONSTRUCTION SERVICES

RECREATION METROPOLITAN DISTRICT (the "District"), a quasi-municipal corporation of the State of

_____(the "Contractor").

This Agreement entered into this _____ day of _____, 2025 by and between the MOUNTAIN

WHEREAS, the District contemplates that from time to time it will require various contractual services on an as-needed basis; and
WHEREAS, qualified firms interested in providing design, engineering and construction services for the Edwards Field House renovations regarding the renovation of the climbing wall areas has been identified as a project requiring contractor assistance; and
WHEREAS, the District desires to engage the Contractor to render such construction services.
NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the parties do hereto agree as follows:
I. BASIC SERVICES: The Contractor shall provide and be compensated for a scope of services ("Services"), set forth in a written Work Authorization issued pursuant to this Agreement in substantially the form attached to this Agreement as Exhibit A, which Work Authorization shall also set forth the time schedule to be followed ("Time Schedule") and the estimated charges that are to be made ("Charges"). Unless otherwise agreed the Charges shall be calculated pursuant to the Schedule of Fees and Charges attached hereto as Exhibit B. The terms and conditions of this Agreement shall apply to each Work Authorization, except to the extent expressly modified by a subsequent Work Authorization. Where Charges are "not to exceed" a specified sum, the Contractor shall notify the District when the Contractor has a reasonable basis to anticipate that Charges will exceed the "not to exceed" sum and shall not continue to provide the Services beyond such specified "not to exceed" sum unless the District authorizes an increase in the sum, in writing by a subsequent Work Authorization executed by the District's designated representative. Changes in conditions, including, without limitation, changes in laws or regulations occurring after the budget is established or other circumstances beyond the Contractor's control may be a basis for equitable adjustments in the budgeted Charges and Time Schedule which adjustments shall only be made in writing by a subsequent Work Authorization, prior to commencement of any additional work based upon such change in conditions, executed by the District's designated representative.
II. <u>AUTHORIZED REPRESENTATIVES</u> : The officer assigned to administer the Services by Contractor is the only authorized representative to make decisions or commitments on behalf of Contractor. The only authorized representatives to make decisions or commitments on behalf of the District areTom Edwards, Board President, or Ture Nycum, Executive Director, or an alternate designated in writing by either.
III. COMMENCEMENT AND COMPLETION OF WORK:

The Services called for under Section I of this Agreement shall commence only after

The Contractor agrees to begin work upon receipt of the District's written Work

receipt of a Work Authorization from the District.

B.

Authorization and shall proceed in accordance with the Time Schedule as specified therein.

- C. The Contractor will be responsible for completing the Services and other assigned projects as set forth in the Work Authorization within the Time Schedule identified therein. The Contractor will obtain from the District advance written approval of any anticipated changes or modifications to the Time Schedule.
- D. The Contractor shall perform the Services consistent with sound professional practices and with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances and shall comply with and endeavor to incorporate all laws, regulations, codes, and standards applicable at the time the Services are performed.
- E. It is anticipated that the Contractor may require the subcontracted services of subcontractors from time to time in completing the Services under this Agreement. Prior written approval from the District will be required if the Contractor desires to retain such subcontractors, and any agreement between the Contractor and any subcontractor shall state that the subcontractor is, at a minimum, subject to and bound by the terms and conditions set forth herein. The Contractor shall supervise any and all subcontractors in order to ensure that the subcontractors perform the Services consistent with sound professional practices and with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, and shall provide additional oversight of the activities of the subcontractors in order to ensure that the subcontractors comply with and endeavor to incorporate all laws, regulations, codes, and standards applicable at the time the Services are performed.
- F. As a condition of final payment, the Contractor will warrant that the Services have been completed lien-free, and will not be subject to any mechanics liens, chattel mortgages, mortgages, deeds of trust, security agreement or other encumbrances which are not contested and removed in due course.

IV. <u>COMPENSATION</u>:

- A. <u>Charges</u>: The Services to be performed by the Contractor shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, save and except the Charges as identified herein.
- B. <u>Fee Schedule</u>: Compensation for the Services and Additional Services, if any, provided under this Agreement shall be based on the Schedule of Fees and Charges attached hereto.
- C. <u>Payments</u>: Requests for payments during the term of the Agreement will be based on the Fees and Charges schedule attached herein. The District shall be charged only for the exact time and materials associated with the Services. These charges shall be presented to the District each thirty (30) calendar days for review and approval. Billings must be submitted to the District prior to the 5th of the month following the month in which the services are performed in order for payment to be approved by the District's Board of Directors and paid by the end of said month. Each billing shall set forth, in addition to anything else required by this Agreement, the Charges, the amount billed/paid prior to the current billing, and the amount of Charges remaining to be paid for the Services.
- D. <u>Subcontractor Charges to be included in Contractor Billings</u>: All charges of approved subcontractors for which the District has agreed, in writing and advance of their retention, to be responsible for the cost of such retention, shall be paid by the Contractor and billed to the District on an itemized invoiced cost basis.
- E. <u>Finance Charges</u>: Subject to Section VI.C. above, all accounts not paid within sixty (60) days of statement date shall be subject to finance charges. Finance charges shall be computed by applying a single periodic rate of one percent (1%) per month (annual percentage rate of twelve percent (12%)) to the unpaid balance. No finance charges shall accrue on any unpaid balances that the District disputes in the exercise of its discretion. The finance charges set forth in this Section VI.E. shall begin to accrue on

the sixty-first (61st) day following the date on which the Contractor remits its billing statement to the District, if the account remains unpaid and if the District does not reasonably dispute the billing statement of the Contractor at issue.

- V. <u>INDEPENDENT CONTRACTOR</u>: The Contractor is an independent contractor as provided in § 8-40-202(2)(b)(l)-(IV), as amended and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The District is concerned only with the results to be obtained. The work performed by Contractor shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to Contractor for the work performed as provided herein. The District shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. Contractor shall at its sole cost and expense, and without increase in the contract price, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work; pay all taxes, sales taxes, use taxes and all federal and state taxes, insurance contributions for social security and unemployment which are measured by wages, salaries or other remunerations paid to Contractor's employees.
- VI. <u>DISCLOSURE</u>: During the performance of this Agreement and for all time subsequent to completion of the Services, the Contractor agrees not to use or disclose to anyone, except as required in the performance of this Agreement or by law, or as otherwise authorized in writing by the District, any and all information given to the Contractor by the District, or by the Contractor to the District, or which is developed by the Contractor as a result of the performance of this Agreement.
- **VII.** ASSIGNMENT: The Contractor shall not have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempt to assign this Agreement or parts hereof in the absence of such written consent shall be null and void *ab initio*.

VIII. <u>INSURANCE</u>:

- A. The Contractor shall obtain and maintain, at the Contractor's expense Workmen's Compensation and Employer's Liability, Comprehensive, General Liability, Automobile Liability, and Professional Liability, including errors and omissions in amounts and with carriers satisfactory to the District.
- B. A certificate identifying the District as holder evidencing such policies together with the amounts of coverage for the respective types of coverage shall be attached to this Agreement as a condition of this Agreement being effective. Said certificate shall designate that the Contractor and the insurance carrier shall be obligated to give the District thirty (30) days prior written notice of any change in or cancellation of said coverage(s).
- C. If the Contractor subcontracts any portion of the Services for any purpose, said subcontractors shall be required to furnish certificates evidencing satisfactory comparable insurance coverage(s) to the Contractor and the District.

IX. INDEMNITY AND MUTUAL PROTECTION CLAUSES:

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

subcontractors, or others furnishing material, work, or other professional services in connection with this Agreement agree to defend, protect, and indemnify the District and the Contractor and their respective officers, and employees, from and against any claims, losses, damages, expenses, injuries, and liabilities arising out of or in connection with their performance in connection with the Services.

X. TERMINATION FOR CONVENIENCE/SUSPENSION OF WORK:

- A. <u>Termination</u>: The District may terminate all or any portion of the Services for convenience, at its option, by sending a written notice to the Contractor. Termination shall be effective seven (7) days after the District sends the Contractor notice of termination in accordance with Section XIV of this Agreement, unless a later date is specified in said notice of termination; provided that during said seven (7) day period the Contractor shall suspend the performance of Services unless the District specifically agrees otherwise. Pursuant to the provisions of Sections VI.C. through VI.E. of this Agreement, the District shall pay the Contractor within sixty (60) days following receipt of a proper billing statement of the Contractor, which final billing statement shall set forth: (1) the Services performed by the Contractor and its subcontractors through the date of termination; (2) amounts billed by and paid to the Contractors through the date of termination; and (3) unpaid Charges of the Contractor incurred prior to termination.
- B. <u>Suspension</u>: The District may suspend the Services performed by the Contractor at any time upon seven (7) days written notice. Pursuant to the provisions of Sections VI.C. through VI.E. of this Agreement, the District shall pay the Contractor within sixty (60) days following receipt of a proper billing statement of the Contractor, which billing statement shall set forth: (1) the Services performed by the Contractor and its subcontractors through the date of suspension; (2) amounts billed by and paid to the Contractor through the date of suspension; and (3) unpaid Charges of the Contractor incurred prior to suspension. If the work suspension exceeds sixty (60) days from the effective suspension of Services date, the Contractor shall be entitled to renegotiate the Work Authorization and the attendant compensation terms.
- XI. <u>TERMINATION FOR CAUSE</u>: Either party can terminate this Agreement or a Work Authorization for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of a notice of termination, unless a later date is specified in the notice, provided that during said twenty (20) day period the Contractor shall suspend the performance of Services unless the District specifically agrees otherwise. The notice of termination for cause shall contain specific reasons for termination and both parties shall cooperate in good faith to cure the causes for termination stated in the notice. Termination shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. The District shall pay the Contractor upon invoice for Services performed and charges incurred prior to termination. In the event of termination for cause, the Parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.
- XII. NOTICES: Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the District at:

To the District:

Mountain Recreation 52 Lundgren Blvd / PO Box 375 Gypsum, CO 81637 Attn: Ture Nycum, Executive Director with a copy to:

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

To the	Contrac	tor:	

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

- **XIII.** <u>IMMIGRATION LAWS</u>: The Contractor shall comply with any and all federal, state and local laws, rules and regulations regarding the hiring of employees and retention of subcontractors.
- **XIV.** LAW/VENUE: The terms of this Agreement shall be governed by the laws of the State of Colorado. In the event of any dispute between the parties to this Agreement, the venue for the dispute resolution shall be the District Court for and in the county in which the District is located.
- XV. INTEGRATED WRITING AND ENFORCEABILITY: This Agreement constitutes the final and complete repository of the agreements between the District and the Contractor relating to the Services and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. Modifications of this Agreement shall not be binding unless made in writing and signed by an Authorized Representative of each party. The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision. In the event of a legal action for invoice amounts not paid, or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, court costs, and other expenses related to the preparation for and conduct of the legal action.
- **XVI. NO THIRD PARTY RIGHTS**: This Agreement shall not create any rights or benefits to parties other than the District and the Contractor. No third party shall have the right to rely on the Contractor's opinions rendered in connection with the Services without the written consent of the Contractor and the third party's agreement to be bound to the same conditions and limitations as the District.
- **XVII. BINDING AGREEMENT**: This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and permitted assigns of the parties hereto.
- **XVIII.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- **XIX.** <u>APPROPRIATIONS</u>: The Contractor acknowledges and agrees that the District is a political subdivision of the State of Colorado and, as such, (1) any and all financial obligations described hereunder are subject to annual budget and appropriations requirements, and (2) neither the Contractor nor any of the Contractor's subcontractors shall have lien rights against the District, nor against any property lying within the boundaries of the District, in the event of nonpayment of any amount due under this Agreement.

- XX. FORCE MAJEURE: An event of "force majeure" occurs when an event beyond the control of the party claiming force majeure prevents such party from fulfilling its obligations. An event of force majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. In the event of force majeure, the obligations of the Contractor to perform the Services shall be suspended for the duration of the event of force majeure. If Services are suspended for thirty (30) days or more, the Contractor may, in its sole discretion, upon five (5) days prior written notice to the District, terminate this Agreement or the affected Work Authorization, or both. Pursuant to the provisions of Sections VI.C. through VI.E. of this Agreement, the District shall pay the Contractor within sixty (60) days following receipt of a proper billing statement of the Contractor, which billing statement shall set forth: (1) the Services performed by the Contractor and its subcontractors through the date of such termination; and (2) charges of the Contractor incurred prior to the date of such termination.
- **XXI. NO WAIVER OF GOVERNMENTAL IMMUNITY**: The District, its directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as the same may be amended from time to time.
- **XXII. NO PERSONAL LIABILITY.** No elected official, director, officer, agent or employee of the District shall be charged personally or held contractually liable by or to the Contractor under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

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

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

DISTRICT:
MOUNTAIN RECREATION METROPOLITAN DISTRICT a quasi-municipal corporation and political subdivision of the State of Colorado
By: Tom Edwards, Board President
CONTRACTOR:
Ву:

2D Layout:

01

Climbing Wall 1

36 Linear ft of 20 ft tall climbing wall. Terrain progresses from under vertical on the right to slightly overhung on the left. 860sf of terrain with 340 sf of 5.5in dual density flooring. This wall hosts 8 clmbing lanes equipped with belay bars. 1 Access panel.

02

Bouldering Wall

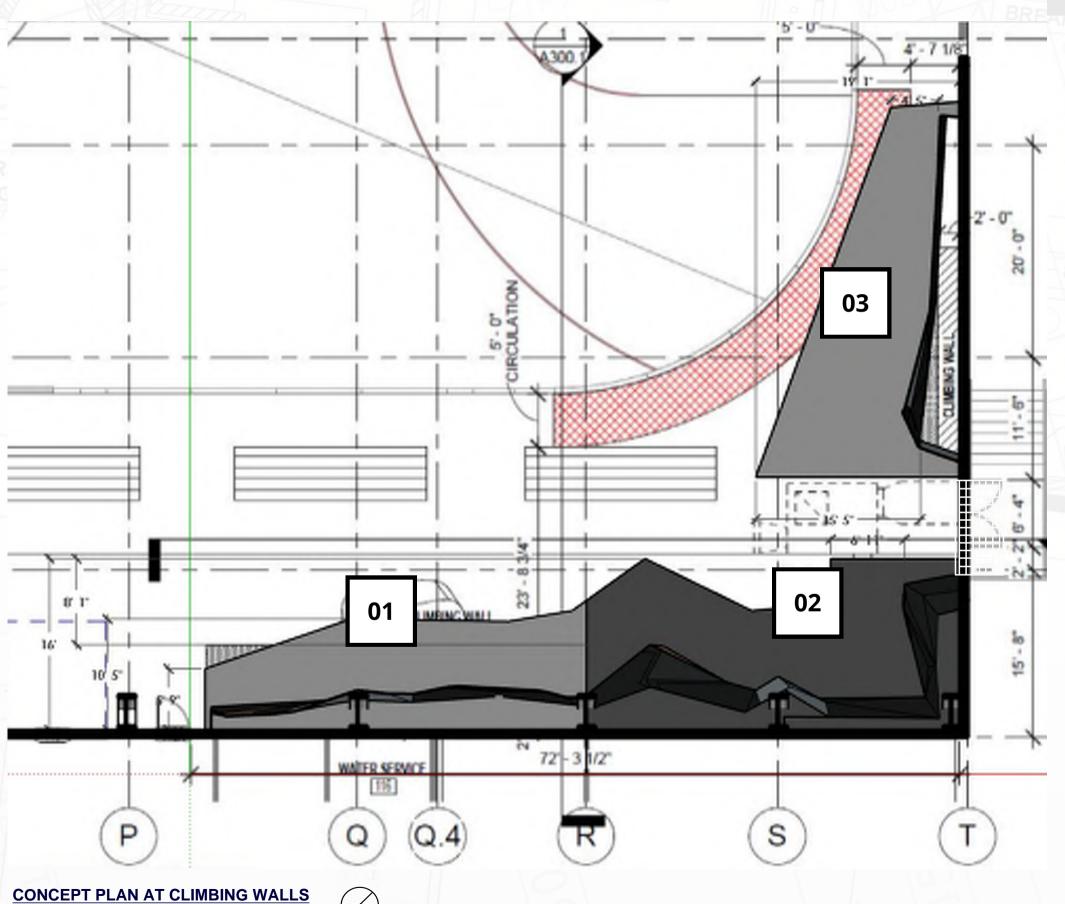
35 Linear ft of 13'-6" ft tall bouldering wall. 740sf of terrain with 395 sf of 12-14in boulder flooring. A top can be built on the boulder totaling 210sf.

03

Climbing Wall 2

36 Linear ft of climbing wall that ranges from 26ft on the right to 35 ft tall on the left. This wall has more varied terrain than Wall 1. 1160 sf of terrain with 370 sf of 5.5in dual density flooring. This wall hosts 8 clmbing lanes equipped with belay bars and lead anchors. Four (4) 4ft x 6ft flip-up pads can be used at the left four climbing lanes to allow for walkway clearance. 1 Access panel.







Conceptual Renders

Photorealistic visuals that bring the design to life, showcasing key features, aesthetics, and atmosphere. These renders provide a tangible glimpse into the final vision, though final colors and finishes may vary.

