



**Request for Proposal
RFP-4738-20-DH**

**Real Estate Broker Services for
Property Parcels Located within the
Riverfront at Dos Rios
Grand Junction, CO**

RESPONSES DUE:

January 30, 2020 prior to 3:30 PM

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System
(RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

970-244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide real estate broker services for property within the Riverfront at Dos Rios. to be redeveloped as a light industrial, commercial, residential, or mixed-use project.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>).*** *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/business-and-economic-development/bids/> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).
- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline

date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.15 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.16 Sales Tax: The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.17 Public Opening: Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

2.3. Permits, Fees, & Notices: The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The

Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the services under a contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of services performed and materials placed in accordance with the Contract Documents. The services performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services and services to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.6. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.

- 2.8. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.9. Uncovering & Correction of Services:** The Firm shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.

- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.20.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.20.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.22. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

- 2.25. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.26. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.32. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.41. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this

proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.43. Definitions:

- 2.43.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Firm to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.43.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.3. "Firm" is the person, organization, firm or Firm identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.
- 2.43.4. "Sub-Contractor" is a person or organization who has a direct contract with the Firm to perform any of the services at the site. The term Sub-Contractor is referred to throughout the contract documents and means a Sub-Contractor or his authorized representative.

2.44. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations

assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

3.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

41. General/Background:

The City of Grand Junction is requesting proposals from local commercial real estate

brokers/firms to assist with the sale, lease or other transactions involving real estate parcels located at the Dos Rios Riverfront area. The City seeks fair market value compensation, and will work with the selected broker to develop a strategic plan to achieve this goal. All potential transactions must be submitted for City Council approval prior to closing. It is the intent of this RFP to award the successful broker/firm an independent service contract to provide real estate services to the City as outlined herein.

The selected broker will be expected to coordinate work on transactions with the City's counsel and staff. The selected broker will also communicate with the City Council when required. The City of Grand Junction reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this request for proposal. Any desire to modify terms of the contract must be clearly and specifically stated in the proposal submitted and agreed to by the City before a contract is executed.

The Riverfront at Dos Rios is a 58.8-acre City-owned property that will be shovel ready for development in Fall 2020. The purpose of this RFP is to obtain proposals from qualified professional developers to purchase and develop property (all or part) within Riverfront at Dos Rios. The Planned Development includes a variety of allowable and conditional uses with the primary land uses being categorized as light industrial, commercial, residential, or mixed use. The property will be offered for sale to the successful developer, subject to the development restrictions set forth herein and successful negotiations. The Owner reserves the right to reject any or all responses.

This property offers a unique opportunity to be a part of a significant riverfront development within the City. Located at the confluence of the Gunnison and Colorado River this property was purchased by the City in 1990 and has undergone significant clean-up since the city's acquisition of the property. The intent of the city is to utilize the property to create a vibrant mixed use development along the riverfront.

The property is located on the north bank of the Colorado River between the Highway 50/railroad bridge and the Riverside neighborhood. The property has two points of direct access onto the Riverside Parkway. Since acquisition, the property has been cleared, the Riverfront Trail extended, and a backwater pond for endangered fish created between the trail and River. North of the property is the historic Riverside neighborhood with a traditional street grid and the Dual Immersion school (Spanish). The Riverside neighborhood has a direct connection to Broadway Avenue (SH 340) and excellent pedestrian and bicycle access west to downtown utilizing a pedestrian bridge over the railroad tracks. The neighborhood also has direct pedestrian and bicycle access to the "Lunch Loops" trail system via paved path (currently under construction).

The Riverfront at Las Colonias is located just one-quarter mile to the east along the Colorado River. The City has invested over \$12 million in the development of the Riverfront at Las Colonias that will be completed in 2019 and will provide a dog park, public plaza and festival area in addition to the already constructed amphitheater, tot lot and botanical gardens. The park also provides a 15-acre business park and the

headquarters for RockyMounts and Bonsai will begin construction in 2019. Dos Rios is connected to Las Colonias via the Riverfront Trail and by Riverside Parkway.

The City envisions this development as a vibrant medium to high density mixed used area focusing on employment with light industrial “makerspaces,” residential opportunities as well as lifestyle retail, dining and experiential services. The plan includes a linear park along the river bank and the City has designed the infrastructure of the site to focus on the unique riverfront experience as well as the desire to create a walkable pedestrian environment. Buildings are envisioned to be contemporary, compact, vertical and designed with visual interest with a little bit of funk, style and craft.

All supporting documentation can be found on the City’s website at <http://www.gjcity.org/business-and-economic-development/dos-rios>

4.2. Special Conditions/Provisions:

4.2.1 Fees: Fee proposal shall be all inclusive. Provide a complete list of all Fees associated including commission rate for the selling of property. State any other costs the City may anticipate relating to the real estate services provided.

All fees will be considered by the Owner to be negotiable.

4.3. Resources:

Overview. A vicinity map and an overview site plan of the Riverfront at Dos Rios was developed that indicates the areas of the property for sale is provided as Exhibit 1 and Exhibit 2. The following is the list of areas offered for sale (in full or in part):

Land Use & Area	Approximate Acreage
MU - 1	1.9 acres
MU - 2	4.06 acres (includes newly acquired acreage)
MU - 3	2.4 acres
MU - 4	1.3 acres
MU - 5	2.0 acres
LI/1 - 1	3.42 acres
LI/C - 2	5.09 acres

Zoning. With the input of community stakeholders, the City developed a conceptual plan for the Dos Rios property in 2018. Based on the concept plan, the City approved a Planned Development Zoning with an Outline Development Plan in April 2019. The zoning for the property includes development pods identified for specific types of uses. Development pods are identified for specific types of uses, including

- ~15.8 acres for Parks and Recreation
- ~ 9.5 acres for Light Industrial/Commercial
- ~ 6.5 acres for Mixed Use both residential/commercial
- ~ 3.7 acres for Mixed Use/Outdoor Recreation

Included within the PD are design standards for the development that encourage contemporary architecture but allow creative and innovative building forms within the development. The approved PD zoning ordinance is attached and should be reviewed in its entirety. The PD contains requirements for land uses, bulk standards, access, parking, landscaping, service areas, outdoor storage, fencing, lighting, signs, and architectural standards.

Since creating the PD, the City has acquired additional parcels in this area. Two parcels at 603 Lawrence of 1.16 acres (parcel number 2945-221-01-008) are intended to be included in an amended PD and incorporated into the Mixed Use (MU-2) Pod. Additionally, the City has acquired .223 acres of property at 206 Lila Avenue (2945-221-01-005 and 2945-221-00-143). This acreage is intended to be included in an amended PD and incorporated into the Light Industrial/Commercial (LI/C-1) Pod.

Drone video imagery of the site is available on the City's webpage dedicated to this project at https://www.youtube.com/watch?v=dIPNkQk_UwU&feature=youtu.be

Illustrative Drawings. In 2019, the City commissioned an architect to model the site and provide drawings of potential buildings that reflect the City's vision for the site regarding density, community amenities, massing and basic building form. These drawings are intended to be illustrative in nature and though the City likes the result, are not intended to be prescriptive regarding any proposal, such as the building typology, architecture style, size or location of the specific buildings.

Platting. The property has not yet been platted and will be platted consistent with a proposal for land purchase and development resulting from this RFP. All development pods can be subdivided to accommodate specific development proposals, however the relocation of roads will not be considered.

Existing Property Owners. The Mixed-Use Outdoor Recreation (MU-OR) area of 4.1 acres also has been sold for a project called El Jet's Cantina and the Sky Outpost. This project includes a restaurant/cantina, an approximately 80 lodging casitas and RV spaces available for rent. These two properties are currently planning construction beginning Spring of 2020. A third property that is located off of Dos Rios Drive is also available for office, light industrial and business residence.

GID Financing. The total Riverfront at Dos Rios Project is estimated at \$13.4 million. Xcel Energy has agreed to fund and relocate the powerline at a cost of \$1.7 million and the City Council has authorized \$1.6 million for property acquisition and site work to be funded with capital and General Fund dollars. Staff is working on a funding structure for the remaining \$10.1 million. With the assistance from financial advisor D.A. Davidson, a funding structure is being developed using a combination of a General Improvement District that will establish a mill levy on property owners to generate revenue to service approximately \$5 million in debt, as well as Tax Increment Financing to service a \$5 million in debt issuance by the DDA. The City is currently working to form a General Improvement District (GID) for this property and expects the resulting district to have a mil levy ranging from 5 to 30 mils though the

authorization for the district will be up to 50 mills. This additional property tax (mill levy) will be utilized to pay the debt service on bonds that will be issued to finance the infrastructure improvements necessary to develop the property. The term of this debt will be between 20 and 30 years. The formation of the was approved on the ballot in November, 2019. The City will be exploring some non-traditional infrastructure such as electric vehicle charging stations that would be largely funded from grant dollars.

Infrastructure Improvements The infrastructure cost include the cost for developing the street network, grading and fill, including curb, gutter and sidewalks, providing water, sewer, utility and drainage infrastructure as well as the relocation of the power lines to a center median along Hale Avenue. Also included in infrastructure improvements is the construction of the public parking area located in the central portion of the Plan. The City has commenced infrastructure improvements of a Phase 1 area and plans for all required infrastructure to be completed in Fall 2020.

Required Improvements. Each successful proposer will be responsible for the completion of those site-specific improvements required for the use of their property and associated building.

Floodplain. The cost of infrastructure improvements also includes augmenting the site with significant fill with the intent to bring the base flood elevation of new construction out of the mapped floodplain. Generally, fill will be brought to an elevation of 4560 to 4561 feet across the site as a whole. In most areas of the site, property owners will be required to raise the base flood elevations of their buildings by approximately one to two feet in order for the finished floor elevation of buildings to be one-foot above base flood elevation. This will be site specific and the property owner will be required to apply for a Letter of Map Revision based on Fill (LOMR-F) in order to be removed from the floodplain and subsequent floodplain insurance requirements. LOMR-Fs are processed through the Federal Emergency Management Agency (FEMA).

Environmental Issues. In 2018, the City identified through core sampling the need for some environmental cleanup of miscellaneous debris based on initial investigations on land in the eastern portion of the property and proposes to clean these areas up as part of the infrastructure improvements for the development.

The City recommends completion of a Phase I environmental report for potential buyers and buyers may consider conducting site-specific core sampling.

CDPHE has installed multiple ground water monitoring wells and obtained soil and ground water samples in 2018 from the west end of the site (former Hansen Container/Jarvis site). The results of this sampling indicates the ground water at the site is contaminated with low levels of volatile organic compounds (VOCs) which pose a minimal risk to future housing or development in the impacted area. The City is also working with CDPHE through their Targeted Brownfields Assessment (TBA) program to review all previous Phase I reports and conduct a Phase 2

environmental assessment of the remainder of the Dos Rios property. This is to be completed fall 2019.

Parks and Open Space. In June 2019, the City broke ground on a nearly \$1.1 million redevelopment of the Riverside Park just north of the Riverfront of Dos Rios. The redeveloped park space will include a restroom/shelter, raw water line extension, realignment of the Riverfront trail with a 10-foot wide concrete surface and will include a mix of natural and manicured space. In addition, park improvement work will be continued into the Dos Rios site with the development of a bike playground. The master plan for this park is attached.

Redevelopment Incentive. The property is located within the City's Redevelopment Area which qualifies development for a reduced payment (currently 50% with an additional reduction per story of building) of the required Transportation Capacity Payment (TCP) fees.

Opportunity Zone. This property is located within an Opportunity Zone.

Enterprise Zone. This property is located in an Enterprise Zone.

Downtown Development Authority. The property is included in the City's Downtown Development Authority which utilizes tax increment funding (TIF) for improvements within the district's boundaries.

Water Tap Fees and Sewer Plant Investment Fees. Developers will be responsible for the purchase of water tap fees and sewer plant investment fees. These fees are calculated by the type of use and the number of units. To help estimate fees, please review the information found on this page:

<http://www.gjcity.org/residents/pay-my-utility-bill/new-construction-and-connection-to-system/>

Written Agreements Required: When a parcel(s) is sold, the selected developer must be willing to enter into certain agreements with the Owner that describe the type, size, and timeframe for development. These agreements include, but may not be limited to:

1. Letter of Intent
2. Contract for the Purchase and Sale Agreement for purchase of the Property.
3. Development Agreement, to include:
 - description of the proposed development,
 - intended uses and target market,
 - proposed benefits of project to area and/or community,
 - detailed schedule identifying the anticipated timing of the development and,
 - proposed method of financing project

4.4. Scope of Services: The successful firm shall agree to contract with the City of Grand Junction to provide the following:

- Develop and implement marketing strategies for sale of property to yield the highest financial benefits for the City;
- Provide reporting to the Project Manager regarding current/new marketing efforts, contacts/leads, and other developments;
- Maintain timely telephone and/or email contact with the Project Manager when there are active interests and transactions;
- Consult with the City staff relating to services provided. Presentations at public meetings may be required;
- Negotiate with potential buyers on behalf of the City;
- Coordinate with City legal counsel on real estate transaction closing(s);
- Handle all other activities and services customarily associated with real estate Transactions.

4.5. Attached Documents:

- Exhibit 1. Vicinity Map
- Exhibit 2. Overview Site Plan
- Exhibit 3. Riverfront at Dos Rios PD Boundary
- Exhibit 4. The Riverfront at Dos Rios Planned Development and Outline Development Plan Zoning Ordinance
- Exhibit 5. Illustrative Site Drawings
- Exhibit 6. Riverside Park Redevelopment Plan
- Exhibit 7. Bike Playground Concept Plan (Bike Playground)

Online Documents: (These documents and maps are only found online)

- City of Grand Junction Zoning and Development Code
- Floodplain Maps
- Final Roadway Geometry
- Riverfront at Las Colonias Park and Business Park Plan
- River District Vicinity Map

4.6. RFP Tentative Time Schedule:

- | | |
|--|-------------------------------|
| • Request for Proposal available | January 4, 2020 |
| • Inquiry deadline, no questions after this date | January 21, 2020 |
| • Addendum Posted | January 23, 2020 |
| • Submittal deadline for proposals | January 30, 2020 |
| • Owner evaluation of proposals | January 31 – February 7, 2020 |
| • Interviews (if required) | February 14, 2020 |
| • Final selection | February 20, 2020 |
| • Letter of Intent | February 21, 2020 |
| • Contract execution | March 4, 2020 |

4.7. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation/Marketing Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Fee Proposal:** Fee proposal shall be all inclusive. Provide a complete list of all Fees associated including commission rate for the selling of property. State any other costs the City may anticipate relating to the real estate services provided. All fees will be considered by the Owner to be negotiable.
- F. Financial Statements:** Should a proposal be selected for an interview, the City may request the proposer provide a financial statement. Any financial statement would be required to be prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate,

which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

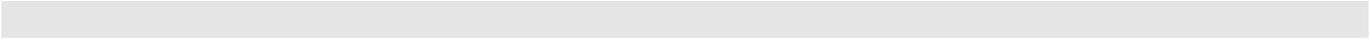
- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- **Responsiveness of Submittal to the RFP**
(Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- **Understanding of the Project and Objectives**
(Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- **Experience**
(Firm's proven proficiency in the successful completion of similar projects.)
- **Necessary Resources/Capability**
(Firm has provided sufficient information proving their available means to perform the required scope of work/service; to include appropriate bonding, insurance and all other requirements necessary to complete the project.)
- **Strategy & Implementation/Marketing Plan**
(Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation/Marketing Plan for details.)
- **References**
(Proof of performance in projects of similar scope and size from previous clients. See Section 5.0 Item E – References.)
- **Fees**
(All fees associated with the project are provided, complete, comprehensive, and reasonable.)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, Firm, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner reserves the right to invite the most qualified rated proposer(s) to participate in oral interviews, if needed.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm.
- 

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-4738-20-DH Real Estate Broker Services for Property Parcels Located within the Riverfront at Dos Rios, Grand Junction, CO

Offeror must submit entire Form completed, dated and signed.

The Owner reserves the right to accept any portion of the services to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: _____

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

EXHIBIT 1

VICINITY MAP



OVERVIEW SITE PLAN



RIVERFRONT AT DOS RIOS PD BOUNDARY

Dos Rios PD Boundary



Date: 2/23/2019

1 inch = 376 feet



**CITY OF GRAND JUNCTION, COLORADO
ORDINANCE 4849**

**AN ORDINANCE APPROVING A REZONE TO PLANNED DEVELOPMENT (PD)
AND AN OUTLINE DEVELOPMENT PLAN (ODP) FOR
THE RIVERFRONT AT DOS RIOS**

**LOCATED ON THE NORTHEAST BANK OF THE COLORADO RIVER
BETWEEN HIGHWAY 50 AND HALE AVENUE**

Recitals:

The requested Planned Development (PD) zoning and Outline Development Plan (ODP) will establish the uses, standards and general configuration of the proposed Riverfront at Dos Rios mixed use development on approximately 56.8 acres located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue. The request for the rezone and ODP have been submitted in accordance with the Zoning and Development Code (Code).

This Planned Development zoning ordinance will establish the standards, default zoning of Business Park (BP), land uses and design standards and guidelines for the ODP for the Riverfront at Dos Rios.

In public hearings, the Planning Commission and City Council reviewed the request for the proposed ODP and determined that the ODP satisfied the criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan. Furthermore, it was determined that the proposed ODP has achieved "long-term community benefits" by effective infrastructure design; providing for ongoing and enhanced recreational opportunities; protection and/or preservation of natural resources, habitat areas and natural features; and innovative design.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS ZONED TO PLANNED DEVELOPMENT WITH THE FOLLOWING DEFAULT ZONE AND STANDARDS:

A. This Ordinance applies to the following described properties and depicted in Exhibit A:

ALL of Lots 3, 4, 5, 6, 7 and that portion of Lot 9 lying East of the East edge of water for the Colorado River, Jarvis Subdivision Filing One, as same is recorded with Reception Number 2790938, TOGETHER WITH, Lot 13 of Jarvis Subdivision Filing Three, as same is recorded with Reception Number 2834555, all in the Public Records of Mesa County, Colorado, including all public rights of way within said Jarvis Subdivisions Filings One and Three.

CONTAINING 56.8 Acres, more or less, as described.

B. The Riverfront at Dos Rios Outline Development Plan (Exhibit B) is approved with the Findings of Fact and Conclusions listed in the Staff Report, including attachments and exhibits.

C. Phasing of the Riverfront at Dos Rios Planned Development shall be per the validity standards of GJMC Section 21.02.080(n).

D. If the Planned Development approval expires or becomes invalid for any reason, the properties shall be fully subject to the default standards of the BP Zoning District.

E. The default zone shall be BP with the following deviations to the dimensional standards. Additions/revisions noted in **red type**.

Primary Uses			
Employment, Light Manufacturing, Multifamily, Retail , Commercial Services			
Lot			
Area (min. acres)	± No Minimum except .5 in LI/C		
Width (min. ft.)	400 25		
Frontage (min. ft.)	n/a		
Setback	Principal		Accessory
Front (min. ft.)	45	0-10*	25 10
Side (min. ft.)	0		45 3
Side-abutting residential (min. ft.)	40	-	5
Rear (min. ft.)	40	0	25 5
Bulk			
Lot Coverage (max.)	n/a		
Height (max. ft.)	65 except 40 feet in Mixed Use Area 4		
Density (min.)	8 12 units/acre		
Density (max.)	24 units/acre No Max		
Building Size (max. sf)	n/a		

* Refer to the Architectural standards

F. The allowed land uses shall be assigned by areas as depicted on the Outline Development Plan (ODP) and summarized in the table below. Uses will be as defined

and shall be consistent with GJMC Codes and Standards as amended. A = Allowed; C = Conditional Use; Blank = Not Allowed

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
ALLOWED LAND USE				
Business Residence	A	A	A	
Multifamily	A			
Single Family Attached *	A			
Home Occupation	A	A	A	
Small Group Living Facility	A			
Large Group Living Facility	A			
Unlimited Group Living Facility	A			
Rooming/Boarding House	A			
Colleges and Universities	A	A		
Vocational, Technical and Trade Schools	A	A		
Community Activity Building	A	A	A	A
All Other Community Service	A	A	A	A
Museums, Art Galleries, Opera Houses, Libraries	A	A		
General Day Care	A	A		
Medical and Dental Clinics	A	A		
Counseling Centers (Nonresident)	A	A		
All Other Hospital/Clinic	C	A		
Physical and Mental Rehabilitation (Resident)	C			
Parks, Lakes, Reservoirs, Other Open Space	A	A	A	A
Religious Assembly	A	A	A	
Boarding Schools	A			
Elementary Schools	A			

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
ALLOWED LAND USE				
Secondary Schools	A			
Utility Service Facilities (Underground)	A	A	A	A
All Other Utility, Basic	A	A	A	A
Transmission Lines (Above Ground)	A	A	A	A
Transmission Lines (Underground)	A	A	A	A
All Other Utility Treatment, Production or Service Facility	C	C	C	C
Entertainment Event, Major				
Indoor Facilities	A	C		
Outdoor Facilities	C	C	C	C
Hotels and Motels	A	A	A	
Short-Term Rentals	A	A	A	
General Offices	A	A		
Recreation and Entertainment, Outdoor				
Campgrounds and Camps (nonprimitive)	A		A	
Resort Cabins and Lodges	A		A	
Amusement Park, Miniature Golf			A	
Campgrounds, Primitive				A
Swimming Pools, Community			A	
All Other Outdoor Recreation			A	A
Recreation and Entertainment, Indoor				
Health Club	A	A	A	
Movie Theater, Skating Rink, Arcade	A			
All Other Indoor Recreation	A			
Alcohol Sales, Retail	A			
Bar/Nightclub	A	A	A	
Animal Care/ Boarding/Sales, Indoor	A	A		

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
ALLOWED LAND USE				
Animal Care/ Boarding/Sales, Outdoor		A		
Food Service, Restaurant (Including Alcohol Sales)	A	A	A	
Farmers' Market	A	A	A	
General Retail Sales, Indoor Operations, Display and Storage	A	A	A	
Produce Stands	A	A	A	
Personal Services	A	A		
All Other Retail Sales and Services	A	A	A	
Manufacturing Indoor Operations and Storage				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
Manufacturing Indoor Operations and Outdoor Storage				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
Telecommunications Facilities				
Facilities on Wireless Master Plan Priority Site in Accordance with Wireless Master Plan Site-Specific Requirements	A	A	A	A
Temporary PWSF (e.g. COW)	A	A	A	A
Co-Location	A	A	A	A
Tower Replacement	A	A	A	A
Dual Purpose Facility	A	A	A	A
DAS and Small Cell Facilities	A	A	A	A
Base Station with Concealed Attached Antennas	A	A	A	A

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
Base Station with Non-Concealed Attached Antennas	C	C	C	C
Tower, Concealed	C	C	C	C
Bus/Commuter Stops	A	A	A	A

* **Single Family Attached.** A one-family dwelling **attached** to one or more other one-family dwelling by common walls and located entirely on its own lot.

G. DESIGN GUIDELINES AND STANDARDS FOR THE DOS RIOS PLANNED DEVELOPMENT

1. SITE DEVELOPMENT

A. Access

In order to maximize the on-street parking available for residents, employees and customers of all properties within the development, site access to the public streets shall be minimized and shared to the greatest extent feasible.

B. Parking

Streets within Riverfront at Dos Rios shall be constructed and access controlled so as to allow and encourage on-street parking on both sides of the street. There will also be a common public parking lot located near the center of the development. Combined, there will be approximately 350 common parking spaces available for residents, employees, and customers of all properties within the development to utilize. In addition, it is anticipated that a number of uses within the development will be able to share parking due to overlapping hours of operation and demand.

1. Off-street parking for uses developed with the Riverfront at Dos Rios shall be minimized as much as feasible.

Mixed Use Areas 3 and 4: No Parking Requirement

All Other Areas: Provide 1 off-street parking space per residential unit and provide 25 percent of off-street parking as required by GJMC Section 21.06.050(c) for all other uses. An alternative parking plan may be provided

under 21.06.050(e)(e).

2. Off-street parking for multifamily or mixed use development shall not be located in the front yard setback. Parking shall be in the rear or side yards or that area which is less visible from public street rights-of-way or the Riverfront Trail.
3. Develop pedestrian links between the on-street sidewalk and building entrances and between parking areas and rear or side entrances or public access points.

C. Landscaping

The intent of landscaping within the Riverfront at Dos Rios is to create overall visual continuity throughout that is sensitive to, and blends with, the visual character of adjacent areas. Landscaping will enhance the aesthetics of the overall site, particularly as it is viewed from the perimeter public streets (Hale Avenue and Riverside Parkway) and from the Riverfront Trail.

1. Street Frontage Landscaping. Within all land use areas, the owner shall provide and maintain a minimum 10-foot wide street frontage landscape area adjacent to the public right-of-way except no street frontage landscaping is required when the setback for a building is 10 feet or less.
2. Parking Lot Landscaping. Perimeter and interior landscaping of parking lots is required per GJMC Section 21.06.040(c).
3. All other areas on any site not used for building, storage, parking, walks, access roads, loading areas and other outdoor hardscape areas, including adjacent undeveloped right-of-way shall be suitably graded and drained, and planted and maintained with mulch, groundcover, flowers, trees and/or shrubs.
4. Landscaping/Screening Buffer. No landscaping/screening buffer is required between adjacent uses with the exception of screening service entrances, loading areas and dumpster areas which shall be screened from adjacent residential uses.
5. Plant Material and Design. Xeric landscaping principles will be implemented. Vegetation must be suitable for the climate and soils of the Grand Valley. The Director may allow the use of any plant if sufficient information is provided to show suitability. Noxious weeds are not allowed. Size of plants at planting shall meet requirements of GJMC Section 21.06.040(b)(5).

D. Service Entrances, Loading and Dumpster Areas

1. Service entrances, loading areas and dumpster areas shall be oriented in the rear or side yard only so as to minimize the impact on the public view corridors, areas open for public enjoyment and areas of residential use.
2. Operation of loading areas shall not interfere with traffic circulation such as drive aisles, pedestrian areas and public streets unless outside of regular business hours.

3. Shared loading areas are encouraged among tenants of a building or with neighboring buildings.

E. Outdoor Storage and Display

1. Where allowed as accessory to a primary land use or structure, outdoor storage shall be located on a site where least visible from a public right-of-way or Riverfront Trail.

2. If allowed, outdoor storage areas shall be screened in accordance with GJMC Section 21.04.040(h). Acceptable screening consists of any combination of fences, walls, berms and landscaping that is approximately six feet in height and provides a permanent, opaque, year-round screening around the entire perimeter of the outdoor storage area. Plant materials are encouraged as screening. Fences shall only be made of materials referenced in the Fencing section below.

3. Display area for portable retail merchandise (items that can be taken inside at the close of business) is allowed, provided it meets the requirements of GJMC Section 21.04.040(h)(3).

4. Location of permanent outdoor display areas shall be established with site plan approval.

F. Fencing

1. All fencing shall be made of either wood, vinyl, wrought iron or masonry wall materials. No chain link or wire fencing of any kind is allowed with the following exceptions: a) All development within the Light Industrial/Commercial areas; and b) a wire grid other than chain link may be set within a wooden or masonry frame in all areas.

2. Fencing on an individual site for purposes of enclosing a site is strongly discouraged however, it may be allowed for specific reasons such as public safety, protection of equipment and materials or for liquor license compliance. Fencing may be used to enclose an outdoor space (e.g. dining/patio) and shall be no taller than 42 inches (3.5 feet). If feasible, provide an opening in these enclosures if adjacent to the Riverfront Trail.

3. The maximum height of any fence in the Light Industrial/Commercial areas of the Riverfront at Dos Rios is 8 feet. Maximum height of all other fencing in the development is 6 feet unless an outdoor space enclosure as above.

4. Fences shall be kept in good repair and condition at all times. Maintenance of fencing shall be the responsibility of the property owner on the site upon which the fencing is located.

G. Lighting

1. All new land uses, structures, building additions, parking areas or other outdoor areas within the Riverfront at Dos Rios development shall meet the following lighting standards.

- a. No outdoor lights shall be mounted more than 35 feet above the ground. Lighting located near buildings and adjacent to sidewalks shall not exceed 12 feet in height.
 - b. All outdoor lights shall use full cutoff light fixtures except for pedestrian lighting under 3 feet in height (e.g. pathway lighting).
 - c. Outdoor lighting for mixed use and industrial areas are encouraged to be used only during business hours. Light fixtures on timers and/or sensor-activated lights are encouraged to minimize overall lighting on a site and within the development.
 - d. Architectural lighting shall not be used to draw attention to or advertise buildings or properties. Architectural lighting may be used to highlight specific architectural, artistic or pedestrian features with the intent of providing accent and interest or to help identify entryways.
2. A lighting plan shall be submitted for all parking lots that contain 30 spaces or more.
 - a. The lighting plan shall detail the location and specifications of all lighting to be provided on site. An ISO foot candle diagram shall also be provided to indicate the level and extent of proposed lighting.
 - b. Where nonresidential uses abut residential uses, the Director may require a lighting plan for lots that contain fewer than 30 parking spaces.
 - c. Lighting intensity shall meet the requirements of GJMC Section 21.06.080.

H. Signs

1. Flush wall signs, projecting signs and monument signs shall be the only sign types allowed within the Riverfront at Dos Rios except roof-mounted signs may be allowed within the Mixed Use/Outdoor Recreation areas.
2. Monument signs shall be located no closer than 2 feet from the front property line.
3. Total sign area shall not exceed 25 square feet per street frontage in the Mixed Use Areas 1, 2 and 3 all Parks and Recreation areas. The maximum size for any sign in these areas is 25 square feet. An additional sign of up to 25 square feet in size may be placed on the Riverfront Trail side of properties within Mixed Use Area 4.
4. Total sign area shall not exceed 100 square feet per street frontage in the Mixed Use Outdoor Recreation and Light Industrial/Commercial areas. The maximum size for any sign in these areas is 50 square feet.
5. In all land use areas, the sign allowance for one street frontage may be transferred to a side of a building that has no street frontage but cannot be transferred to another street frontage.

6. In all land use areas, monument signs shall not exceed 8 feet in height.
7. Sign lighting, if desired, must only illuminate the sign face and shall not produce glare. Individual letters used in the sign may be internally illuminated, but full backlit, cabinet signs are not allowed. In the Mixed Use area, signs are encouraged to only be lighted during business hours.
8. Off-premise advertising signs, digital signs, digital display signs, and electronic signs of any type are not permitted within Riverfront at Dos Rios.
9. All proposed signage should be depicted on the site plan and approved concurrent with the site plan.

2. ARCHITECTURAL STANDARDS

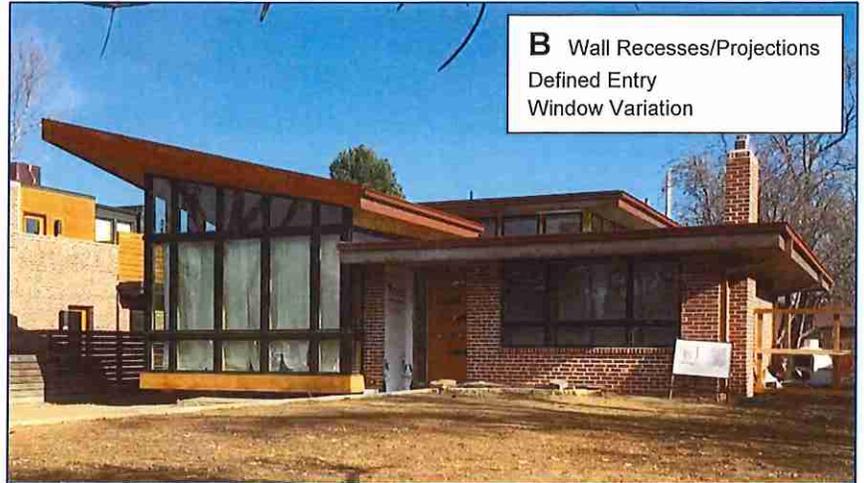
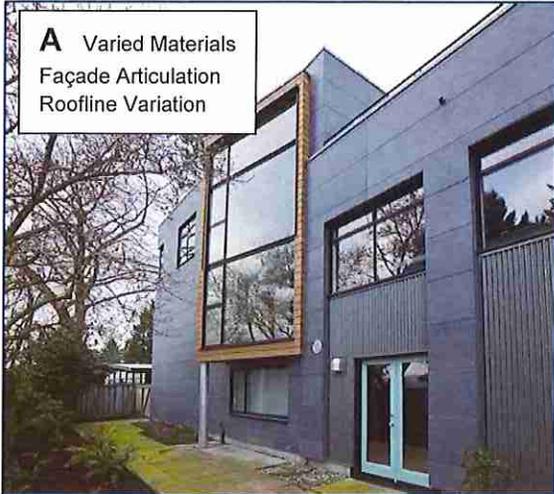
It is the intent of the following provisions that all structures shall be designed and constructed in a manner that provides an aesthetically pleasing appearance and be harmonious with the overall Riverfront at Dos Rios development.

A. All buildings shall be designed to include at least four of the following elements to create the desired overall character of the development, increase visual interest and create continuity of mass and scale. Refer to examples A and B below.

1. Variation of materials, texture or surface relief on exterior facades to break up large building forms and walls.
2. Façade articulation/modulation such as recessed and projecting elements or defined, smaller bays.
3. Roofline variation, vertically or horizontally, that adds visual interest such as overhang/eaves, multiple planes, raised cornice parapets over doors or bays and peaked roof forms.
4. Wall recesses or projections that break up scale and massing.
5. Defined entry: façade feature that emphasizes the primary building entrance through projecting or recessed forms, detail, color and/or materials.
6. Window sizes and shapes which break up the façade and provide visual variety and a pedestrian character.
7. Extension of building space to outdoor pedestrian space that is integrated with the overall building design.
8. Other architectural details that provide visual interest such as:
 - use of accent colors
 - awnings or porticoes

- other variations in materials, details, surface relief and texture.

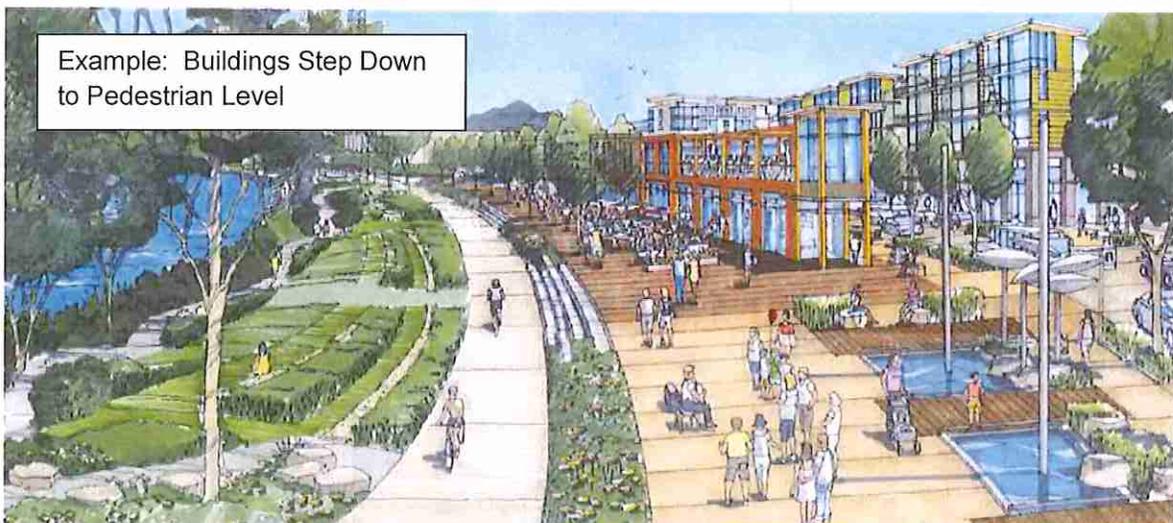
9. Building(s) on the site utilize renewable energy sources or passive solar.

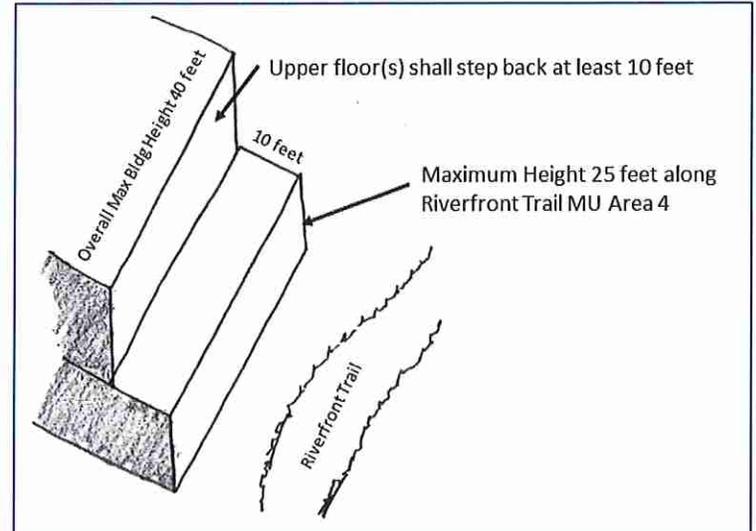
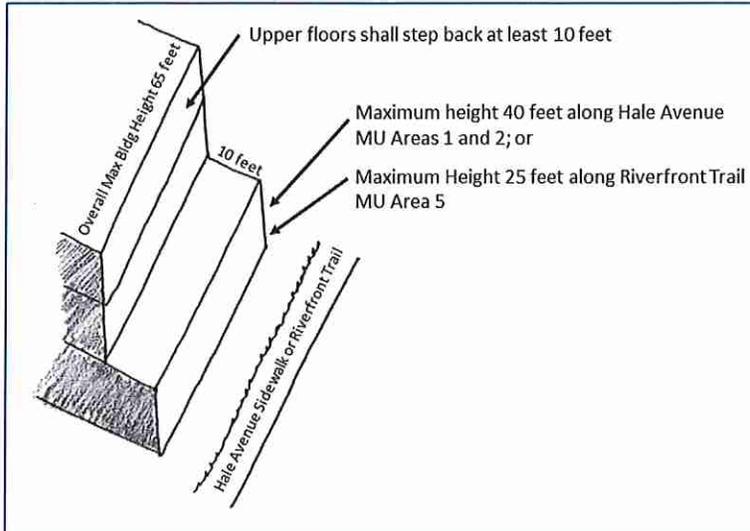


B. Buildings along Hale Avenue in Mixed Use Areas 1 and 2 shall be set back a minimum of 10 feet from the right-of-way.

C. Buildings and structures along the Riverfront Trail (Mixed Use/Outdoor Recreation and Mixed Use Areas 4 and 5) shall be set back a minimum of 10 feet from the property line.

D. Scale and massing of buildings or portions of buildings along Hale Avenue and the Riverfront Trail shall be of pedestrian scale. Buildings in these area shall step down such that the façade facing Hale Avenue is no taller than 40 feet and no taller than 25 feet if facing the Riverfront Trail. Minimum depth of the step back shall be 10 feet.





E. Exterior building materials shall be durable, well maintained and of a high quality.

F. Colors, materials, finishes and building forms for all buildings shall be coordinated in a consistent and harmonious manner on all visible elevations, facades and sides of the building.

G. All roof-mounted mechanical equipment, roof structures, and the like shall be shielded or screened from view from the public rights-of-way and the Riverfront Trail. Materials used for shielding or screening shall be harmonious with the materials and colors used in roof.

H. For all commercial buildings or buildings that have commercial uses on the first floor, glass/transparent material shall be used at a building entrance or on exterior walls, where appropriate, to invite public interaction on a pedestrian level and provide enhanced natural lighting.

I. Buildings in the Mixed Use areas, shall provide an entrance providing both ingress and egress, operable during normal business hours, on the street-facing facade. Additional entrances off another street, pedestrian area or internal parking area are permitted.

J. Buildings in Mixed Use Area 4 that have frontage on both a public street and the Riverfront Trail, shall provide entrances on both facades.

Introduced for first reading on this 3rd day of April, 2019 and ordered published in pamphlet form.

PASSED and ADOPTED this 17th day of April, 2019 and ordered published in pamphlet form.

ATTEST:



President of City Council

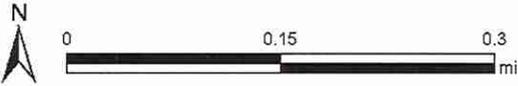
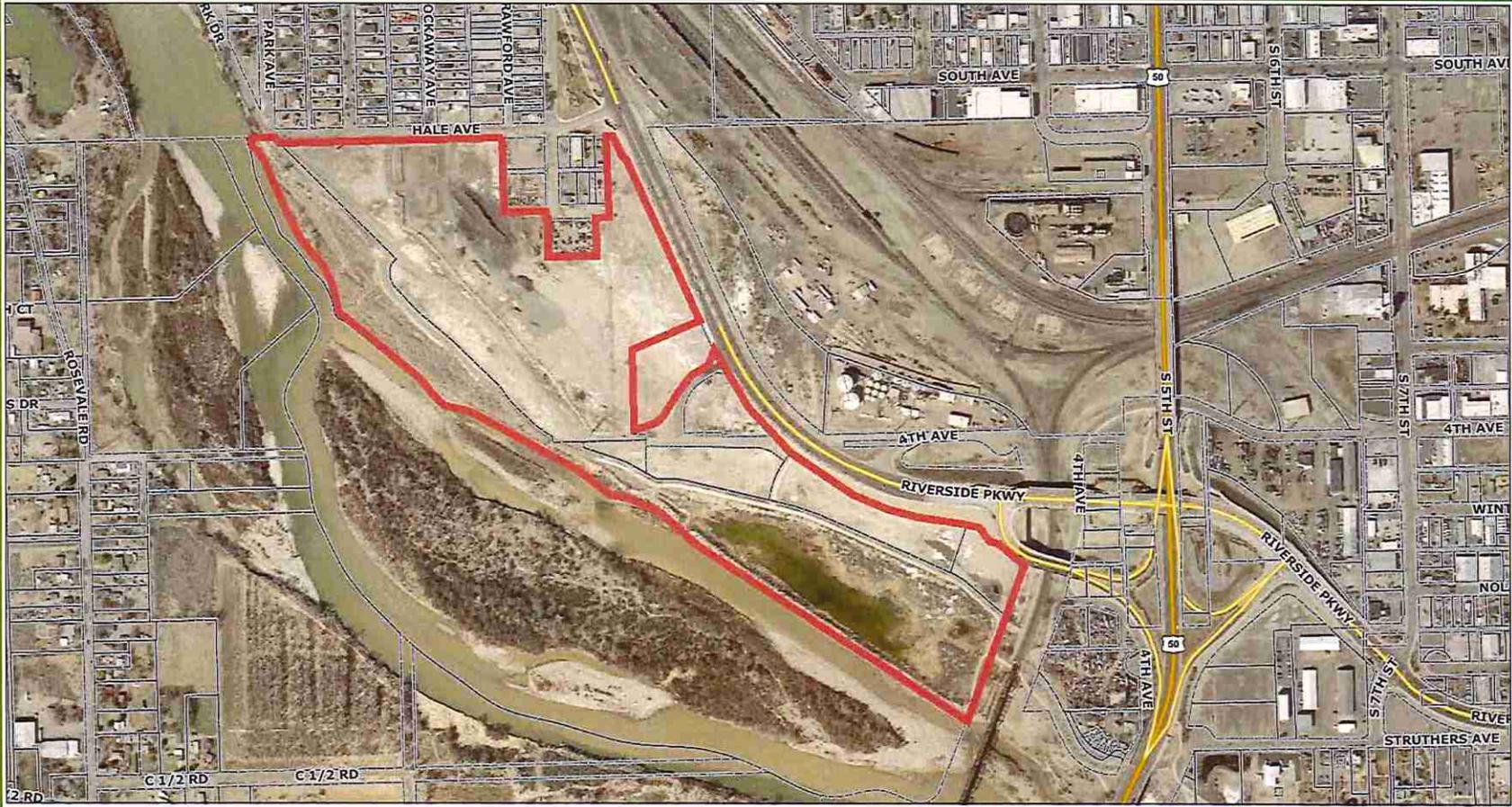


City Clerk



EXHIBIT A

Dos Rios PD Boundary

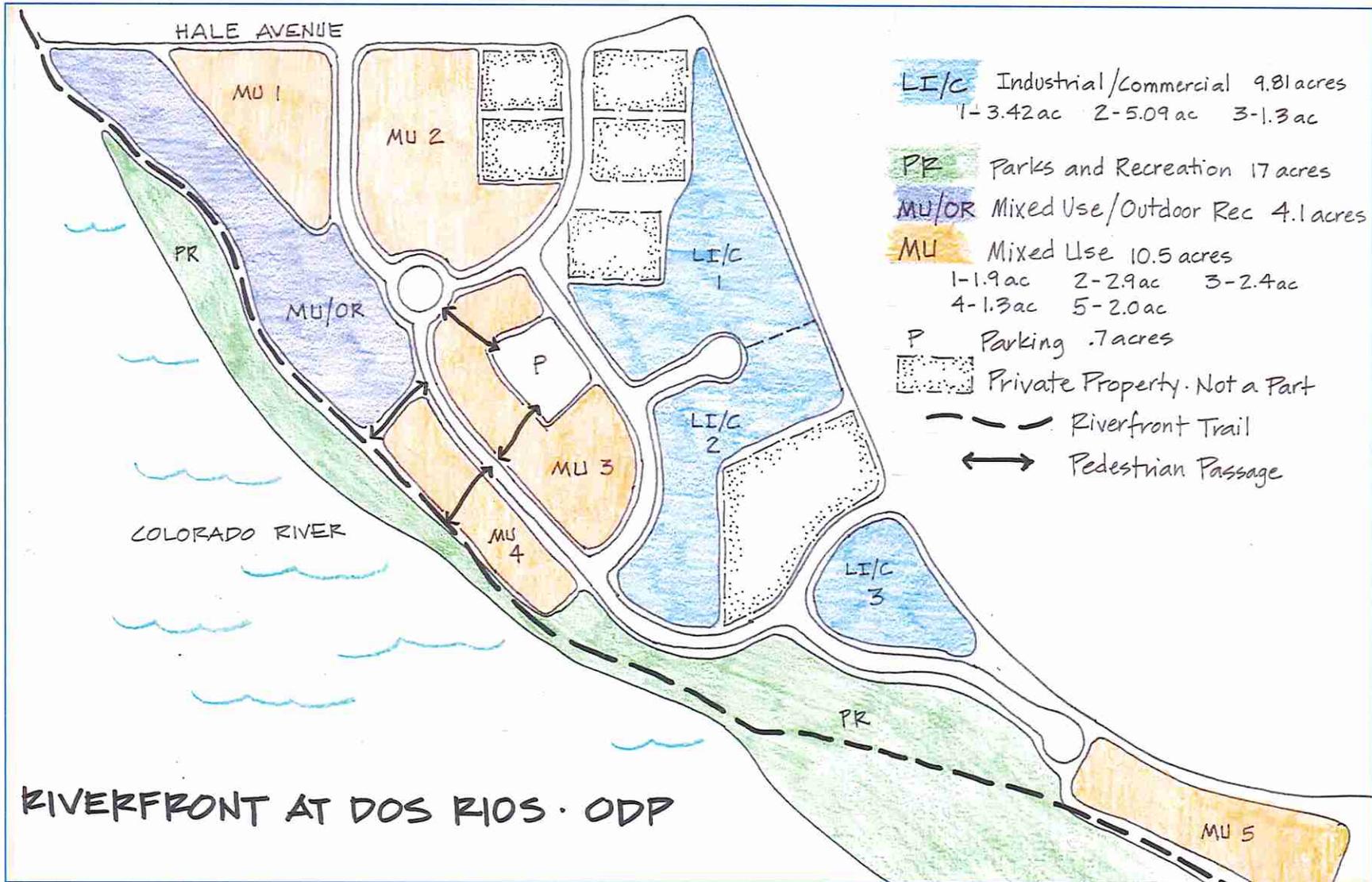


Date: 3/27/2019

1 inch = 376 feet



EXHIBIT B



I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4849 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 3rd day of April, 2019 and the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 17th day of April, 2019, at which Ordinance No. 4849 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 19th day of April, 2019.


Deputy City Clerk

Published: April 5, 2019
Published: April 19, 2019
Effective: May 19, 2019

EXHIBIT 5

ILLUSTATIVE DRAWINGS









RIVERFRONT
at DOS RIOS



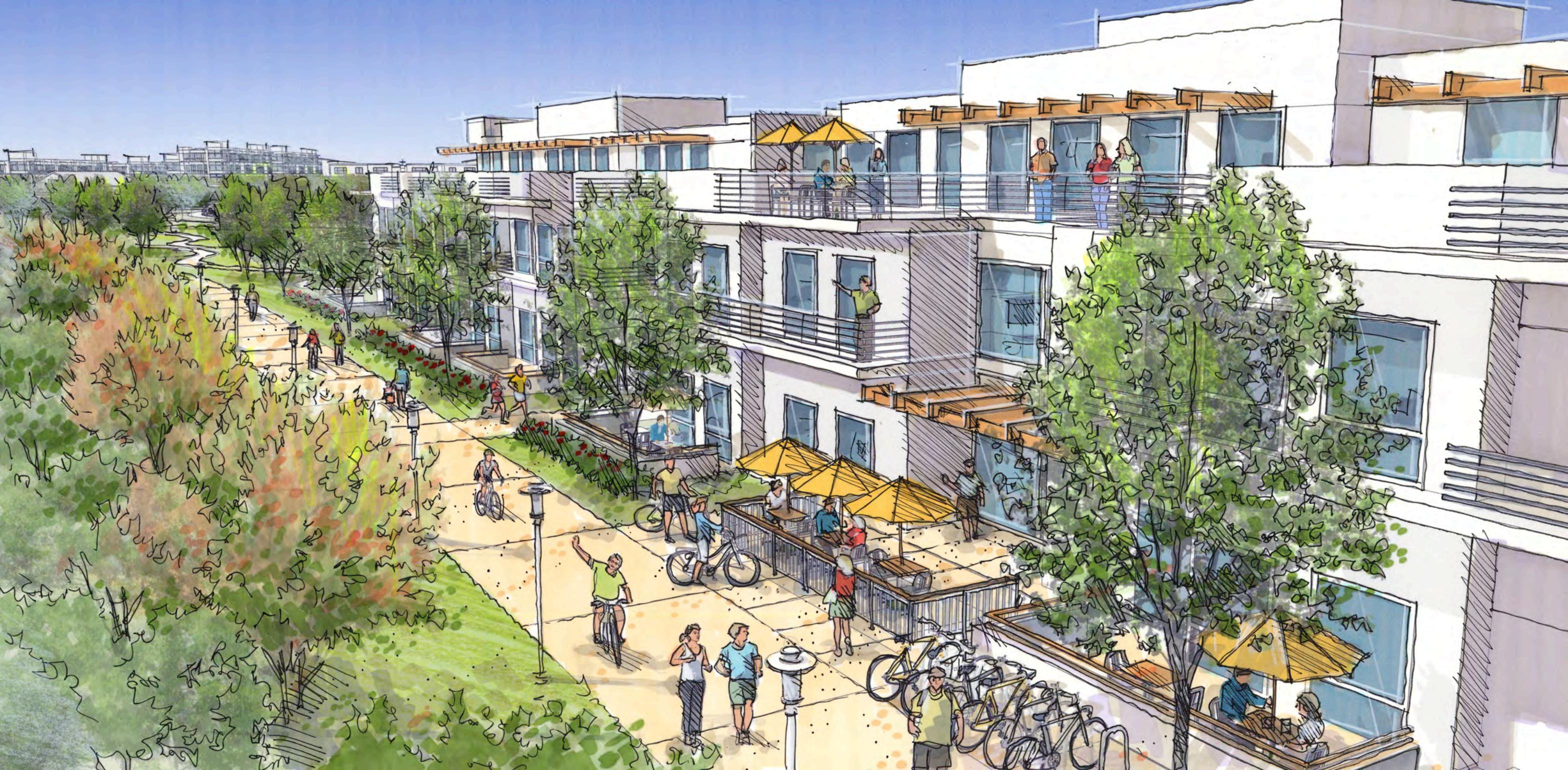




EXHIBIT 6

RIVERSIDE PARK REDEVELOPMENT PLAN



EXHIBIT 7

DOS RIOS BIKE PLAYGROUND CONCEPT PLAN



Bicycle Playground Example