

#### CITY OF GRAND JUNCTION, COLORADO

#### CONTRACT

This CONTRACT made and entered into this <u>15<sup>h</sup></u> day of <u>July, 2021</u> by and between the <u>City of Grand Junction</u>, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Blythe</u> <u>Group + Co</u> hereinafter in the Contract Documents referred to as the "Firm."

#### WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, services, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as <u>Professional Architectural Services for Fire Station #8 4920-21-DH</u>.

WHEREAS, the Contract has been awarded to the above named Firm by the Owner, and said Firm is now ready, willing and able to perform the Services specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Firm, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

#### **ARTICLE 1**

<u>Contract Documents</u>: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement;
- b. Negotiated Scope of Work (Contract Negotiation 4920-21-DH);.
- c. Firms revised Scope/Pricing Proposal Responses;
- d. Services Change Requests (directing that changed Services be performed);
- e. Change Orders.

#### **ARTICLE 2**

<u>Definitions:</u> The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

#### **ARTICLE 3**

<u>Contract Services:</u> The Firm agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

#### **ARTICLE 4**

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the not to exceed pricing of One Hundred Eleven Thousand Four Hundred Ninety and 00/100 Dollars (\$111,490.00). This not to exceed pricing does not include potential costs for "Bidding" services, which will be billed at the hourly rates, as stated in the Firm's revised pricing proposal. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional Services to be performed, which Services causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Firm written assurance that lawful appropriations to cover the costs of the additional Services have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Services progresses. Applications for partial and Final Payment shall be prepared by the Firm and approved by the Owner in accordance with the Solicitation.

#### **ARTICLE 5**

<u>Contract Binding:</u> The Owner and the Firm each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Firm and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Firm shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Firm shall not assign any moneys due or to become due without the prior written consent of the Owner.

#### **ARTICLE 6**

<u>Severability:</u> If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Firm has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO
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DocuSigned by:		
By: Duane Hoff Jr., Senior Buyer- City of	Grand Juna 1/2021   13:46 M	MDT
Duane Hoff Jr., Senior Buyer	Date	
•		
Blythe Group + Co		
— DocuSigned by:		



# Contract Negotiation 4920-21-DH

# Professional Architectural Design Services for Fire Station #8

#### **PURCHASING REPRESENTATIVE:**

Duane Hoff Jr., Senior Buyer <u>duaneh@gjcity.org</u> 970-244-1545

This contract negotiation has been developed specifically for this project, and may not be the same as previous City of Grand Junction projects.

### **REQUEST FOR PROPOSAL**

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#### **REQUEST FOR PROPOSAL**

#### SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

**1.1 Issuing Office:** This **contract negotiation** (CN) is issued by the City of Grand Junction. All contact regarding this CN is directed to:

#### **CN QUESTIONS:**

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

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to CN (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

- **1.2 Purpose:** The purpose of this CN is to obtain a proposal from your Firm provide Professional Architectural Design Services for Fire Station #8.
- **1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this document. 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 CN 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 CN.
- **1.5 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.
- **1.6 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.
- 1.7 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 CNs.

- 1.8 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 CN or extensions to the opening/receipt date shall be made by a written Addendum to the CN by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.9 Exceptions and Substitutions: All proposals meeting the intent of this CN 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.
- 1.10 Confidential Material: All materials submitted in response to this CN 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.
- 1.11 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 CN, subject to limitations outlined in the entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- **1.12 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.

- 1.13 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.
- **1.14 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

#### **SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS**

- 2.1. Acceptance of CN Terms: A proposal submitted in response to this CN 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 CN 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 CN 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 CN.
- 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 CN, 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 herby 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 CN.
- 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 CNs 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 CNs 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 CN.
- **2.32. Venue**: Any agreement as a result of responding to this CN 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 CN are the responsibility of the company and cannot 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 CN 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 CN. Orders placed by participating jurisdictions under the terms of this CN 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 Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's CN.

- 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 consultant 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 subproposers 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 CN.

With respect to each of Consultant'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**

#### 4.1. General/Background:

**NOTE:** The intended project delivery method shall be CM/GC.

The City of Grand Junction is interested in hiring a professional licensed architect to provide design and construction collaboration services for the construction of the new Fire Station #8 facility to be located at TBD 31 Road, Grand Junction, CO 81504.

Fire station #8 shall be a full-service fire station with firefighters certified as emergency medical service (EMS) technicians. Station square footage requirements are estimated to be approximately 10,500 square feet and capable of housing 3 to 4 pieces of fire equipment including an engine and ambulance. The station will be staffed 24 hours a day (3 shifts of up to 8 fire personnel). Central HVAC plus special ventilation systems will be required. An amount equal to one percent (1%) of the construction

<u>expenditures will be used to provide for art work at the facility.</u> A list of minimum and optional building/site requirements are included in this CN package.

The time line for this project is ambitious. All planning, design and construction efforts will be expedited to the extent possible. The City is desirous of a mid (Summer) 2022 occupancy date.

NOTE: The City of Grand Junction owns plans from the previously developed and constructed Fire Station #3 and intends to use these plans as the basis for the new Fire Station #8 development and construction. (See attached PDF plans.) Actual electronic plans will be provided to the awarded architectural Firm. The architect will work with the City to modify the existing plans, as needed, for the new fire station. From this, the awarded Firm shall provide final drawings, scope, and specifications for the new proposed Fire Station #8. It is the City's intent that these plans serve as a prototype design for future fire stations of similar size.

#### 4.2. Special Conditions/Provisions:

**4.2.2 Price/Fees:** Project pricing shall be <u>all inclusive</u>, to include, but not be limited to: labor, materials, equipment, travel, design, drawings, engineering work, shipping/freight, licenses, permits, fees, etc.

For pricing purposes for this CN process, Firm shall presume a total project budget (to include all related design and construction) of \$5,500,000. Provide a not to exceed cost using CN Response Form found in Section 7, accompanied by a complete list of costs breakdown.

All fees will be considered by the Owner to be <u>negotiable</u>.

**4.2.3 Codes:** All designs shall be in accordance with most current and applicable State, Federal, County, and Municipal building codes and regulations pertaining to fire station construction.

#### 4.3. Specifications/Scope of Services:

#### **Primary Areas:**

- Residential Space
- Office Space
- Public Space
- Fire Equipment Storage and Maintenance Space
- Apparatus Storage Space
- Department Special Equipment Storage (throughout facility).

#### Residential Space:

- Dayroom to accommodate 8-10 personnel.
- Kitchen with three (3) separate food storage lockers (min. 28 cu. ft. ea.) and provisions for three (3) refrigerators (min. 22 cu. ft. ea.), two (2) microwaves, one (1) dishwasher, and one (1) gas stove.
- Dining area sufficient in size for 8-10 personnel

- Eight (8) individual bedrooms each with: 3 clothing lockers (min. 44 cu. ft. ea.), cable service, phone service and computer connections with sufficient space for a desk.
- Minimum of three (3) individual restrooms with one (1) shower, one (1) sink, one (1) toilet, and one (1) urinal in each (delete one urinal in one restroom).
- Laundry room with washer and dryer hookups, a utility sink, and storage for laundry supplies. (2 washer/dryer sets preferred.)

#### Office Space:

- Office #1 with individual work space for 4 fire personnel, each with a computer, 1-2 shared desk phones and 1 shared printer/fax/copier unit. This office shares space with a 'community room' / training room.
- Office #2 is a private office with workspace for 1 fire Captain with a desk phone, computer and printer.

#### **Public Space:**

- One (1) public unisex restroom.
- Space for a drinking fountain.

#### Fire Fighter and Equipment Storage/Maintenance Space:

- Shop area with mezzanine storage area accessed off hose tower stairs.
- SCBA compressor room with 208v 3-phase electrical power.
- Bunker storage and cleaning area (28 bunker set minimum).
- Physical fitness room.
- Hose cleaning, drying and storage area. A hose tower is preferred for drying hose.
- EMS storage area
- General supplies storage area.

#### Fire Apparatus Storage Space:

- Three (3) drive-through bays (minimum 60 feet long) with full length floor trench drains in each.
- Apparatus exhaust system, AIRVAC 911 Exhaust Removal System.
- Infrared radiant heat throughout.
- Three (3) phase electrical power (208 volt) supply for air trailer.
- Six (6) ceiling mounted, retractable, compressed air cord reels (copper piped to fixed compressor).
- Six (6) ceiling mounted, retractable, electric cord reels.
- Two (2) ceiling mounted, 2" cold water outlets with shut-off valves.

## Miscellaneous Equipment Space (located in various locations throughout the facility):

- Emergency generator to power entire station.
- Industrial capacity, stationary air compressor.
- SCBA compressor.
- Bunker gear extraction washer.
- Hose washer.
- Hose racks.
- Radio antenna.

- · Communication line. Fiber optic preferred.
- First In station alerting system.
- Flag pole.
- Information Technology (IT) room (minimum 8 ft. x 8 ft.)
- Fire sprinkler system.
- · Employee parking.
- · Public parking.
- Dumpster enclosure.

#### The architectural Firm awarded as a result of this CN and subsequent proposal shall:

- ➤ Based on previously developed Fire Station #3 plans, drawings, scope, and specifications, prepare all necessary plans, drawings, scope, and specifications for the construction of Fire Station #8 facility to include site and utility infrastructure.
  - Site/landscape planning and design, including:
    - Locate fire station on site to maximize safe fire apparatus access to bays, and limit amount of pavement.
    - o Extension of waterline main (8" dia) from D ½ Road.
    - o Collection of site stormwater into existing Lewis Wash across 31 Road.
    - o Driveway entrance and sidewalk (detached/attached TBD) along 31 Road.
    - o Landscape design.
  - ➤ Building design and engineering based on the previous Fire Station #3 drawings and specs (and any future RFIs and ASIs).
  - Develop layout and flow of facility in collaboration with the City Fire Department team.
  - On-site inspection of engineered features.
  - > Assurance of specification compliance.
  - Participate with the City Fire Department, Public Works Department, Community Development Department, and the selected Construction Management General Contractor Firm to facilitate required public hearings and neighborhood meetings as a part of the zoning and permit process. In addition, neighborhood stakeholder meetings may be held throughout the process to insure the neighboring community is kept informed of the process.
  - All construction drawings shall be stamped by a professional architect, registered in the State of Colorado.
  - The Architectural Firm awarded as a result of this CN process will be required to fully collaborate with the City Project Manager, City Fire Department Team, and the selected Construction Management Firm. They shall insure the final design and construction of the facility complies with the requirements of the Fire Department, and City of Grand Junction conditions, covenants and restrictions. The City shall require maximum collaboration by the Design Firm and the Construction Management Firm to insure value engineering through constructability assessments during the preconstruction phase as well as the construction phase of the project.

➤ All finalized drawings, plans, scope, specifications (both hard copy and electronic, to include CAD versions), shall become the property of the City.

#### The City of Grand Junction shall provide:

- Provide a Geotechnical Report for the proposed Fire Station #8 Project Site.
- Apply for and coordinate all City required permits, zoning changes, etc. including costs.
- Coordinate all utility connections (electric, gas, cable, fiber optic) with the utility owners.
- Provide plans, drawings, scope, and specifications originally developed for Fire Station #3, which shall be the basis for development of plans, drawings, scope and specifications for Fire Station #8.
- Provide a base map of the property showing topographic contour, existing features, property pins, boundary survey, existing ditches, etc. as necessary to develop building site plan. Base map will be provided electronically in AutoCAD drawing format.
- Develop drainage plan for site once a building site plan has been completed including any off-site drainage requirements.
- Schedule any neighborhood meetings including facilitate public notices and mailings.

#### 4.4. Attached Documents: Click Links

- 1. Project Site Map
- 2. Geotechnical Report
- 3. <u>Subdivision Plat (GJFD is in process to acquire this property and have not surveyed it yet)</u>

#### 4.5. Questions Regarding Scope of Services:

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

4.6

#### **USE OF SUBCONSULTANTS**

Sub-consultant Name/City/State	Est. Value of Work	Work Tasks to be Assigned
Total Value of Subcontracts		

Also, please include a list or organizational chart for personnel to be assigned to the project. The office of each project team member should be identified. Detailed resumes should be attached to identify the experience and qualifications of the key, individual team members. The proposer shall describe the relevance of each key individual team member and the relevant sub-consultants and explain past relationships between the proposer (the legally responsible entity) and each sub-consultant. Also, please describe the general work to be completed by each member of the project team. Proposed rate sheet for the consultant and any sub-consultants. Include standard markup for reimbursable expenses (travel, lodging, consumable supplies, etc.), markup for sub-consultants, and standard per-diem rates. Costs to perform the above-described scope of work on a time & materials (T&M) not-to-exceed basis broken down by key tasks presented in Section 4.3 Specifications/Scope of Services

**4.7 Fee Proposal:** Provide an <u>all-inclusive</u>, <u>not to exceed cost using CN Response Form found in Section 5.0, accompanied by a complete list of costs breakdown.</u>

The fee proposal shall include and comply with the following General Conditions.

The following General Conditions are considered to be included as part of the basic compensation for this project:

- ✓ Normal business expenses payroll, consultants, materials, phone, postage, etc.
- ✓ Cost of insurance
- ✓ In-house computer time and service
- ✓ Word processing, accounting, and person-hour records

- ✓ Permits and license fees
- ✓ Mileage
- ✓ Travel fees, room and board, per diem
- ✓ Printing costs for all standard review, bidding, and as-constructed plans and other correspondence and contract documents
- ✓ Film and processing
- ✓ Overtime engineering and inspection
- ✓ Any additional survey work that may be required including materials, stakes, etc.
- ✓ Additional required services

Any changes in the FIRM or their sub consultants staff or fee structure shall be presented in writing to the owner for approval prior to initiating any changes or performing any work.

#### 4.8 Project Schedule:

The FIRM shall provide a project schedule as part of the proposal and include any other key dates needed. The desired tentative construction completion date is end of August 2022.

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

#### **SECTION 5.0: CN RESPONSE FORM**

4920-21-DH Professional Architectural Design Services for Fire Station #8

Offeror must submit entire Form completed, dated and signed.

1) All inclusive, not to exceed cost to provide design/engineering services for the Professional Architectural Design Services for Fire Station #8 to include, but not limited to: labor, materials, equipment, travel, design, drawings, engineering work, shipping/freight, licenses, permits, fees, etc. per specifications:

NOT TO EXCEED COST \$	_
WRITTEN:	dollars.

#### **COMPENSATION SCHEDULE**

Please break down this <u>not to exceed</u> price into the following categories. Requests for payment for specific phases shall not exceed the scheduled amount prior to completion of that phase:

CMGC Selection	\$
Design Development Phase	\$
Construction Document Phase	\$
Bidding Documents & Assistance	\$
Construction Administration Phase	\$
Total Contract Amount	\$

The Owner reserves the right to accept any portion of the	e services to be performed at its discretion
The undersigned has thoroughly examined the entire Request and schedule of fees and services attached hereto.	for Proposals and therefore submits the proposa
This offer is Firm and irrevocable for sixty (60) days after the t	ime and date set for receipt of proposals.
The undersigned Offeror agrees to provide services and produced in this Request for Proposal and as described in the by the Owner.	
Prices in the proposal have not knowingly been disclosed with	another provider and will not be prior to award.
	legal agent of the offeror, authorized to represent regard to supporting documentation and prices ax exempt from Colorado Sales or Use Tax. Tax at no Federal, State, County or Municipal tax will days.  The det dollar will be offered to the Owner if the invoice the invoice. The Owner reserves the right to take a award that are no less than Net 10 days.
and other Contract Documents. State number of Addenda rec	
It is the responsibility of the Proposer to ensure all Addenda h	ave been received and acknowledged.
Company Name – (Typed or Printed)	authorized Agent – (Typed or Printed)
Authorized Agent Signature P	Phone Number
Address of Offeror E	-mail Address of Agent
City, State, and Zip Code	Pate

June 25, 2021 REV July 7, 2021

City of Grand Junction Duane Hoff, Jr, Senior Buyer 250 North 5th Street Grand Junction, CO 81501 BG CO.

ESTABLISHED 1996

FERRALISHED 1996

FERR

Re: Contract Negotiation for

Professional Architectural Services for Fire Station #8

Dear Mr. Hoff,

BG+co. is pleased to have the opportunity to propose for Professional Architectural Services for Fire Station #8. Our team is well-qualified to provide the necessary services to the City of Grand Junction in development of the construction documents for this new facility.

Our service and team will make your time more efficient by bringing the following items to this project:

- · Ability to quickly produce drawings for this Fire Station with any minor requested updates.
- · Knowledge and experience with tricky geotechnical conditions such as those present at this site.
- · Review time with City staff to ensure we have included all updates.

Our team can start on this project as soon as authorized. We can begin creating drawings for the new facility immediately and be ready to meet with appropriate staff shortly thereafter. Our process includes updating the current design in Revit 3D BIM software. This will permit you to have this BIM model after completion of the project for use in maintenance of the facility.

We would be pleased to have an opportunity to meet with you face to face to discuss our qualifications and how we believe we could make your project successful. We will offer servant leadership to the City of Grand Junction and would love to assist you and your team with this important project.

Sincerely,

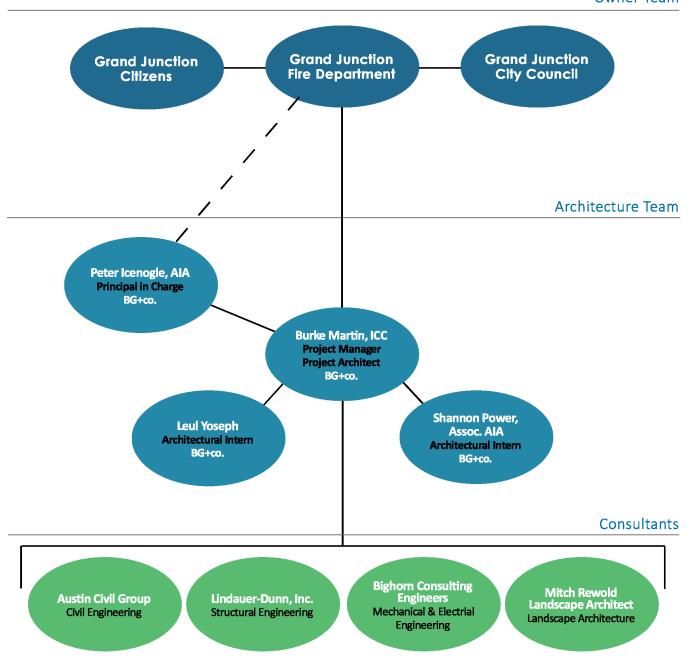
Peter T. Icenogle, AIA Director of Architecture (970) 778-3439 (d) (970) 623-4016 (c)

(970) 623-4016 (c) picenogle@bgco.com

BG+co. 622 Rood Avenue Grand Junction, CO 81501 www.bgco.com

### **Project Team**

#### **Owner Team**





Peter Icenogle, AIA Principal - in - Charge



Mr. Icenogle has a practical background with a diverse array of projects and delivery methods. This background encompasses all phases of the design process from Conceptual Planning through Construction Administration and Project Closeout. While a talented designer, his greatest strengths are in the areas of practical, 'nuts-and-bolts' detailing and design. This leads to well detailed project documents which provide for long-lasting and low maintenance facilities. Peter also has experience with in-house quality control review for drawings and specifications, providing for more coordinated sets of Construction Documents

#### Curriculum Vitae

#### **Education:**

Bachelor of Science in Architectural Studies University of Illinois, Urbana-Champaign, 2000

#### Registration:

Registered Architect Colorado #402084

Employment History: With BG+co.: 18 years With Other Firms: 2 years



Fire Station No. 1, Grand Junction, CO

#### **Relevant Experience**

Crested Butte Fire Protection District Crested Butte, CO

Fire Station No. 3 Replacement Grand Junction, CO

Fire Station No. 2 Addition/ Renovation Grand Junction. CO

Fire Station No. 1 Addition/ Renovation Grand Junction, CO

Fire Administration Addition/ Renovation Grand Junction, CO

Public Safety and 911 Comm. Complex Grand Junction, CO

Fruita Police Department Addition/ Renovation
Fruita, CO

Marillac Health Renovation

Grand Junction, CO

Orchard Mesa Middle School

Grand Junction, CO

Timberline Bank

Grand Junction, CO

Mesa County Jail Expansion Grand Junction, CO

Orchard Mesa Middle School Grand Junction, CO

Cactus Valley Elementary School Addition Silt, CO

Highland Elementary School Addition Rifle, CO

Columbine Middle School Montrose, CO

Garfield School District RE-2 Master Plan Rifle, CO

Orchard Mesa MS Master Plan Update Grand Junction, CO

Summit/ R-5 School Complex Grand Junction, CO

Dolores School District Add/ Reno Dolores, CO

Gunnison Community School Add/ Reno, Gunnison, CO

Gunnison Valley Alternative High School Gunnison, CO

Marble Charter School

Marble, CO

Elk Creek Elementary School Add/ Reno New Castle, CO

Rifle High School Add/ Reno

Rifle, CO

Alpine Bank

Delta, CO

Alpine Bank

Fruita, CO



## Leul Yoseph Architectural Intern

Leul Yoseph has experience working on a variety of architecture projects. His knowledge of different building elements allows for cohesive design as well as thorough construction documents.

He effectively uses his Revit skills from the start of the project to create clientoriented design and complete construction documents. His skill with BIM allows for the creation of effective building design by detecting and correcting possible conflicts early in the process. He smoothes the road for coordination of all members of the design team and reduces unwanted construction costs while allowing the project to stay on schedule.

#### **Relevant School Project Experience:**

Clifton Water District Renovation, Clifton, CO

Mesa County Detention Center Expansion, Grand Junction, CO

Coloramo Federal Credit Union, Fruita Branch, Fruita, CO

Fire Station 3, Grand Junction, CO

Cedaredge High School PE Addition, Cedarage, CO

Mesa Valley Community School, Grand Junction, CO

Mesa County Sheriff's Office Lobby Renovation, Grand Junction, CO

Legacy Funeral Home Relocation, Grand Junction, CO

Newman Center, Spearfish, SD \*

Rural America Initiative, Rapid City, SD \*

Countryside Community Church, Spearfish, SD \*

Kncht Home Center, Spearfish, SD \*

Well Fully - A Premier Adolescent Care Center, Rapid City, SD \*

#### **Curriculum Vitae**

#### **Education:**

BSC - Construction management, University of Nebraska –Kearney

Master of Architecture, University of Nebraska – Lincoln

#### Experience:

6years of experience in Construction and Architectural design.



<sup>\*</sup>Indicates work performed at another firm.





**Scott Sorensen,** P.E., C.F.M Civil Engineer

Project Role: Civil Engineer

Registration: Colorado # 42780 North Dakota #: 7101 Wyoming #: 13147 Utah #: 799655

Education: University of Wyoming B.S. Civil Engineering

Affiliations: American Society of Civil Engineers

Colorado Association of Stormwater & Floodplain Managers Scott has over eighteen years of experience in municipal, institutional, commercial and residential developments. His professional experience includes: site layout and circulation, grading/drainage, utility infrastructure, parks, and bike paths.

#### SELECT PROJECT EXPERIENCE

- Mesa County Public Library Grand Junction, CO. ACG provided permitting support, site design, utilities, grading and drainage plans for a major remodel and expansion for the Mesa County Library Building;
- Mesa County Central Services Facility, Grand Junction, CO. ACG provided site design, circulation, access improvements, utilities, grading and drainage modifications and construction oversight for major renovation of a 3-acre, 40.000 SF building project;
- Mesa County Jail Employee Parking Lot Expansion, Grand Junction, CO.
   ACG provided site design, grading and drainage modifications and renovations to an existing secured parking lot;
- Mesa County Storage Building, Grand Junction, CO. ACG provided site design, utilities, circulation, grading and drainage, and procurement support to construct to 10,000 square foot storage buildings at the Mesa County Fairgrounds;
- Rifle Library Rifle, CO. ACG provided permitting support, site design, utilities, grading and drainage plans for a new 33,000 sf Library building and parking garage;
- Parachute Library Branch Parachute, CO. ACG provided site design, utilities, grading and drainage plans for a major remodel and expansion for the Parachute Library;
- Mesa County Fairgrounds Grand Junction, CO. ACG provided site design, circulation, access improvements, utilities, grading and drainage modifications and construction oversight for major renovation work at the Mesa County Fairgrounds
- Grand Valley Transit Facility, Grand Junction, CO. ACG provided site permitting, design, utilities, grading and drainage plans for a 3,000 square foot public transit station on a 3.5-acre site.
- Fire Station #6, Grand Junction, CO. ACG provided site permitting, design, utilities, grading and drainage plans for a 10,000 square foot fire station
- Fire Station #3, Grand Junction, CO. ACG provided site permitting, design, utilities, grading and drainage plans for a 10,000 square foot fire station
- Cedaredge Elementary School Expansion Cedaredge, CO. ACG provided site design, utilities, parking layout and drainage for a LEED Gold Elementary School. In addition, State Highway improvements were incorporated to improve safety.
- Colorado Mesa University Maverick Hotel Project Grand Junction, CO.
   ACG provided site permitting, design, utilities, grading and drainage plans for a 60-unit hotel project.
- Colorado Mesa University Wingate II Residence Hall Grand Junction,
   CO. ACG provided site permitting, design, utilities, grading and drainage plans for student housing.
- Colorado Mesa University Health Sciences Facility, Grand Junction,
   Colorado Grand Junction, CO. ACG provided site permitting, design, utilities,
   grading and drainage plans.

## MRLA

## Mitch Rewold Landscape Architect

#### **MRLA - Mitch Rewold Landscape Architect**

MRLA was started in 2006 by Mitch Rewold. As an established Colorado landscape architect and land planner, Mitch had a vision to supply his expertise and creativity of the design process to his clients across Colorado. As a Licensed Landscape Architect in the State of Colorado, Mitch also provides great technical and regulatory review support for a number of architecture and engineering firms that don't have their own on-staff landscape architects.

Mitch's work experience has extended 20 years in the architecture and landscape architecture industry where he has completed numerous projects throughout Colorado, ranging from single family residential to large commercial facilities.

Before starting MRLA, Mitch worked for Davis Partnership Architects where he was a landscape architect and planner. His educational background includes a Bachelor of Landscape Architecture from Michigan State University in East Lansing, Michigan in 1995.

A registered landscape architect in the State of Colorado since 2008, Mitch is also a long time member of the American Society of Landscape Architects.

#### RELATED PROJECT EXPERIENCE:

Larimer Parkway Sampson Office – Johnstown, Colorado Streetscape and Landscape Design

46th and Tower Road Commercial – Denver, Colorado Streetscape and Landscape Design

24¾ and F½ Rd. Heritage Estates – Grand Junction, Colorado Streetscape and Landscape Design

23 and G Road FedEx Ground – Grand Junction, Colorado Streetscape and Landscape Design

Founders Parkway Commercial – Castle Rock, Colorado Streetscape and Landscape Design

31st Ave. Commercial – Greeley, Colorado Streetscape and Landscape Design

F ½ and 31 Rd. Stagecoach Trail – Grand Junction, Colorado Streetscape and Landscape Design

# and land architecture andscape



Mitch Rewold, RLA & ASLA

#### **EDUCATION:**

Bachelor of Landscape Architecture Michigan State University – 1991 to 1995

#### **CERTIFICATES:**

Licensed Landscape Architect State of Colorado

#### **ASSOCITATIONS:**

ASLA - American Society of Landscape Architects CCASLA - Colorado Chapter

#### **WORK EXPERIENCE:**

MRLA

Owner and Landscape Architect – 2006 to Present

Vertical Arts Inc.
Contracted Landscape Architect –
2007 to Present

Davis Partnership Architects Edwards, Colorado Landscape Architect and Project Manager – 1997 to 2006

Lake County Forest Preserve Lake County, Illinois Landscape Architect Intern – 1996 to 1997

## **MRLA**

Mitch Rewold Landscape Architect 386 34 ½ Road Palisade, Colorado 81526 Phone: (970) 361-4345 mmkrewold@yahoo.com

## Frank N. Rinaldi, P.E. Project Engineer



**Education** 

Kansas State University Bachelor of Science in Architectural Engineering, 1997

#### Registration

Professional Engineer – Colorado PE 41766

## Professional Affiliations

American Institute of Steel Construction

## Office Location Grand Junction, CO

Mr. Rinaldi has been employed with Lindauer Dunn, Inc. since 1998. He performs all phases of design and analysis of new building structures as well as structural remediation of existing buildings. Frank also provides construction period services for projects once design is complete.

#### Public Safety Facility Project Experience:

#### Pitkin County Ambulance Facility, Aspen, Colorado, 2018

Structural Design of a new, two-story ambulance garage and offices with approximately 12,700 sq. ft. total space.

## Grand Junction Fire Station #1, Addition and Remodel, Grand Junction, Colorado, 2011

Structural Design of additions and renovations of an existing downtown fire station.

#### Mesa County Central Services, Grand Junction, Colorado, 2010

Structural renovation and modifications provided to an existing 54,000 sq. ft. one story building. The existing structure consists of multiple pre-manufactured metal buildings and masonry structures. The existing structure was built in several phases with multiple foundation types and a slab on grade floor. This project is currently under construction.

## Mesa County Community Corrections Facility, Grand Junction, Colorado, 2007

Structural design of a three-level, 30,000 sq. ft. addition to a work release facility. Structure is steel framed with cmu load bearing walls on a concrete mat foundation.

#### Redlands Fire Station #5, Grand Junction, Colorado, 2004

Structural engineering services for a 7,500 sq. ft., one-level fire station with a three-bay apparatus row. A hose tower was also provided within the apparatus area. The structure consisted of concrete block walls and the roof was bar joist and cold formed metal trusses. A spread footing foundation was used.

#### Chaffee County Detention Facility, Salida, Colorado, 2002

Structural engineering services for a 20,000 sq. ft. composite steel framed structure with a concrete masonry exterior.

#### Mesa County Justice Center, Grand Junction, Colorado, 2001

Structural engineering services of a four-level, 135,000 sq. ft. composite steel structure on driven piling.

#### Grand Junction City Hall, Grand Junction, Colorado, 2000

Structural engineering services for a two-level, 48,000 sq. ft. city office building. Structure is steel framed on driven piling and is designed for the addition of a future 3<sup>rd</sup> floor.



#### **Education**

BS in Mechanical Engineering, Colorado State University, 1998

#### Registrations

Colorado, Arizona, Pennsylvania

#### **Affiliations**

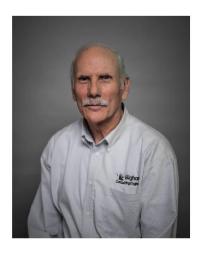
- American Society of Heating, Refrigeration and Air Conditioning Engineers
- Board of Directors,
   Community Hospital

#### **Mark Harrington, PE, LEED AP**

Mark is a mechanical engineer, LEED Accredited Professional, and vice-president of Bighorn Consulting Engineers. He has experience designing HVAC systems for commercial, educational, and institutional buildings. He produces construction drawings and specifications, as well as performs field reviews. Other functions include generating construction cost estimates and performing energy and lifecycle cost analysis.

#### **Select Project Experience**

- Montrose Fire Station #3
- Montrose Fire Station #2
- Rifle Fire Station #3
- Rifle Fire Station #1 Remodel
- Grand Junction Fire Station #1
- Olathe Fire Station
- Log Hill Fire Station Ridgway, CO
- Grand Valley Fire Protection District FS #1 -Parachute, CO
- Gypsum FS #14 Remodel and Addition
- Palisade Fire Station
- DeBeque Fire Station



#### **Education**

BS in Electrical Engineering, Colorado State University, 1978

#### Registrations

Colorado, Arizona, Wyoming, New Mexico, Missouri, Utah

#### **Affiliations**

- National Council of Examiners for Engineering and Surveying
- IlluminatingEngineering Society

#### Art Donoho, PE

Art is the senior electrical engineer at Bighorn Consulting. He has experience designing electrical systems including power distribution, lighting, telephone and data, and fire detection and notifications. He has designed security and public address for commercial, educational, and institutional buildings. He has experience generating construction drawings and specifications. He is able to perform field reviews and generate construction cost estimates.

#### **Select Project Experience**

- Montrose Fire Station #3
- Montrose Fire Station #2
- Rifle Fire Station #3
- Rifle Fire Station #1 Remodel
- Grand Junction Fire Station #1
- Olathe Fire Station
- Log Hill Fire Station Ridgway, CO
- Grand Valley Fire Protection District FS #1 -Parachute, CO
- Gypsum FS #14 Remodel and Addition
- Palisade Fire Station
- DeBeque Fire Station

#### Fee Proposal

#### Fee To Complete Scope of Services

Our proposed fee is presented below and on the "CN Response Form". The following table illustrates our total fee along with breakdowns by design discipline and project phase. We have revised this fee to include the requested additional services for adding irrigation water infrastructure as needed for the site.

We have also included on the following page:

- · BG+co's current hourly rate schedule
- A breakdown of estimated reimbursable expenses

#### **Fee Assumptions**

Our proposed fee is based on the following assumptions:

- The City will provide a single point of contact with which the Design Team will communicate.
- No changes to the design other than those listed in the RFP and clarified during the Site Visit Meeting are included in the fee above.
- All of the requirements listed in Section 4.0 Specifications/ Scope of Services in the Contract Negotiation are included in our scope of services.
- Finish materials will remain as specified and used for Fire Station #3.
- The project manual will include only those specification sections previously included for Fire Station #3. Any front-end specification sections necessary for bidding purposes are also included. Any updates required for specifications based on current software are included.
- Meetings beyond those listed in our response are not included.
- Our design team works in Revit. If required, exported .dwg files will be provided after completion of the project.
- City will provide services and documents as stipulated in the Contract Neogotiation.
- Our proposal excludes all other services not listed in Section 4.3 of the Contract Negotiation.

Phase	BG		ACG		MRL	.A	LDI		BCE		Tot	al
CM/ GC Selection	\$	2,000	\$		\$	-	\$	-	\$	-	\$	2,000
Design Development	\$	9,500	\$	16,500	\$	1,000	\$	4,500	\$	6,000	\$	37,500
<b>Construction Documents</b>	\$	15,000	\$	4,200	\$	3,250	\$	5,000	\$	6,500	\$	33,950
Bidding	17.77			To be	billed	hourly as i	neede	d			(A#6)	Hourly
<b>Construction Administration</b>	\$	25,000	\$	3,800	\$	500	\$	2,500	\$	2,500	\$	34,300
Total Fee	\$	51,500	\$	24,500	\$	4,750	\$	12,000	\$	15,000	\$	107,750
Estimated Expenses					Par		77.				\$	1,100
Basic Services: Total Contract Amo	ount										\$	108,850
Add Service 01: Irrigation Water	\$	240	\$	1,400	\$	1,000	\$	9	\$	12	\$	2,640
Grand Total Contract Amount											\$	111,490

## **Fee Proposal**

#### **BG+co Hourly Rates**

Principal	\$ 165
Director	\$130
Architect III Architect II Architect I	\$ 115 \$ 100 \$ 85
Job Captain	\$ 95
Intern III Intern II Intern I	\$ 75 \$ 65 \$ 55
Project Manager III Project Manager II Project Manager I	\$ 115 \$ 100 \$ 85
Clerical	\$ 45

#### **Estimated Expenses**

Included in our fee is an estimated total for reimbursable expenses on the project broken down as follows:

• Construction Documents, (4) printed \$800 sets for permitting

Miscellaneous printing \$ 300

#### Schedule

We understand the City desires to occupy the Fire Station No. 8 in August of 2022. We have laid out this preliminary schedule based upon that desired end date. Due to current material availability and lead times, we recommend adding the CM/ GC to the team as early as possible.

#### Task 1: CM/GC Selection

• Duration: (5) to (6) weeks

• Meetings: (2) candidate interviews and selection

committee

Key Staff: Burke Martin, Peter Icenogle

The goal of Task 1 will be to review CM/ GC RFP responses, then assist with interviewing and selecting a CM/ GC partner for the project. We anticipate the City's procurement process to take approximately 3-4 weeks plus interviews and selection.

#### Task 1A: Site Layout and Design Updates

- Duration: (6) weeks (begins concurrently with Task 1)
- Meetings: (2) additional from Task 1 to review site design options and design updates
- Key Staff: Burke Martin, Leul Yoseph

Task 1A will be to complete the drawing set required for submittal for the planning clearance. This will begin concurrently with Task 1.

#### Task 2: Drawing Completion

• Duration: (4) weeks

• Meetings: (1) to review drawing status and comments

Key Staff: Burke Martin, Leul Yoseph

Task 2 will be to complete the drawing set and project manual for bidding and permitting purposes.

The work in this task is expected to run concurrently with the City Planning submittal preparation. The work in this task is also based upon minimal changes to the design and specifications from Fire Station No. 3.

#### Task 3: Planning Clearance

- Duration: (8) weeks (to be verified with City staff, will run concurrently with Task 2)
- Meetings: (1) to review planning clearance comments and formulate responses
- Key Staff: Burke Martin, Leul Yoseph

Task 3 will be to assist the City in making the site plan review submittal to City Planning. This task will likely require the longest time frame which may allow the design team time to complete the drawings and project manual required for CM/ GC sub-bidding purposes.

#### Task 4: Bidding and Permitting Assistance

• Duration: (4) weeks

. Meetings: (1) to attend pre-sub-bid OAC meeting

Key Staff: Burke Martin

During Task 4, BG+co. will attend a pre-sub-bid meeting, receive and respond to bidder questions via addenda, and provide construction documents for the City to submit for permit review to the Mesa County Building Department.

#### Schedule

#### Task 5: Construction

- Duration: (9) months (to be verified with selected CM/ GC)
- Meetings: (1) Owner/ Architect/ Contractor meeting per week to review construction progress and provide construction administration services.
- Key Staff: Burke Martin, Leul Yoseph

During construction, BG+co will provide weekly site visits concurrent with attendance at the OAC meeting. We will respond to Requests for Information (RFI), issue Architect's Supplemental Instructions (ASI), create Proposal Requests (PR), review General Contractor pay applications, review project submittals, perform regular construction observation and other activities typically associated with the Construction Administration phase. As the project nears occupancy, we will provide a punchlist walkthrough and project closout services. BG+co. will also provide a warranty walkthrough, with associated punchlist, at 11 months after occupancy.

Schedule		'21	g '21	p '21	t '21	v '21	c '21	'22	, '22	ır '22	r '22	ıy '22	1,22	22,	g '22
Task	Duration	耳	Au	Sep	Ö	2	De	Jan	Feb	₽	Ap	Ma	) j	ם	Au
1: CM/GC Selection	6 wks	E Washington			ПП				ПП	2 2	ш		ППП		Ш
1A: Site Layout/ Design Updates	6 wks								ПП						ПП
2: Drawing Completion	4 wks									100 100 100		100 751 2			Ш
3: Planning Clearance	6 wks														$\Pi\Pi$
4: Bidding/ Permitting Assistance	6 wks	- May 2001											ПП		
5: Construction	9 mos	7.5				DULL									

Note: Due to material availability and lead time issues, there may be a need to order certain materials early in the overall project schedule. Completion of construction by August of 2022 will almost certainly require a quick approval of some long-lead items prior to design completion.

Use of Sub-Consultants						
Name	City	State	Est. Value of V	Work	Work Tasks to be Assigned	
Austin Civil Group	Grand Junction	со	\$	25,900	Civil Engineering, site planning/ design, assistance with Community Development approvals	
Mitch Rewold Landscape Architect	Grand Junction	со	\$	<u>5,750</u>	Landscape Architecture, irrigation design	
Lindauer-Dunn, Inc.	Grand Junction	со	\$	12,000	Structural Engineering, foundation design, structure design	
Bighorn Consulting Engineers	Grand Junction	со	\$	15,000	Mechanical/ Plumbing/ Electrical Engineering	
Total Value of Sub-Contracts			\$	<i>58,650</i>		

- ✓ Permits and license fees
- ✓ Mileage
- √ Travel fees, room and board, per diem
- ✓ Printing costs for all standard review, bidding, and as-constructed plans and other correspondence and contract documents
- ✓ Film and processing
- ✓ Overtime engineering and inspection
- ✓ Any additional survey work that may be required including materials, stakes, etc.
- ✓ Additional required services

Any changes in the FIRM or their sub consultants staff or fee structure shall be presented in writing to the owner for approval prior to initiating any changes or performing any work.

#### 4.8 Project Schedule:

The FIRM shall provide a project schedule as part of the proposal and include any other key dates needed. The desired tentative construction completion date is end of August 2022.

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

## SECTION 5.0: CN RESPONSE FORM 4920-21-DH Professional Architectural Design Services for Fire Station #8

Offeror must submit entire Form completed, dated and signed.

1) All inclusive, not to exceed cost to provide design/engineering services for the Professional Architectural Design Services for Fire Station #8 to include, but not limited to: labor, materials, equipment, travel, design, drawings, engineering work, shipping/freight, licenses, permits, fees, etc. per specifications:

NOT TO EXCEED COST \$ 111, 49000

WRITTEN: ONE HUNDRED ELEVEN THOUSAND, FOUR HUNDRED NINETY dollars.

#### **COMPENSATION SCHEDULE**

Please break down this <u>not to exceed</u> price into the following categories. Requests for payment for specific phases shall not exceed the scheduled amount prior to completion of that phase:

CMGC Selection	\$ <u>2600°°</u>
Design Development Phase	\$ 36,8200 (INCL. HALF OF ADD. FEE FOR IRRIGATION INFRESTRUCTURE)
Construction Document Phase	\$35,270° (incl. HALF OF ADD. FEE FOR INS: GATON INFRASTRUCTURE)
Bidding Documents & Assistance	\$ HOURLY
Construction Administration Phase	\$34,3000
Total Contract Amount	\$ 111,49000 (INCL. \$1100 FOR NOT-TO-EXCEED EXPENSES)

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. The Owner reserves the right to take into account any such discounts when determining the award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the CN, 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.

BLYTHE GROUP+CO	PETER ICENOGLE
Company Name – (Typed or Printed)	Authorized Agent – (Typed or Printed)
the call	970.242.1058
Authorized Agent Signature	Phone Number
622 ROOD AVENUE UNIT A Address of Offeror	E-mail Address of Agent
	1 /
GHAND JUNCTION CO 81501 City, State, and Zip Code	7 / 7 / 2 / Date