



**Request for Proposal
RFP-5151-22-DD**

Design/Build Dos Rios Splash Park Project

RESPONSES DUE:

January 6, 2023, Prior to 2:00 PM MST

Accepting Electronic Responses Only

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

www.bidnetdirect.com/colorado

(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)

NOTE: All City solicitation openings will continue to be held virtually.

PURCHASING REPRESENTATIVE:

Dolly Daniels – Senior Buyer

dollyd@gjcity.org

970-256-4048

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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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 shall be directed to:

RFP Questions:

Dolly Daniels, Senior Buyer
dollyd@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 any formal solicitation (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 RFP is to obtain proposals from qualified and professional firms/contractors specializing in the design and installation of fountains and splash pad features within a 23,000 square foot area in the new Dos Rios Development in Grand Junction. The proposed design shall be all inclusive and turn-key, to include, but not be limited to: all necessary and required design services to complete the design that is currently at 70% for the splash park and 100% for landscape, installation of all features, fixtures, electrical, controls, connectivity, training, filtration, all permitting necessary, etc.
- 1.3 **Site Visit Meeting:** Interested Firms/Contractors are strongly encouraged to attend a site visit meeting. The purpose of this site visit meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). **The site visit meeting shall take place on November 29, 2022, at 1:00pm at the 2601 Dos Rios Drive, Grand Junction, CO.** Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.
- 1.4 **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.
- 1.5 **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.
- 1.6 **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 (<http://www.bidnetdirect.com/colorado>).** *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 <https://co-grandjunction.civicplus.com/501/Purchasing-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**)

Proposal Opening for Design Build Dos Rios Splash Park Project RFP-5151-22-DD
Jan 6, 2023, 2:00 – 2:30 PM (America/Denver)

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- 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 Owner. 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 <http://www.bidnetdirect.com/colorado> and <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> 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 work 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 section titled “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 Offeror as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

- 1.16 Sales Tax:** City of Grand Junction 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 Cover Letter by 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, 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 Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work 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 anyone, 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 work 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 Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, Contractor shall assume full responsibility and shall bear all costs attributable.
- 2.4 The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the

Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.

- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** As soon as practicable after bids are received and prior to the award of the contract, the successful Contractor shall furnish to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the contract.

- 2.9. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.10. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.11. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.12. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his equipment and surplus materials.
- 2.13. Miscellaneous Conditions:** Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.14. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.15. Performance & Payment Bonds:** After design & construction documents completion, but prior to construction commencement, Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount

as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents (NOTE: if project is phased, bonds may be submitted in the amount of each phase). These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

- 2.16. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract, this is related only to the construction portion of the contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.17. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.18. Liquidated Damages for Failure to Meet Project Completion Schedule:** Once a construction schedule is set and agreed upon by both Owner and Contractor, as liquidated damages only apply to the construction portion(s) of the project. If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$5,000.00**, is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: added damages for permit/violations from the State (CDPHE - Colorado Department of Public Health and the Environment) due to project delays, additional engineering,

inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives is written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished, and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.19. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.

- 2.20. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.21. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.22. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.23. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work 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 work 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 Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents. The work performed by Contractor 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 work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.24. Protection of Persons & Property:** The Contractor 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. Contractor 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 Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, 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.
- 2.25. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All

such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.

- 2.26. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.27. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work 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.
- 2.28. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.29. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. 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.
- 2.30. 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.

- 2.31. 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.
- 2.32. 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. Contractor 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.
- 2.33. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.34. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.35. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.36. 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.
- 2.37. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work 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.
- 2.38. 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.
- 2.39. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.39.1. 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.

2.39.2. 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.

2.39.3. 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.

2.40. Affirmative Action: In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.

2.41. 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 workers 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).

2.42. 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.

2.43. 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.

2.44. 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.

2.45. 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.

2.46. 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, subcontractor 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.

2.47. 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.

- 2.48. 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.
- 2.49. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.50. 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.
- 2.51. 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.
- 2.52. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.53. 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.
- 2.54. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.55. 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.
- 2.56. 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.

- 2.57. 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.
- 2.58. Gratuities:** The Contractor 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 Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.59. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.60. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.61. 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.
- 2.62. 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.
- 2.63. Default:** The Owner reserves the right to terminate the contract in the event the Contractor 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.
- 2.64. 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.
- 2.65. 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.

2.66. Definitions:

- 2.66.1. "Consultant" refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.66.2. "Offeror" refers to the person or persons legally authorized by the Contractor and/or CM/GC to make an offer and/or submit a bid (fee) proposal in response to the Owner's RFP.
- 2.66.3. The term "Work" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.66.4. "Owner" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub- Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.66.5. "Contractor and/or CM/GC" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.66.6. "Sub-Contractor" is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

- 2.67. 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.
- 2.68. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

"Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys

SECTION 3.0: INSURANCE REQUIREMENTS

- 3.1 Insurance Requirements:** The selected Contractor 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 Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor 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.

Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. 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:

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

(b) General Liability insurance with minimum 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 hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum 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 contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

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

3.2 Additional Insured Endorsement: The policies required by paragraph (b) 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 Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. General/Background: The Riverfront at Dos Rios is a public-private partnership between the City of Grand Junction and private developer May-Riegler. The Riverfront at Dos Rios is a 58-acre mixed-use development in the heart of the City of Grand Junction near the confluence of the Gunnison and Colorado River. It consists of 16 acres of parks and open space, 10 acres of retail/commercial use and acres of mixed-use development, including

residential. The City is nearing completion of a \$10.9 million public investment in street and utility infrastructure. The proposed splash park contemplated with this request for proposal is a separate project.

The Riverfront at Dos Rios is a significant development along the Colorado Riverfront. As such, the City desires a regionally iconic splash park to serve as key amenity not only to the development but the entire Colorado River corridor and region. This splash park project will enhance the Riverfront at Dos Rios development that will stimulate economic development. The splash park will serve the mixed-use development and provide a destination within the regional park, open space and recreational amenities along the Colorado River. A 23,000 square foot section next to the recently constructed public park amenities will be developed as a splash park as shown in the enclosed design to serve both artistic and recreational purposes.

4.2. Project Purpose: The purpose of this RFP is to obtain proposals from qualified and professional firms/contractors specializing in the design and installation of modern, splash park, fountains, and water splash parks.

4.3. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Contractor. All plans, drawings and specifications shall become the property of the City of Grand Junction and shall be provided to the City in both hard copy and electronic (native and .pdf) formats.

4.4. Special Conditions/Provisions:

4.4.1 Site Visit Meeting: Interested Firms/Contractors are strongly encouraged to attend a site visit meeting. The purpose of this site visit meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). **The site visit meeting shall take place on November 29, 2022 at 1:00pm at the 2601 Dos Rios Drive, Grand Junction, CO.** Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.

4.4.2 Licenses and Permits: Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. **See Section 2.3.**

4.4.3 Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-paid and allowed. Staging area will likely be provided at 750 Calle Rios Dr., Grand Junction, CO 81501. May Riegler, the private developer with which the City is partnered with this project on, will need to be involved in coordination of staging areas since residential and retail development will be in process.

4.4.4 Price: Pricing shall be established as **“a guaranteed maximum price, (GMP)”**, and shall be all inclusive to include but not be limited to: all remaining design and contract administration, labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to the site), travel, meetings, conference calls, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Contractor shall submit their pricing utilizing the attached form in Section 7.0 Solicitation Response Form.

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

4.4.5 Warranty: Contractor shall submit manufacturer warranty information for Owner's approval, prior to product ordering. Additionally, Contractor shall provide a minimum 1 year Contractor's warranty.

4.4.6 Laws, Codes, Rules, and Regulations: Contractor shall ensure that all services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such services.

4.4.7 Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to each of the project sites.

4.4.8 Equipment/Product/Materials Quantities: Contractor shall be responsible for determining all measurements for correctness, and all quantities/types of equipment/products/materials required for successful project completion. Also see Section 2.5 **Quantities of Work and Unit Price.**

4.4.9 Contractor Staging Area: Awarded Contractor shall coordinate with Owner for proposed project staging area during the construction phase.

4.4.10 Construction Working Schedule: Working schedule shall be Monday – Friday from 7:00am-5:00pm. If alternate scheduling is needed, Contractor shall coordinate with, and receive approval from, the City's Project Manager.

4.4.11 Time of Completion: Contractor shall submit a complete project schedule for both design and construction with their proposal. The City and awarded Contractor shall negotiate the final project completion date.

4.4.12 Brand Name or Equal: Whenever in this bid invitation any particular materials, process, mechanism, and/or equipment are indicated, described, or specified by patent, proprietary, or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating minimum acceptable requirements and will be deemed to be followed by the words, "or equal". Proof satisfactory to the Owner must be provided by Bidder to show that the alternative product/equipment/vehicle is in fact, equal to specification requirements. The Owner has determined that the brand name, model name/numbers meet the specifications as stated in the solicitation documents. These manufacturer's references are not intended to be restrictive but descriptive of the type and quality the Owner desires to purchase. Bids for similar manufactured items of like quality will be considered if the bid is fully noted with the manufacturer's brand name and model. The Owner reserves the right to determine products of equal value. Bidders will not be allowed to make unauthorized substitutions after award is made.

4.4.13 Contract: A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the proposer's response (proposal) to the RFP, (3) clarification of the proposal, if any, and (4) the City's Purchasing Department's acceptance of the proposal by "Notice of Award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The proposer expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

4.4.14 CITY PROJECT MANAGER: The Project Manager for the Project is Ken Sherbenou. During Design and Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

**City of Grand Junction
Department of Parks & Recreation
Attn: Ken Sherbenou, Project Manager
1340 Gunnison Ave
Grand Junction, CO 81501**

4.5. Scope of Services: The general scope of services to be obtained as a result of this RFP includes all design, preconstruction, and construction services required for successful completion of the project.

The design needs closely align with the design documents provided in the attachments. Significant vision has already been laid out for this feature through Construction Document on the Landscaping and a contractor experienced in splash pads and fountains is needed to carry out and construct this design and vision. Design is complete on the landscaping and 70% design is complete on the splash park/water feature. The completion of this design must be done in close collaboration between May Riegler, the City of Grand Junction and the selected Contractor. The expectation is that the resultant plans to be constructed reflect this collaboration and tie directly to the overall vision for the Dos Rios development. Regular communication will be necessary between May Riegler, the City of Grand Junction and the selected Contractor as the design is finished that both the City and May-Riegler must approve.

The Dos Rios Riverfront water feature is designed to be architectural, aesthetic and interactive. The feature is intended to allow visitors to sit next to the water or interact with the water.

All filtration & water treatment equipment is to be per local health department guidelines. Please follow the Department of Public Health and Environment Regulations found here:

<https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=375#:~:text=The%20minimum%20number%20of%20showers,affected%20by%20steam%20or%20water.>

Access and circulation corridors should be allowed for around all equipment. Acceptable safety spacing shall be planned for and allowed around all equipment and structures.

Proposal should include power supply and distribution needs, and water, sewer, and storm water requirements.

The splash park contractor shall complete design, obtain all permits, construct, manufacture, procure equipment/material, install, train City personnel, and startup/test the new splash park/water feature.

The final design must comply with the design documents included in the attachments. This includes also adhering to the site constraints shown in the as-built drawings. These are attached with relevant sheets for the 23,000 square foot area identified for the splash park. There is an index sheet for these site utilities for each set of different wet utilities.

Minimum Splash Park Contractor Requirements:

- At least five years in the industry, with experience directly related to splash parks and water playground projects of facilities similar in size and scope.
- Successfully completed three (3) similar projects of scope and size within the last five (5) years. Please include budgetary information on each of these project references.
- Each design/build firm must show:
 - (a) complete disclosure of any incidents of default on projects where the Firm or related entity acted as project sponsor and the current status of such incidents.
 - (b) complete disclosure of any liabilities, contingent liabilities, obligations, charges and liens, covenants, off-balance sheet financing arrangements, defaults, legal action pending, or other matters that might prevent the Firm from implementing the Project; and
 - (c) the Firm's or related entity's latest audited financial statements available as at the date of the RFP Submission.
 - Ability to meet the bonding and insurance requirements of the City of Grand Junction. Submit a Bid Bond and COI with this response.
 - Architect and engineers retained to complete design/construct facility are to be licensed/registered to practice in Colorado.
 - Qualified and permitted by law to perform the services provided for this project. All personnel engaged in this work for this project shall likewise be qualified and permitted to perform necessary duties.
 - Ensure compliance with all applicable environmental regulations related to the project.
 - The ability to develop value engineered option that fit within the budget. This includes plans, drawings, designs, and the ability to obtain and manage permitting, scheduling and any other typical building construction task.
 - Project management and supervision.
 - Coordination of construction, scheduling of construction meetings and resolving discrepancies or disputes with sub-contractors or other supply or services vendors.

- Preparation of all plans, schematics, drawings, scope, specifications, and all other related documents and requirements associated with the successful completion of this project. All said documents shall become the property of the City of Grand Junction, and shall be provided to the City in both hard copy and electronic (native and .pdf) formats.
- Providing a time frame for completion of total design development, and each construction phase as well as a schedule for total completion of the project.
- Scheduling inspections and meeting applicable National, State and local building and Aquatic code requirements to achieve approval of work. The selected firm will be responsible for obtaining all building permits and will be responsible for permit related fees.
- The selected firm may use local, qualified partners in design, engineering, construction and maintenance of the facility.

Summary of Requirements of the selected Contractor:

- Designing a plan for Dos Rios Splash Park (at a minimum). Completing design shall consist of: architectural and engineering to Construction Documents for the Splash Park/Water Feature, program management, construction management, feasibility studies (if required), preliminary engineering, design, architectural engineering, surveying, mapping or other related A&E Services; design/engineer plans/services shall ultimately be all inclusive.
- Securing all local, state and Federal permits required to construct the project;
- Constructing the project on a site provided by Owner;
- Completion of all work on the splash park project (including testing and commissioning) by the negotiated date between the awarded Contractor and Owner.

NOTE: Contractor shall take any and all necessary precautions to minimize damage to landscaping, pathways, structures, etc. throughout the project. Contractor shall be responsible to make repairs for any damages by the Contractor, Contractor's employees, Sub-Contractors, suppliers, etc.

- Providing training to Owner employees on new slash park operation, safety and emergency procedure;
- Owner shall be the sole contracting entity for the equipment and be provided by the selected Firm/Contractor.
- Complete Design of Splash Park/Water Feature to Construction Document Design
- Project management and coordination
- Data collection, review and organization
- Validate additional (if any) operational requirements
- Basis of design report

- Progressive design with owner review at 90% and Construction Documents
- Construction administration

Attached Documents (Open with Link):

- A. **Landscape Architecture Construction Document Package for the Splash Park/Water Feature from NVIZ: 100% Design**
<http://trimview.gjcity.org/?=SOLDOC/25045>
- B. **Splash Park/Water Feature Performance Standard Design from Waterline Studios: 70% Design**
<http://trimview.gjcity.org/?=SOLDOC/25046>
- C. **Dos Rios Development Plan**
<http://trimview.gjcity.org/?=SOLDOC/25047>
- D. **Dos Rios Splash Pad – Exact Location**
<http://trimview.gjcity.org/?=SOLDOC/25048>
- E. **Utility As Builds of Dos Rios**
<http://trimview.gjcity.org/?=SOLDOC/25049>
- F. **Dos Rios Grading Plan**
<http://trimview.gjcity.org/?=SOLDOC/25050>

4.6. RFP Tentative Time Schedule:

- | | |
|--|---------------------------|
| • Request for Proposal Available | November 14, 2022 |
| • Site Visit Meeting/Briefing | November 29, 2022, 1pm |
| • Inquiry deadline, no questions after this date | December 5, 2022 |
| • Addendum Posted | December 7, 2022 |
| • Submittal deadline for proposals | January 6, 2023 at 5pm |
| • Owner evaluation of proposals | January 9 – Jan. 13, 2023 |
| • Interviews (if required) | January 19, 2023 |
| • Final selection | January 23, 2023 |
| • City Council Approval | February 1, 2023 |
| • Contract execution | February 2, 2023 |
| • Bonding and Insurance | February 10, 2023 |
| • Work begins | Upon Notice to Proceed |
| • Completion Date | July 10, 2023 |

4.7. Questions Regarding Scope of Services:

Dolly Daniels, Senior Buyer
dollyd@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.bidnetdirect.com/colorado>).* *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. (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. 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 H**.

- 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 Contractor 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. In addition to Section 4.3 Scope of Services, Proposers shall also provide the following information with their proposal submittal:

Splash Park Design Experience and Capabilities

Note: Key personnel will be committed to this project in the contract and can only be changed by approval of the City.

Provide a summary of key personnel experience information. List the most recent projects first. Include project owner and contact reference, project location, scope of project, design cost, construction cost, project duration and completion date. Additional discussion of Key Personnel experience can be provided as a narrative in the RFP.

Important experience includes Splash Park and other similar splash park projects of scope and size. Higher rating will be given to experience in Design/Build of Splash Park projects. The RFP response must include the following information, which will be used to rate the splash park experience and design capabilities of the Design team.

- a. Discuss the design experience of key personnel that is similar or relevant to this Project.
- b. Discuss experience of the key personnel working together on past Design/Build or Design-Bid-Build projects. List previous projects and roles of the key personnel. Provide client references and resumes of key personnel.
- c. Discuss goals and challenges on previous projects that the team was involved in and how goals were met and challenges were addressed by key personnel.

- d. Discuss projects with a change order values over 5% of the original project cost (not including change orders) or time delays over 1 month of the original duration. Describe circumstances that led to the change orders or delays and how the issues were resolved with the owner.

Contractor Experience and Capabilities

Note: Key personnel will be committed to this project in the contract and can only be changed by approval of the City.

Provide a summary of key personnel experience. List at least three projects (within the last five years) for each project type listed below. If less than three completed projects, Contractor can still be used for the Contractor team but will receive fewer points in the evaluation. List the most recent projects first. Additional discussion of contractor experience can be provided as a narrative in the RFP.

Important construction experience includes Splash Park and other similar splash park projects of scope and size. Higher rating will be given to construction experience in Construction of splash park and fountain projects. The RFP response must include the following information, which will be used to rate the construction and construction management capabilities of the Contractor team.

- a. List recent construction projects completed at a Splash Park or other similar splash park projects of scope and size. If Contractor does not have this experience, list the proposed subcontractor and provide the subcontractor information.
- b. Discuss projects listed with a change order values over 5% of the original project cost (not including change orders) or time delays over 1 month of the original duration.
- c. Describe circumstances that led to the change orders or delays and how the issues were resolved with the owner.
- d. Provide the contractor's safety information, including a summary of the safety program or plan.
- e. For information only. Provide information on major subcontractors (e.g. structural concrete, electrical, process mechanical) proposed for this project. Indicate if the subcontractor worked on a previous Design/Build or a Design-Bid-Build project. If subcontractors have not been determined, list subcontractors you have previously worked with and the project they worked on.

Start-Up, Commissioning, Performance Verification, and Training

The RFP response must include the following information, which will be used to rate the support that the Design/Build team provides for startup, commissioning, performance verification, and training of the project.

- a. Describe the general approach and process that will be used in start-up, commissioning, performance verification, and training for this project. Identify the personnel that will perform start-up and list previous experience.
- b. Discuss the experience of the Design/Build in start-up, commissioning, performance verification, and training.

- c. Describe the types of operation and maintenance documents prepared on previous projects and recommended O&M documents for this project.

- C. **Strategy and Implementation 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, to include the brand, model, type and style of Splash Park system your firm is proposing. 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. Include a **time schedule** for completion of your firm's implementation plan for both design and construction and an estimate of time commitments from Owner staff. Also include, warranty and service plan information.
- D. **References:** Provide references per Section 4.3 Scope of Services, Minimum Splash Park Design/Build Firm Requirements with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. **Bid Bond and Certificate of Insurance:** Proposer shall submit a Bid Bond and Certificate of Insurance, as per the solicitation documents.
- F. **Fee Proposal:** Provide your fee proposal, as stated in Section 4.2.4 Pricing, using the Solicitation Response Form found in Section 7. Please provide a breakdown of each category that make up your Guaranteed Maximum Price (GMP). This includes between up into the two major sub categories of the Splash Park/Water Feature as well as the landscaping. Provide further detail in both of these major sub categories.
- G. **Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.
- H. **Financial Statements:** Proposer shall provide an audited financial statement, as 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.

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 (**with weighted values**):

The following collective criteria shall be worth 90%
<ul style="list-style-type: none">• Responsiveness of Submittal to the RFP (5) (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 (20) (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)• Experience (25) (Firm's proven proficiency in the successful completion of similar projects.)• Strategy & Implementation Plan (25) (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 Plan for details.)• Warranty and Service Plan (15) (Firm's warranty and service plan provides for adequate service, repair, and replacement coverage. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)

The following criteria shall be worth 10%
<ul style="list-style-type: none">• Fees (10)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, contractor, 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 may invite the most qualified rated proposers to participate in oral interviews.
- 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 Contractor.

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5151-22-DD

“Dos Rios Splash Park Project”

Offeror must submit entire Form completed, dated and signed.

1) Cost plus a Fixed Fee with a Guaranteed Maximum Price:

Fixed Fee \$ _____

WRITTEN: _____ **dollars.**

Splash Park/Water Feature Construction: \$ _____

Landscaping Construction: \$ _____

Guaranteed Maximum Price \$ _____

WRITTEN: _____ **dollars.**

The Owner reserves the right to accept any portion of the work 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. 98-03544. 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 Contractor 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 Signature

Address of Offeror

City, State, and Zip Code

Authorized Agent – (Typed or Printed)

Phone Number

E-mail Address of Agent

Date