



**Request for Proposal  
RFP-5175-23-DD**

**Design-Build Dos Rios Riverfront Improvements  
Project**

**RESPONSES DUE:**

February 15, 2023 Prior to 2:00 PM MST

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

<https://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](mailto:dollyd@gjcity.org)

970-256-4048

# **REQUEST FOR PROPOSAL**

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### **Attachments**

- 1. Landscape Architecture Package for Riverfront Improvements from NVIZ:  
100% Design**  
<http://trimview.gjcity.org/?=SOLDOC/25335>
- 2. Utility As Builts of Dos Rios**  
<http://trimview.gjcity.org/?=SOLDOC/25336>
- 3. Dos Rios Grading Plan**  
<http://trimview.gjcity.org/?=SOLDOC/25337>

## REQUEST FOR PROPOSAL

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

**NOTE:** It is the Contractor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and Project/Services being solicited.

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

Dolly Daniels, Senior Buyer  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified Contractors specializing in earthwork and riverfront improvement to work in the new Dos Rios Development in Grand Junction. The construction shall be in harmony with the landscape designs as provided in this RFP.
- 1.3 Optional 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 January 31, 2023, 2pm 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 Offerors, by submitting a proposal, agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything 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 Agent prior to the submittal deadline.
- 1.6 Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting.

**1.7 Submission:** See Section 5.0 for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5.0. Submittals that fail to follow this format may be ruled non-responsive.

**Proposal Opening Dos Rios Riverfront Improvements Project RFP-5175-23-DD**

Feb 15, 2023, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.

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You can also dial in using your phone.

Access Code:

339-361-077

United States:

[+1 \(408\) 650-3123](tel:+14086503123)

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Meeting ID:

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**1.8 Altering Proposals:** Any alterations made prior to opening date and time must be initiated by the Offeror. Proposals may not be altered or amended after submission deadline.

**1.9 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.

**1.10 Acceptance of Proposal Content:** The selected proposal shall become Contract Documents. Failure of the successful Offeror to accept these obligations in a Contract shall result in cancellation of the award and such Offeror shall be removed from future solicitations.

**1.11 Addenda:** All questions shall be submitted in writing to the Purchasing Agent. 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 Purchasing Agent. Sole authority to authorize addenda shall be vested in the Purchasing Agent. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.bidnetdirect.com/Colorado](http://www.bidnetdirect.com/Colorado). Offerors shall acknowledge receipt of all addenda in the proposal.

**1.12 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. An Offeror taking exception to the specifications does so at the Offeror's 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 any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if

accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates 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 the proposal and Contract Documents.

- 1.13 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 may establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with CORA, the request shall be reviewed and decided by the Owner. If denied, the Offeror shall have the opportunity to withdraw its proposal, or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.14 Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror 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 the City’s right.
- 1.15 Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following requirements:
- 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.
- 1.16 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, its representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. All proposals shall be open for public inspection after the Contract is awarded.
- 1.17 Sales Tax:** The Owner is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.18 Public Opening:** Proposals shall be opened in a virtual meeting immediately following the proposal deadline. Offerors, its representatives and interested persons may be present. Only the name(s) and business address of the Offeror(s) 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 which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute the Letter of Interest or Cover Letter together with the contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as 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 it has familiarized itself with the local conditions under which the Work is to be performed and correlated its 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 Contract 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. It is 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, including the City, 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 Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Purchasing Agent, Contractor shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.4. 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 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 its defective Work.
- 2.5. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work. The City

does not expressly or by implication agree that the actual amount of Work or material will correspond therewith and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price. The City also reserves the right to make changes in the Work including the right to delete any bid item in its entirety or add additional bid items.

- 2.6. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Work under a Contract with the Contractor.
- 2.7. 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.
- 2.8. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work, it shall remove all the waste materials and rubbish from and about the project, as well as all the equipment and surplus materials.
- 2.9. 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 Owner finds 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.
- 2.10. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten (10) calendar days to enter into a Contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Each bidder shall guaranty its total bid price for a period of sixty (60) Calendar Days from the date of the bid opening.

- 2.11. Performance & Payment Bonds:** 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. 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.

**2.12. 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. 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.

**2.13. Liquidated Damages for Failure to Meet Project Completion Schedule:** 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 **\$1,200.00** 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: 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 its 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 fails 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.

- 2.14. 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.
- 2.15. 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 it 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, it shall restore, at its 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.
- 2.16. 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. 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.

- 2.17. 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.
- 2.18. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional Services thereby made necessary. 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.
- 2.19. Acceptance Not Waiver:** The Owner's acceptance or approval of any Work furnished hereunder shall not in any way relieve the proposer of its present responsibility to maintain the high quality, integrity, and timeliness of its 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.
- 2.20. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All change orders/amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.21. Assignment:** The Offeror shall not sell, assign, transfer or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.22. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing the Work and the fulfillment of the Work for and on behalf of the public. 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.
- 2.23. 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.
- 2.24. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the Work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.25. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.26. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Contractor. The Contract represents the entire and integrated agreement between the City and the Contractor 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.

- 2.27. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Work proposed and/or performed by the Contractor. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.28. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.29. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work 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 (30) days past notification.
- 2.30. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Contractor, agrees to:
- 2.30.1.** 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 Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.30.2.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
  - 2.30.3.** 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.
- 2.31. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the Contract employ Workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.32. Ethics:** The Contractor shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.33. Failure to Deliver:** In the event of failure of the Contractor to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Contractor responsible for any and all costs resulting in the purchase of additional Services and materials necessary to perform the Work. This remedy shall be in addition to any other remedies that the Owner may have.

- 2.34. 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 of the Contract Documents at any time in accordance with the terms thereof.
- 2.35. Force Majeure:** The Contractor 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 Contractor, unless otherwise specified in the Contract.
- 2.36. Indemnification:** Contractor 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 Contractor, or of any Contractor's agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance.
- 2.37. Independent Firm:** The Contractor 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 Contractor, its servants, or agents. The Owner shall not withhold from the Contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.38. 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.
- 2.39. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner and shall be provided to the City in both hard copy and electronic (native and .pdf) formats.
- 2.40. 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.
- 2.41. Patents/Copyrights:** The Contractor 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 Contractor 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 Request For Proposal.

- 2.42. Governing Law:** Any agreement as a result of responding to this Request For Proposal 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.
- 2.43. Expenses:** Expenses incurred in preparation, submission, and presentation of a response to this Request For Proposal are the responsibility of the Contractor and cannot be charged to the Owner.
- 2.44. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under this Contract.
- 2.45. 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. Colorado law prohibits 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. The Contract will be subject to and provide a non-appropriation of funds clause.
- 2.46. 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 Offerors. The Owner may or may not, at its discretion, accept future proposals for the same Service or commodities for participants in such collusion.
- 2.47. 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 its discretion, terminate the Contract without liability to the Owner.
- 2.48. 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.
- 2.49. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.50. Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

- 2.51. 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 Contract. Breach of contract or default authorizes the Owner to purchase like Services elsewhere and charge the full cost to the defaulting Contractor.
- 2.52. Multiple Offers:** If an Offeror submits more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Offer". The Owner reserves the right to make award in the best interest of the Owner.
- 2.53. 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 its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its 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 its solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.54. Definitions:**
- 2.54.1.** "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 RFP.
- 2.54.2.** The term "Work" includes all labor, materials, equipment, and/or Services necessary to produce the requirements of the Contract Documents.
- 2.54.3.** "City" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The terms City means the City or its authorized representative(s). Based on such observations and the Contractor's Application for Payment, the City will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the Contract. The City will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it 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 then be fabricated, installed, or completed. The City will not be responsible for the acts or omissions of the Contractor and Sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.
- 2.54.4.** "Contractor" is the person, organization, Firm or consultant 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 it 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.

**2.54.5.** "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.

**2.55. Public Disclosure Record:** If the Offeror has knowledge of its employee(s) or Sub-Contractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

**2.56. 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 and permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

**2.56.1.** "Public Works 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 the Contract. 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 the Contract 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 Sub-contractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contractor. 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: 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 (XCU) 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 City 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 interest provision.

**3.2 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include Grand Junction, its Elected and Appointed Officials, Employees and Volunteers as Additional Insured. Every required policy 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 the Contractor. The Contractor 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 has completed \$10.9 million in public investment in street and utility infrastructure. The riverfront improvements described with this RFP are a separate project from all of this already completed Work. Also, in early 2023 and into mid 2023 is the splash park project to be constructed adjacent to the riverfront improvements described in this RFP.

The Riverfront at Dos Rios is a significant development along the Colorado Riverfront. As such, the City desires riverfront improvements to improve the aesthetic, public benefit and use and environmental sustainability. The riverfront improvements will enhance the Riverfront at Dos Rios development, which will stimulate economic development. The riverfront improvements will serve the mixed-use development and provide a destination within the regional park, open space, and recreational amenities along the Colorado River. Riverfront improvements will feature prominently Playa Dos Rios, an improved beach area to provide another public recreational amenity.

- 4.2. Project Purpose:** The purpose of this RFP is to obtain proposals from qualified and professional Firms/Contractors with the ability to perform earthwork and riverfront improvements.
- 4.3. Plans & Specifications.** Construction plans and specifications will build upon the landscape plans included in this RFP resulting in construction documents. These design plan 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.
- 4.4. Special Conditions/Provisions:**

**4.4.1 Optional 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 January 31, 2023, 2pm at the 2601 Dos Rios Drive, Grand Junction, CO.

**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.

**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. This price will be divided into a Task 1 and a Task 2. Please see the landscape design plans.

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 its 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 on any equipment used such as irrigation equipment described in Task 2.

**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 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.

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

**4.4.9 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.

**4.4.10 Time of Completion:** Contractor shall submit a complete project schedule for construction with its proposal. The City and awarded Contractor shall negotiate the final project completion date.

**4.4.11 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.

**4.4.12 City Project Manager:** The Project Manager for the Project is Ken Sherbenou. During 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  
kensh@gjcity.org  
1340 Gunnison Ave  
Grand Junction, CO 81501**

**4.4.13 Contract Administrator:** The Contract Administrator for the Project is Duane Hoff, Jr., who can be reached at (970) 244-1545. During Construction, contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff, Jr., Contract Administrator  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

**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.

In addition, the construction needs to follow the landscape design documents provided in the attachments. Significant vision has already been laid out for this feature through landscaping design documents and a Contractor earthwork and riverfront restoration is needed to carry out and construct this design and vision. The expectation is that the resultant construction tie directly to the overall vision for the Dos Rios development.

Please see the attached landscape plans that provide prospective instructions on the improvements to be made. Proposals need to provide a price for Task 1 (sheets D1, D2, G1, G2) and a price for Task 2 (sheets L1, L2, L3, IR1, IR2, IR3, IR4). Contractor/Firm needs to complete this design with construction documents and complete the Work as described in the current landscape plans from NVISION DESIGN STUDIO.

**Minimum Contractor Requirements:**

- At least five years in the industry, with experience directly related to similar earthwork and riverfront improvement project Work.

- 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 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.
    - 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.
    - Providing a time frame for completion of 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:**

- 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 riverfront improvements 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.**

- Project management and coordination
- Data collection, review, and organization
- Validate additional (if any) operational requirements
- Construction administration

**Attached Documents: (Click Links For Access)**

1. **Landscape Architecture Construction Document Package for the Riverfront Improvements from NVIZ: 100% Design**  
<http://trimview.gjcity.org/?=SOLDOC/25335>
2. **Utility As Built of Dos Rios**  
<http://trimview.gjcity.org/?=SOLDOC/25336>
3. **Dos Rios Grading Plan**  
<http://trimview.gjcity.org/?=SOLDOC/25337>

**4.5. RFP Time Schedule:**

- |  |                          |
|--|--------------------------|
| • Request for Proposal Available                 | January 18, 2023         |
| • Site Visit Meeting/Briefing                    | January 31, 2023, 2pm    |
| • Inquiry deadline, no questions after this date | February 8, 2023         |
| • Addendum Posted                                | February 9, 2023         |
| • Submittal deadline for proposals               | February 15, 2023 at 2pm |
| • Owner evaluation of proposals                  | Feb 16 – Feb 23, 2023    |
| • Interviews (if required)                       | February 27, 2023        |
| • Final selection                                | February 28, 2023        |
| • City Council Approval                          | March 15, 2023           |
| • Contract execution                             | March 20, 2023           |
| • Bonding and Insurance                          | March 27, 2023           |
| • Work begins                                    | Upon Notice to Proceed   |
| • Completion Date                                | October 1, 2023          |

**4.6. Questions Regarding Scope of Services:**

Dolly Daniels, Senior Buyer  
[dollyd@gjcity.org](mailto: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 ([www.bidnetdirect.com/colorado](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 <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 its interest in this Project, show its specific experience and address its 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 F**.

- 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:** Offerors shall provide its 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 its proposal submittal:

### Earthwork and Riverfront Improvement 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.

Higher rating will be given to experience in construction of similar projects. The RFP response must include the following information, which will be used to rate the earthwork and riverfront improvement experience.

- a. Discuss experience of the key personnel working together on past similar projects. List previous projects and roles of the key personnel. Provide client references and resumes of key personnel.
- b. 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.
- c. 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.

### 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 Offerors 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 proposer in start-up, commissioning, performance verification, and training.
- C. Strategy and Implementation Plan:** Describe the Firm's interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate its 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 the Firm's implementation plan for 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 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) including providing a separate price for task 1 and a separate price for task 2 (task 1 and task 2 are described in the attached landscape design documents). Provide further detail in both of these major subcategories, Task 1 and Task 2.
- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of Services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only Offerors 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 and Work 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"><li>• <b>Responsiveness of Submittal to the RFP (5)</b> (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.)</li><li>• <b>Understanding of the Project and Objectives (20)</b> (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)</li><li>• <b>Experience (25)</b> (Firm's proven proficiency in the successful completion of similar projects.)</li><li>• <b>Strategy &amp; Implementation Plan (25)</b> (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.)</li><li>• <b>Warranty and Service Plan (15)</b> (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.)</li></ul>

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

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

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

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated Offerors to participate in oral interviews.
- 6.4 Award:** Offerors 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-5175-23-DD**

**“Design-Build Dos Rios Riverfront Improvements Project”**

*Offeror must submit entire Form completed, dated and signed.*

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

**Fixed Fee** \$ \_\_\_\_\_

**FIXED FEE WRITTEN:** \_\_\_\_\_ **Dollars.**

**Task 1 (Plan sheets D1, D2, G1 and G2):** \$ \_\_\_\_\_

**Task 1 Price Written** \_\_\_\_\_ **Dollars.**

**Task 2 (Plan sheets L1, L2, L3, IR1, IR2, IR3, IR4)** \$ \_\_\_\_\_

**Task 2 Price Written** \_\_\_\_\_ **Dollars.**

**Guaranteed Maximum Price** \$ \_\_\_\_\_

**GUARANTEED MAXIMUM PRICE WRITTEN:** \_\_\_\_\_ **Dollars.**

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*The Owner reserves the right to accept any portion of the Work to be performed at its discretion. Depending on budget, Task 1, or any other component for that matter, may only be performed at this point in time.*  
-----

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 it is 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

The undersigned Bidder proposes to subcontract the following portion of Work:

<u>Name &amp; address of Sub-Contractor</u>	<u>Description of Work to be performed</u>	<u>% of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Offeror acknowledges the right of the City to reject any and all Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Offer each party thereto certifies as to his own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Offer with any other Offeror or with any competitor.