



**Request for Proposal
RFP-5241-23-DH**

**Architectural/Engineering (A/E) Services for
New Community Recreation Center**

RESPONSES DUE:

May 31, 2023, Prior to 3:00pm

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 AGENT:

Duane Hoff Jr, Contract Administrator

duaneh@gjcity.org

970-244-1545

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

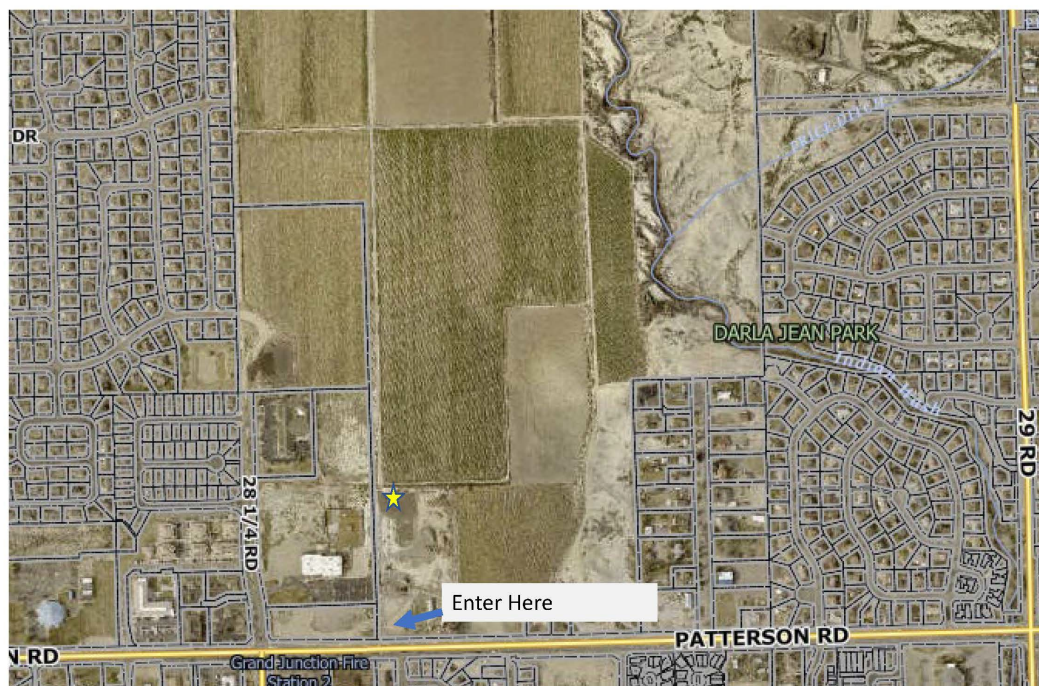
NOTE: It is the Proposer's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, 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 (the "City"). All contact regarding this RFP is to be directed to the Purchasing Agent.

Duane Hoff Jr., Purchasing Agent
duaneh@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 design/engineering firms (Firms) to provide Architectural/Engineering Services for the new Community Recreation Center.
- 1.3 Optional Site Visit Meeting:** Interested Proposers are strongly encouraged to attend a site visit meeting. The purpose of the 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 May 12, 2023, 10:00am at Matchett Park, 2844 Patterson Road, 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 its authorized representative.
- 1.5 Compliance:** All Proposers submitting a proposal agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein, or modified by addenda. 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 Proposer(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 Manual](#) .
- 1.7 Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed, in Section 5. Proposals that fail to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:
- Solicitation Opening, RFP-5241-23-DH Architectural/Engineering (A/E) for New Community Recreation Center
May 31, 2023, 3:00 – 3:30 PM (America/Denver)
- Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/521090645>
- You can also dial in using your phone.
Access Code:
521-090-645
United States:
[+1 \(571\) 317-3112](tel:+15713173112)
- Join from a video-conferencing room or system.
Meeting ID:
521-090-645
Dial in or type:
67.217.95.2 or inroomlink.goto.com
Or dial directly:
521090645@67.217.95.2 or 67.217.95.2##521090645
- Get the app now and be ready when your first meeting starts:**
<https://meet.goto.com/install>
- 1.8 Altering Proposals:** Any alterations made prior to opening date and time must be initiated by the Proposer. 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 Proposer 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 a part of the Contract. Failure of the successful Proposer to accept these obligations in the Contract shall result in cancellation of the award and such Proposer shall be removed from future

solicitations. When a Contract is executed by and between the Proposer and the City, the Proposer may be referred to as the “Consultant” or “Firm”.

- 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. Proposers shall acknowledge receipt of all addenda in their proposals.
- 1.12 Exceptions and Substitutions:** All proposals meeting the intent of this RFP will be considered for award. An Proposer taking exception to the specifications does so at the Proposer’s risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Proposer must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Proposer has not taken exception(s), and if awarded a Contract, shall hold the Proposer responsible to perform in strict accordance with the Contract.
- 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 the informally confidential or proprietary. Any material to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with the CORA, the request shall be reviewed and decided by the Owner. If denied, the Proposer 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 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 in the materials marked as “Confidential” or “Proprietary”. Disqualification of a proposal does not eliminate the City’s right.
- 1.15 Minimal Standards for Responsible Prospective Proposers:** The Proposer must affirmatively demonstrate its responsibility. A prospective Proposer must meet the following minimum requirements.
- Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance of projects of similar scope and size.
 - 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: All proposals shall be open for public inspection after the Contract is awarded.

1.17 Sales Tax: The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.

1.18 Public Opening: Proposals shall be received and publicly opened in a virtual meeting immediately following the proposal deadline. Proposers, their representatives and interested persons may attend. Proposals shall be received and acknowledged only so as to avoid disclosure of process. Only the name(s) and business address of the Proposers 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 Proposer on the Letter of Interest or Cover Letter. The Proposer must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Proposer accepts all terms and conditions including compensation, as set forth herein. A- Proposer 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. 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 Proposer 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.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the local conditions under which the Services 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 any one, 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 Services as defined in the technical specifications and/or drawings contained herein.

2.3. Permits, Fees, & Notices: The Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Services. If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and necessary changes will be made. If the Firm performs any Services knowing it to be contrary to such laws,

ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.

- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Services under the Contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) 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 the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of Service(s) performed in accordance with the Contract Documents. The Service(s) performed by the Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional Firms in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.6. Changes in the Services:** The Owner, without invalidating the Contract, may order changes in the Services within the general scope of the Contract consisting of additions, deletions, or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the Contract. A Change Order/Amendment is a written order to the Firm signed by the Purchasing Agent issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract Time.
- 2.7. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the Services not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract.
- 2.8. Uncovering & Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the Contract. The Firm shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional Services thereby made necessary. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the Contract without cost to the Owner.
- 2.9. Acceptance Not Waiver:** The Owner's acceptance or approval of Service(s) furnished hereunder shall not in any way relieve the Firm of its responsibility to maintain the high quality, integrity, and timeliness of its Services. The Owner's approval or acceptance of, or payment for, any Services shall not be construed as a future waiver of any right(s) under the Contract, or of any cause of action arising out of performance under this Contract.

- 2.10. 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 amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.11. Assignment:** The Firm 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.
- 2.12. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The Firm hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing as required by law.
- 2.13. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.14. Confidentiality:** All information disclosed by the Owner to the Proposer and/or the Firm for the purpose of the Services to be performed or information that comes to the attention of the Proposer during the course of performing such Services is to be kept strictly confidential.
- 2.15. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract.
- 2.16. Contract:** This solicitation, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified with Change Orders or Amendment.
- 2.17. Project Manager/Administrator:** The Project Manager/Administrator, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Services proposed and/or performed by the Firm. The Project Manager/Administrator shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.18. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final 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.
- 2.19. Employment Discrimination:** During the performance of any Services, the Firm agrees to:
- 2.19.1.** 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 Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.19.2. In all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.

2.19.3. 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.

2.20. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Firm certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.

2.21. Ethics: The Firm 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.

2.22. Failure to Deliver: In the event of failure of the Firm to perform in accordance with the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm responsible for any and all costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.

2.23. 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 at any time in accordance with the terms thereof.

2.24. Force Majeure: The Firm 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 Firm, unless otherwise specified in the Contract.

2.25. Indemnification: The Firm 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 Firm, or of any Firm's agent, employee, Sub-Contractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance or non performance.

2.26. Independent Firm: The Firm shall be legally considered an independent of the 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, or any other amounts for benefit(s) 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 to its employees.

- 2.27. Ownership:** All drawings, plans, prints, designs, concepts, renderings prepared pursuant to the Contract, etc., created by the Firm for this project, shall become the property of the Owner. All drawings, specifications, copies, and information furnished by the Owner are, and shall remain, Owner property.
- 2.28. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or the Contract. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.29. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of patents and/or copyrights and/or other IP protections.. In no event shall the Owner be liable to the Firm for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement may null and void any agreement resulting from response to this solicitation.
- 2.30. Governing Law:** Any agreement made 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.
- 2.31. Expenses:** Expenses incurred in preparation, submission, and presentation to this solicitation are the responsibility of the Firm and shall not be charged to the Owner.
- 2.32. Sovereign Immunity:** The Owner specifically reserves the protections of the CGIA/its sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under the Contract.
- 2.33. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council 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 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 in accordance with Colorado law.
- 2.34. Collusion Clause:** Each Proposer 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 proposal(s) shall be rejected if there is evidence or reason to believe that collusion exists among the Proposers. The Owner may or may not, at its discretion, accept future proposals for the same service or commodities for participants in such collusion.
- 2.35. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.

- 2.36. 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.
- 2.37. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.
- 2.38. Multiple Offers:** If an Proposer submits more than one proposal, THE ALTERNATE PROPOSAL must be clearly marked "Alternate PROPOSAL". The Owner reserves the right to make award in the best interest of the Owner.
- 2.39. Definitions:**
- 2.39.1.** "Proposer" refers to the person(s) legally authorized by the Firm to make an offer and/or submit a response fee proposal in response to the RFP.
 - 2.39.2.** "Services" includes all labor, materials, equipment, and/or professional skill necessary to produce the requirements of the Contract Documents.
 - 2.39.3.** "City" or "Owner" is the City of Grand Junction, Colorado.
 - 2.39.4.** "Firm" or "A/E" is the person, organization, entity or consultant identified as such in the proposal and is referred to throughout the Contract. The term Firm or A/E means the Firm or its authorized representative(s).
 - 2.39.5.** "Sub-Contractor" is a person(s) or organization that has a direct contract with the Firm to perform any of the service(s). The term Sub-Contractor is referred to throughout the Contract and means the Sub-Contractor or its authorized representative.
- 2.40. Public Disclosure Record:** If the Proposer has knowledge of its employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", and/or a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

FIVE MILLION DOLLARS (\$5,000,000) 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 Firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. 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 the Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds. 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 Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. General/Background:

The City of Grand Junction, (City/Owner), is seeking proposals from qualified consultants to provide architectural/engineering design, plans, specifications, and cost estimate preparation,

assist with CM/GC Selection, and provide construction administration services for a new Community Recreation Center (CRC). The City is seeking a firm specializing in the area of multi-purpose recreation center design and engineering to enable the City's intent to construct and operate a new stand-alone CRC. The CRC will be built at 2844 Patterson Road, Grand Junction CO. The specific nature of the scope of work is outlined in this Request for Proposal (RFP).

The City of Grand Junction is the largest city in Western Colorado and serves as a hub for transportation between Denver and Salt Lake City. The population of Grand Junction is around 66,000 residents with the larger Mesa County area hosting a population of 158,000. The Parks and Recreation Department offers an extensive system including 45 parks (35 developed, 4 undeveloped and 6 school grounds that double as parks), 25 playgrounds, 24 park shelters, 5 indoor recreation facilities including the Orchard Mesa Pool, Lincoln Park Hospitality Suite, the Bookcliff Activity Center, the Lincoln Park Barn, and the Senior Recreation Center, a multitude of outdoor facilities which include the Lincoln Park-Moyer Pool, 2 City Cemeteries, Amphitheater at Las Colonias and the Lincoln Park Stadium Sports Complex. A complete listing of the system is described in the Activity Guide, available at gjcity.org.

On April 4, 2023, City of Grand Junction voters approved a sales tax increase to help fund the construction of the CRC and approved debt financing for the CRC. In April 2021, voters approved the legalization of cannabis. A tax on cannabis sales is devoted to funding the priorities in the Parks, Recreation and Open Space (PROS) Master Plan. The highest priority in the PROS Master Plan is a CRC. City Council adopted the PROS Master Plan in January 2021. City Council also adopted the CRC Plan in November of 2022. Both plans are publicly available on the City website as well as a full background on the planning process under the CRC icon on the Parks and Recreation department homepage. The 2022 CRC Plan, attached to this RFP, also builds off of the 2014 Matchett Park Master Plan, also attached. The Matchett Park Master Plan should incorporate potential full build out possibilities that will need to be considered when designing the CRC. The 2022 CRC Plan also has an initial outdoor facilities phase with a playground, artificial turf field, and pavilion, dependent on grant funding. While full design of these grant dependent improvements are not in the scope of the CRC project and this RFP, initial concepts building of those in the 2022 CRC Plan (see page 46) and associated cost estimates will be needed.

The CRC project budget including building construction, site and infrastructure construction and other project development costs is \$70,000,000. This budget was prepared assuming construction beginning in summer of 2024. Exhibit A, the 2022 GJ CRC Plan shows the current concept design, public process employed while crafting the plan, the final facility program and the total project budget. This will be used as the blueprint for implementation of the CRC project for Grand Junction. This was facilitated by Barker Rinker Seacat (BRS). Both the City and BRS have agreed to let the successful proposer to use this plan as a starting point to complete full design and engineering of the CRC. Proposers are encouraged to access the CRC icon on the City website to learn about the CRC process. All plans that reference the CRC including the 2022 CRC Plan, the 2021 PROS Plan, the 2022 CRC survey conducted by Professors from Colorado Mesa University as well as much of the public process to date is available under this icon, the "CRC".

A separate RFP will be issued for the selection of a Construction Manager/General Contractor (CMGC). The CMGC will provide pre-construction services during the design process to ensure

the project stays on budget. It is expected the Architect/Engineer selected by the City and the CMGC will work as a team to maximize the success of the project.

4.2. Project Objectives

- Utilize the existing and approved conceptual design to complete final design and engineering documents.
- Assist in the selection of the GMGC. Following selection, work constructively with the City of Grand Junction and the CMGC to prepare the 35%, 65%, 100% design documents as well as construction documents.
- Support the generation of plans and cost estimates early in the design process to support the pursuit of additional funding opportunities such as with grants and potential local partners. The strategy for pursuing grants to support the facility is described in the 2022 CRC Plan. Contacts have already been made with several potential funders including the Department of Local Affairs (DOLA) and Great Outdoors Colorado. These organizations are anticipating a request from the City, now that voters have approved the CRC. With contract approval for the A/E expected for July 5, support on the DOLA grant will be needed immediately given the application of August 1st. DOLA has expressed strong interest in supporting energy efficiencies to reduce electricity and gas costs. Geothermal is being strongly considered and would make for a competitive grant request. The proposer should propose an engineering sub will strong experience in geothermal and other renewable energy sources. The A/E needs to investigate the viability for ground source heat pumps (GSHP) by drilling to conduct a thermal conductivity test, building an energy model that is capable of modeling HVAC options including GSHP. The A/E is required to assess different options considering both up-front costs, life-cycle costs and operation costs. Proposers should state in their proposal an energy use target and discussion of possible budget implications. Overall, proposers need to provide initial thoughts on if geothermal makes sense on the CRC as well as describing alternative options if geothermal is not the initially preferred option.
- Provide construction administration services of the CMGC for the construction of the CRC.
- Delivery and completion of the project on the timeline that has been communicated to the public during the CRC planning and election, as follows. Design is expected to take approximately 12 months followed by 18 months of construction. The City has set out the expectation that the project will be completed within the 4th quarter of 2025. See CRC Draft Timeline in the appendices that list several key milestones in this project. Proposers should comment on this rough plan and speak to how their team of consultants and subconsultants will be able to maximize success and progress as described in this draft timeline.

4.3. Special Conditions & Provisions:

4.3.1 Optional Site Visit Meeting: Interested Firms 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 **May 12 2023, 10:00am at Matchett Park, 2844 Patterson Road, Grand Junction, CO.** Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.



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

The following items are considered to be included as part of the basic compensation for this project, but not limited to:

- ✓ Normal business expenses – payroll, consultants, materials, phone, postage, etc.
- ✓ Cost of insurance
- ✓ In-house computer time and service
- ✓ Word processing, accounting, and person-hour records
- ✓ Permits and license fees
- ✓ Mileage
- ✓ Travel fees, room and board, per diem
- ✓ Drawing and printing costs for all standard review, bidding, and as-constructed plans and other correspondence and contract documents
- ✓ Film and processing
- ✓ Overtime engineering and inspection
- ✓ Any additional survey work that may be required including materials, stakes, etc
- ✓ Additional required services

Any changes in the Proposer's or Sub-Contractor's staff or fee structure shall be presented

in writing to the City for approval prior to initiating any changes or performing any Services.

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.

Provide a **not to exceed** cost using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown and rates sheets.

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

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

4.3.6 Project Schedule: Proposer shall include a project schedule, delineating the calendar of events proposed to meet the anticipated completion date of the end of 2025.

4.3.7 Time of Completion: Contractor shall submit a complete project schedule for design with its proposal.

4.3.8 Contract: A binding Contract shall consist of: (1) the RFP and any Addendum(s) 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 Proposer and the Purchasing Agent or by a modified Purchase Order/Contract 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.

4.3.9 City Owner's Representative: The Owner's Representative for the Project is Jay Valentine, General Services Director. During Design (and CM/GC Construction), all notices, letters, submittals, and other communications directed to the City shall be e-mailed or delivered to, and shall act as the Owner's advocate and represent the Owner's best interests.

Jay Valentine, General Services Director
jayva@gjcity.org

4.3.9 City Project Manager: The Project Manager for the Project is Ken Sherbenou, Parks and Recreation Director. During Design, all notices, letters, submittals, and other communications directed to the City shall be e- mailed or delivered to:

Ken Sherbenou, Director of Parks & Recreation
kensh@gjcity.org

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

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org

4.4 Scope of Services: The general scope of services to be obtained as a result of this RFP includes the following: (The Proposer is invited to provide additional steps or work tasks as they see fit to assist in the completion of the objectives)

A. CMGC Selection The Proposer/Firm shall:

- Support the City to prepare an RFP for selection of a qualified CMGC.
- Attend all necessary pre-bid meetings (and any other meetings required) for the CMGC, assist and provide all necessary answers, clarifications, and additional documents for addendums.
- Conduct all necessary pre-bid meetings for the CMGC, create all necessary addendums and facilitate the CMGC selection meeting.

B. Design Development Phase The Proposer/Firm shall:

- Apply the conceptual and schematic designs defined in the 2022 CRC Plan and use these to guide towards final design of the CRC. The schematic design does not include mechanical, electrical or structural design, or any of the other engineering trades required to fully construct the CRC.
- The City has secured a geotechnical engineering firm to perform geotechnical investigations necessary for the project, which will not be included in the proposer's scope.
- Perform all land surveying, utility site investigation, and collection of other site data necessary for the design process.
- Support the City in crafting a RFP for the CMGC. The City, A/E and CMGC shall work as a team.
- After the CMGC is selected, meet with the City's City Council, staff and any other advisory boards at the 35%, 65% and 100% design phases to ensure that the design meets the goals of the project and that sufficient design progress is being achieved. Representatives of other user groups and City departments may also be invited and engaged to inform and support the progression of the process.
- While the Firm will not be solely responsible for cost estimates at any specific stage, the Firm will support the CM/GC in determining cost estimates through the various stages of design.

- Facilitate a minimum of two (2), well publicized community wide public meetings to gain feedback from the public on key design decisions. The City will also be a part of the presentations at these meetings and expect that the CMGC will also participate. The suggested points to have these meetings are following the 35% and 100% design benchmarks, but City is open to guidance from the rest of the team: the A/E and the CMGC.
- Provide 90% design submittal to include Engineers Opinion of Probable cost for the selected design alternative. The Final Design documents shall include Engineers Opinion of Probable Cost and a bid schedule.
- The Firm will provide electronic copies of the final construction drawings and contract documents (PDF and DWG format).
- The Firm's Professional Engineer responsible for the project shall affix his/her stamp and signature to the final drawings, bid documents and design report.
- Ensure compatibility and complementary design of CRC to a possible Orchard Mesa Pool or facility. The 2019 plan is included in the appendices. The 2023 plan that is in progress will be provided to the successful architect and engineer group. The 2023 plan will deviate substantially from the 2019 plan as options are being considered that include removing the pool and converting to an indoor turf Field House. Other options include a basic renovation of the Orchard Mesa Pool as well as improvements to the pool to modernize it and ensure relevancy with the new CRC coming online. It is the expectation that the CRC and a potential indoor recreation facility at Orchard Mesa complement one another to maximize service to the community.

C. Construction Documents

The Firm shall prepare final design plans, specifications, scope, etc. Prior to final design, A/E shall provide 90% design review plans to the City for comment. Review of the documents and plans will be completed by the City and CMGC. Comments shall be incorporated into Final Design Plans and Specifications. Final Plans/Construction Documents shall be stamped by a professional engineer registered in the State of Colorado. These documents must comply with all applicable building codes, ADA regulations and any other federal, state or local agency that has jurisdiction over this project. All submittals shall be in a PDF format, with final electronic files (e.g. AutoCAD files) provided at the close of the design task. This task will also include responding to any comments from review by the stakeholder agencies involved in this project.

All final plans, construction documents, as-builts, and any and all other documents produced from this contract shall be provided to, and become the property of, the Owner.

D. Construction Phase

Firm shall provide construction administration services in conjunction with the CMGC including participation in periodic onsite meetings, submittal reviews, construction inspection services, and any other necessary item to ensure proper construction of the project. Construction administration may include daily observation during critical construction periods and periodic observations during less important periods of construction. A/E resident engineer shall also assist in reviewing and approving all shop drawings, materials submittals, etc.

The selected Firm shall also complete as-built plans and assist the City Project Manager with design change requests.

In Addition: The Firm awarded shall provide:

- In collaboration with the City and the CMGC, prepare all necessary plans, drawings, scope, and specifications for the construction renovations to include site and utility infrastructure, if required.
- Site/utility planning and design necessary for permitting that may be required.
- On-site inspection of engineered features.
- Assurance of specification compliance.
- Participate with the City, stakeholders, and the selected CMGC to facilitate required public hearings. In addition, stakeholder meetings may be held throughout the process to ensure the stakeholder community is kept informed of the process.
- All construction drawings shall be stamped by a professional architect/engineer, registered in the State of Colorado.
- Assist the CMGC in the development of the Bid, including attendance at the pre-bid meeting, answering contractor's questions, and reviewing Bid responses. This will ultimately result in the securing of a Guaranteed Maximum Price (GMP). **Please share thoughts on the timeline for design and provide any guidance that will maximize project success as described in section 5.0.**
- The Firm awarded as a result of this RFP process will be required to fully collaborate with the City, the CMGC, , and stakeholders. They shall insure the final design and construction of the facility complies with the requirements of the City conditions, covenants and restrictions. The City shall require maximum collaboration by the A/E Firm and the CMGC to insure value engineering through constructability assessments during the preconstruction phase as well as the construction phase of the project.
- All finalized drawings, plans, scope, specifications (both hard copy and electronic, to include CAD versions), shall become the property of the City.

E. Collaboration with the CMGC

- Firm shall support the City staff as needed as well as work closely with the CMGC in preparation of the design at every phase.
- CMGC shall have overall responsibility for budgeting and construction estimating.
- Firm will work with CMGC on feasibility of systems, document completeness and acceptability and alternatives for bidding.
- The Firm shall assign and coordinate all work tasks being accomplished, including those performed by sub-consultants, to ensure project work is completed on schedule. The Firm shall work collaboratively with the CMGC (in conjunction with the Owner) throughout the process.

F. Project Team Coordination.

The City's Project Manager and the Firm's Project Manager shall maintain ongoing communication about the project on a frequent and regular basis. Each Project Manager shall provide the other with: Written synopsis of their respective contacts (both telephone or in person) with others; Copies of pertinent written communications, including electronic (email) correspondence; Early identification of potential problems needs to be a focus of both the A/E and the CMGC.

G. Agency Coordination and Permit Acquisition.

The A/E shall coordinate with all local, state, and federal regulatory agencies to determine and obtain any required permits for the selected design alternative prior to construction. The Consultant shall initiate communication with Local, State, and Federal agencies regarding the intent of the project and shall submit appropriate permit applications on behalf of the City. Permit/regulatory requirements may be used as an aid to select the recommended design alternative and shall therefore be summarized in the Structure Selection Report. Agency Coordination assumes up to 3 in-person meetings with regulatory agencies. The A/E shall include City (and when applicable, CMGC) on all correspondence with regulatory agencies and must copy the City on all email correspondence.

H. Reporting Requirements: The A/E PM shall provide the following on a routine basis:

- Bi-weekly status reports (percent of design components complete) and monthly billings.
- Progress Meetings: The City and A/E shall meet, either in person or by conference calls (Zoom or similar video) at regularly scheduled Project Working Group Meetings held at approximate two-week intervals throughout the project. Meetings shall include A/E PM, City PM, CMGC, and other stakeholders as identified and required during the design and construction progress. The Project Working Group meetings shall be used to coordinate the work effort and resolve any outstanding issues or problems. The Meetings shall focus on the following topics:
 - Activities completed since last meeting
 - Problems encountered or anticipated
 - Late activities or activities slipping behind schedule
 - Solutions for unresolved or newly identified problems
 - Schedule of upcoming activities
 - Information on items required, or comments from stake holders.
 - The A/E PM shall prepare a written summary report of the general discussion held, including all action items assigned.

**4.5 Attached Documents: ([Click Links for Access](#))
Appendixes**

Appendix 1 - [2022 Grand Junction Community Recreation Center \(CRC\) Plan](#)

Appendix 2 - [2014 Matchett Park Master Plan](#)

Appendix 3 - [Orchard Mesa Pool Study from 2019](#)

Appendix 4 - [CRC Draft Timeline](#)

Appendix 5 - [Matchett Geotechnical Report 2014](#)

4.6 RFP Tentative Time Schedule:

- Request for Proposal available May 1, 2023
- Optional Site Visit May 12, 2023
- Inquiry deadline, no questions after this date May 19, 2023
- Addendum Posted May 22, 2023
- Submittal deadline for proposals May 31, 2023
- Owner evaluation of proposals June 1 - 9, 2023
- Interviews (if required) June 20, 2023
- Final selection June 23, 2023
- City Council Approval July 5, 2023
- Contract execution July 6, 2023
- Services begins no later than July 10, 2023
- Holidays
 - President's Day February 20, 2023
 - Memorial Day May 29, 2023
 - Juneteenth June 19, 2023
 - Independence Day July 4, 2023

4.7 Questions Regarding Scope of Services:

Duane Hoff Jr., Purchasing Agent
duaneh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (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. (Purchasing Agent does not have access or control of the Proposer side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Proposers are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**:

- A. Cover Letter:** Cover letter shall be provided which explains the Proposer’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the Proposer’s principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the Proposer. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Proposer. By submitting a response to this solicitation, the Proposer agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide its qualifications for consideration as a Contract provider to the City and include prior experience in similar projects. In addition to Section 4.4 Scope of Services, Proposers shall also provide the following information with its proposal submittal:

Professional Architectural/Engineering Services for the Community Recreation Center

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 ratings will be given to experience in design of similar projects. The RFP response must include the following information, which will be used to rate the Proposer’s proposal.

- 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 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.

- C. Strategy and Implementation Plan:** Describe the Proposer'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 Offeror 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 Proposer's implementation plan for design and an estimate of time commitments from Owner staff.

Include a list or organizational chart for personnel to be assigned to the project. The office of each project team member should be identified. Detailed resumes should be attached to identify the experience and qualifications of all the individual team members who will work on the project. The Proposer shall describe the relevance of each key individual team member and the relevant sub-consultants and explain past relationships between the proposer (the legally responsible entity) and each sub-consultant. Also, please describe the general work to be completed by each member of the project team. Proposed rate sheet for the consultant and any sub-consultants. Include standard markup for reimbursable expenses (travel, lodging, consumable supplies, etc.), markup for sub-consultants, and standard per-diem rates. Costs to perform the above-described scope of work on a time & materials (T&M) not-to-exceed basis broken down by key tasks presented in Section 4.4 **Specifications/Scope of Services**

- D. References:** A minimum of five (5) **references** that can attest to your experience in projects of similar scope and size. **Please also summarize the projects completed with these references including:** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, Original Project Budget, Final Project Cost, Pictures, and Explanation of variation from original budget to final project cost.
- E. Scope of Services Response Form:** Proposer shall complete and submit the attached Scope of Services Response Form with its proposal.
- F. Fee Proposal:** Provide your fee proposal, as stated in Section 4.3.2 Pricing, using the Solicitation Response Form found in Section 7.
- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of the Proposer's qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team will review all responses and select the proposal(s) that best demonstrate the capability in all aspects to perform the Scope of Services and possess the integrity and reliability that will ensure full faith and full performance.
- 6.2 Intent:** Only Proposers who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Proposer's ability to provide the Services.

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 (10) (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 (30) (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)• Experience (30) (Firm's proven proficiency in the successful completion of similar projects.)• Strategy & Implementation Plan (20) (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 C. Strategy and Implementation Plan for details.)

The following criteria shall be worth 10%
* Fees (10)

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

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

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

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5241-23-DH

“Architectural/Engineering Services for the New Community Recreation Center”

Proposer must submit entire Form completed, dated, and signed.

NOT TO EXCEED COST \$ _____

WRITTEN: _____ dollars.

COMPENSATION SCHEDULE

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

CMGC Selection	\$ _____
Design Development Phase	\$ _____
Construction Document Phase	\$ _____
Bidding Documents & Assistance	\$ _____
Construction Administration Phase	\$ _____
Total Not to Exceed Cost	\$ _____

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

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

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

The undersigned Proposer agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Proposer’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 Proposer, authorized to represent the Proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

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

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

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Proposer

E-mail Address of Agent

City, State, and Zip Code

Date

The undersigned Proposer proposes to subcontract the following portion of Services:

<u>Name & address of Sub-Contractor (Name, City, State)</u>	<u>Description of Service(s) to be performed</u>	<u>Est. Value of Service(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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