



**Request for Proposal  
RFP-5283-23-DH**

**Construction Manager/General Contractor  
(CM/GC) Services for New Community  
Recreation Center**

**RESPONSES DUE:**

August 28, 2023, Prior to 3:00pm MDT

**Accepting Electronic Responses Only**

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

**[www.bidnetdirect.com/colorado](http://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](mailto: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](mailto: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 professional Firms to CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR (CM/GC) 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 the site and to clarify the contents of this Request for Proposal (RFP). **The site visit meeting shall take place on August 11, 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 will modify the Solicitation.



- 1.4 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation as “Owner”. The term “Owner” means the Owner or its authorized representative.
- 1.5 Compliance:** By submitting a proposal each Proposer agrees 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-5283-23-DH Construction Manager/General Contractor (CM/GC)  
Services for New Community Recreation Center  
Aug 28, 2023, 3:00 – 3:30 PM (America/Denver)  
Please join my meeting from your computer, tablet or smartphone.  
<https://meet.goto.com/752904373>  
You can also dial in using your phone.

**Access Code:**

**752-904-373**

**United States:**

**[+1 \(312\) 757-3121](tel:+13127573121)**

Join from a video-conferencing room or system.

**Meeting ID:**

**752-904-373**

**Dial in or type:**

**67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)**

**Or dial directly:**

**752904373@67.217.95.2 or 67.217.95.2##752904373**

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 “Firm” 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](http://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. A 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 substitution(s) or alternative(s). When offering substitution(s) and/or alternative(s), 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 information 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 rights.
- 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 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. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such

access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract.

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

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

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



portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.

- 2.15. Performance & Payment Bonds:** After design & construction documents completion, but prior to construction commencement, Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.16. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract, this is related only to the construction portion of the contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.17. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.18. Liquidated Damages for Failure to Meet Project Completion Schedule:** Once a construction schedule is set and agreed upon by both Owner and Contractor, as liquidated damages only apply to the construction portion(s) of the project. if the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$5,000.00**, is reasonable and

necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: added damages for permit/violations from the State (CDPHE - Colorado Department of Public Health and the Environment) due to project delays, additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

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

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

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

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

remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.

- 2.20. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.21. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.22. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.23. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.24. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.25. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.26. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.27. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.28. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within two (2) years after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.29. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the Proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.

- 2.30. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.31. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner, which approval may be withheld.
- 2.32. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.33. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.34. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.35. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.36. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.37. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.38. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.39. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.39.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational

qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**2.39.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

**2.39.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

**2.41. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ personnel without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

**2.42. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

**2.43. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

**2.44. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

**2.45. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

**2.46. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

**2.47. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants

or agents of the Owner. The Owner shall at no time be legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm, any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

- 2.48. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.49. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.50. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.51. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.52. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.53. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.54. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.55. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.56. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

- 2.57. Collusion Clause:** Each Offeror, by submitting a proposal, certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the Proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.58. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.59. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.60. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.61. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.62. Default:** The Owner reserves the right to terminate the contract in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.63. Multiple Offers:** If said Proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.64. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.



## **2.65. Definitions:**

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

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

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

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

"Public project" is defined as:

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

**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 Laws, Rules, and Regulations concerning Workers' Compensation insurance coverage.

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

FIVE MILLION DOLLARS (\$5,000,000) each occurrence and  
FIVE MILLION DOLLARS (\$5,000,000) 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. Prior to the start of construction, Contractor's General Liability Insurance shall be increased to the amount of THIRTY MILLION DOLLARS (\$30,000,000), and shall be maintained at this amount throughout construction.

(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

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.

(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 and Contract.

(e) Builder's Risk Insurance with minimum combined single limits of:

FIVE MILLION DOLLARS (\$5,000,000) each occurrence and  
FIVE MILLION DOLLARS (\$5,000,000) per job aggregate.

**3.2** Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the City of 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:**

It is the intent of the City of Grand Junction (City/Owner) to negotiate a guaranteed maximum price (GMP) contract for construction with the selected construction manager/general contractor (CM/GC). Pre-Construction Services will be provided beginning in Schematic Design and will continue through the duration of the Construction Documents phase. A final guaranteed maximum price (GMP) amount will be established toward the completion of the Construction Documents phase. The City is seeking a firm with significant experience in multi-purpose recreation center construction 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 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](http://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. Proposers are encouraged to look closely, in particular, at the 2022 CRC plan. In it, facility size, layout, elevations and renderings are included.

The CRC project budget including design/engineering, building construction, site and infrastructure construction and other project development costs is \$70,700,000. The 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. The design and process was facilitated by Barker Rinker Seacat (BRS). 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".

The Owner has selected Barker-Rinker-Seacat (BRS) (Architect/Engineer) as the design firm for this project. The Owner shall require maximum collaboration by the Architect/Engineer, the CM/GC/General Contractor, and the Owner's project staff to insure value engineering through constructability assessments, during the preconstruction phase, as well as the construction phase(s) of the project.

It is expected the Architect/Engineer (A/E) team will be led by BRS and the selected CM/GC will work as a team with the Owner and BRS to maximize the success of the project.

The budget for this project, in its entirety, (including all related design and construction) is estimated at approximately \$70,700,000. The construction cost is anticipated to be \$54,600,000 after design fees and other soft costs.

#### **4.2. Project Objectives**

- Utilize the existing and approved conceptual design to support the A/E in their work to complete final design and engineering documents.
- Work constructively with the Owner and the A/E to support the preparation the 35%, 65%, 100% design documents as well as construction documents. Cost estimations will be critical in this process. BRS has an independent cost estimator on their team. It is expected that the CM/GC provide their own independent cost analysis, guidance regarding constructability and any other important considerations for various design ideas and considerations as the design develops.
- Complete the pre-construction phase of the project in preparation for final approval by the Owner, A/E, and other potential project partners. In conjunction with this approval, the CM/GC will have also prepared a final Guaranteed Maximum Price (GMP).
- Support the generation of plans and cost estimates early in the design process to support the pursuit of additional funding such as 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 complete, the CM/GC will now also assist in this pursuit of grants. DOLA has expressed strong interest in supporting energy efficiencies to reduce electricity and gas costs. Geothermal is being considered and would make for a competitive grant request. The Proposer should speak to their experience in geothermal and other renewable energy sources. The A/E and CM/GC needs to investigate the viability for ground source heat pumps (GSHP) by drilling to conduct a thermal conductivity test, supporting the building of an energy model that is capable of modeling HVAC options including GSHP. The A/E and CM/GC is required to assess different options considering both up-front costs, life-cycle costs and operation costs. Proposers should state in their proposals 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.
- Delivery and completion of the project on the timeline that has been communicated to the public during the CRC planning and election, is 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 complete by the end of 2025. (See CRC Draft Timeline in the appendices that list several key milestones in this project.) Proposers should comment on this draft schedule and speak to how their team of Firms and sub-contractors will be able to maximize success and progress as described in the 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 **August 11, 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 Term of Contract:** By submitting a response to this RFP, the Proposer agrees and understands that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Council may terminate all or part of this Contract immediately without further liability.

#### 4.3.3

**Pricing/Fees:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), all design related services, travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, general conditions, and all other costs related to the successful completion of the project.

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

Contractor shall submit pricing using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown as follows: Not to Exceed Price for all Pre-Construction Services for this project; and % of OH&P for Construction Services for this project; and Not to Exceed Price for all General Conditions. The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this project.

**For pricing purposes for this solicitation process, Firms shall presume a construction budget of \$54,600,000.**

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

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, Firms, 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.

Also see Section 5.0

**4.3.5 Laws, Codes, Rules, and Regulations:** Firm shall ensure that all Services and/or Construction 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 construction 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 CM/GC Pre-Construction and Construction 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 Pre-Construction and Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction  
Department of Parks & Recreation  
Attn: Ken Sherbenou, Project Manager  
kensh@gjcity.org  
1340 Gunnison Ave  
Grand Junction, CO 81501

**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](mailto: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)

- The CM/GC's services will include two major phases: Pre-Construction Services and with GMP approval, Construction Services. Generally, all trade contracts shall be competitively bid and assigned to the CM/GC's contract; however, when circumstances warrant, the CM/GC will be allowed to self-perform work that it traditionally performs with its own forces. This work shall be competitively bid by the CM/GC against other contractors performing the same scope of work, with the oversight of the City. It is the desire of the City for qualified local participation with subcontractors, Firms and labor force. The CM/GC shall allow for "open book" policy and facilitate review of all project contracts, bid tabs, records, accounting and other documentation and information, in any form, to the City or persons designated by the City for auditing purposes. It is the City 's intention to ensure as competitive of a bidding environment as possible so does the goal is to have multiple bids with the various trades, particularly with the larger scope items.
- **PRE-CONSTRUCTION SERVICES FIXED FEE**  
The CM/GC shall participate in the continuing design process as an integral member of the Project Team and shall perform Pre-Construction Services that shall include but not be limited to the following:



- 1) Risk Register – The Risk Register is a tool used to document the risk management process. The purpose of the Risk Register is to define the risks, document the risks, identify cost and schedule impacts associated with the risks, and produce detailed mitigation plans for the risks. Each Risk Register includes the agreement of how the City and the Contractor defined the risks, who is responsible for the risks, and how the risks are to be paid for during construction. The Contractor is responsible for preparing and updating the Risk Register with input from City, and the A/E. By the end of the Preconstruction Phase, the Risk Register describes all known project risks, defines the project Risk Pools, and becomes part of the Contract Documents. This Risk Register includes the agreements between City and the Contractor that defines risk management for the construction package(s). The Risk Register is formalized with the Construction Agreement and is a Contract Document that is signed and agreed to by both parties so that miscommunications and disputes during construction are limited. During the Construction Phase, the Contractor is responsible for monitoring and controlling the risks that have been allocated to the Contractor through the Risk Register. The outline and City template for a typical Risk Register includes the following:

Section 1 – Project Overview, Purpose, and Procedure

- a. Project overview (a full description of the project from the RFP with any changes that have occurred during the design development)
- b. Project goals (as previously developed during the RFP and Project Scoping Workshop)
- c. Purpose of the Risk Register
- d. Risk Register procedure and methodology

Section 2 – Construction Phase Risk Categories and Definitions

- a. Construction package (list the construction package(s) determined in the Preconstruction Phase)
- b. Definition of the established Risk Pools and Agreements
- c. A list of each identified risk specifying which Risk fund the item will be paid from
- d. Revisions to standard payment Specifications for all Shared Risk Pool items, which define how the item will be paid and shared

Section 3 – Risk Matrix

- a. Identifies each risk, risk level, cost impact, schedule impact, approach to minimize risk, responsible party, and result of risk mitigation.

Attached Documents for an example Risk Register form, however, the actual Risk Register form to be used on the project shall be provided by the A/E.

- 2) Design Consultation During Project Development – Attend regularly scheduled meetings (as needed), with the A/E and the City during design development, and development of construction documents, to advise on site use and improvements, selection of materials, building systems and equipment. Provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction and factors related to cost including alternative designs or materials, preliminary budgets and possible economies. Consult with the City and the A/E to finalize construction-phasing plans based upon the preliminary project plan included with the CM/GC's original proposal. Present schedule and cost associated with each plan. The Construction Phasing Plan must consider construction feasibility, availability of materials and labor, coordination with the

City's on-going activities on the Project sites, and other factors related to time, cost and safety.

3) Cost Estimating, Scope Management and Value Engineering

In addition to the initial cost opinion request as a part of this solicitation, the CM-GC shall prepare a cost estimate based on the 35%, 65%, 100% and GMP package and provide a complete review and comparison with the A/Es cost estimates as reflected in the 2014 Matchett Park Master Plan and 2022 Grand Junction Community Recreation Center (CRC) Plan documents. The CM-GC can use whatever means and methods deemed necessary to develop the estimate, including use of subcontractor pricing, historical unit costs, etc. The estimate shall be sufficiently detailed to enable review, by the City and the A/E, of all site and building components and systems. The CM-GC shall be expected to identify and present scope adjustment, value engineering or cost reduction ideas generated as a result of the estimating process. The CM-GC will work with the City and the A/E to develop a scope of work that fits within City's available budget for site and building construction. Any pre-qualified and likely bidders (design-build, in some instances) for major elements of the renovation should be included in the proposal.

A/E will produce an estimate format for the project utilizing a Work Breakdown Structure (WBS) format. The format will be developed based on the key work areas identified for the project. Each work area will contain a breakdown structure that incorporates the scope for that work area by CSI division; i.e., concrete, masonry, miscellaneous metals, electrical, etc.

The CM/GC estimate should contain sufficient detail to be able to review and understand the costs for labor, material, construction equipment, small tools, and incidentals for each activity associated with the WBS for the estimate. CM/GC contractor will provide a summary for general conditions which will include but not be limited to management staff labor, job site staging, overhead, bonds, insurance. The CM/GC fee and contingency will also be identified separately.

Attached is an example of a WBS for the direct cost estimate and this will be the format required for submission of CM/GC developed estimates.

4) Scheduling – Develop a Project Time Schedule that coordinates and integrates the A/E's design efforts with construction schedules. Update the Project Time Schedule incorporating details for the construction operations of the project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings, and samples and delivery of products requiring long lead-time procurement.

The CM/GC and A/E will work collaboratively to identify options of construction activities, however, ultimate responsibility for coordination of work of the sub-contractors is the CM/GC's responsibility. Coordination of activities must be developed and executed in a way that minimizes cost. This will be a balance that will require regular communication and joint decision making between the Owner, the A/E and the CM/GC.

5) Construction Estimate – Prepare a construction estimate for the work based on a quantity survey of drawings and available specifications. Update and refine the construction estimate for the City's approval and acceptance as the development of the drawings and specifications proceeds. Provide detailed construction costs estimates at the completion of 35% 65% 100% , a n d G M P documents produced by the A/E. Estimate shall include the bid amounts and construction contingencies.

6) It is anticipated that an early release / equipment procurement package(s) will be needed to ensure project schedule adherence, therefore Contractor shall provide cost/pricing during the design development in in the Preconstruction Phase, at which point an initial contract shall be

established (upon City Council approval). Guaranteed Maximum Price shall be submitted for approval upon completion of the Construction Documents, at which point a change order shall be established (upon City Council approval).

- 7) Value Engineering (VE) – At the end of both 35% and 65% construction documents, CM/GC shall complete a technical review and analysis of systems and materials being considered in the design to produce the greatest value for the least cost, including life cycle analysis.

Design Review/Coordination of Contract Documents – Conduct a formal review of 100% construction documents produced by the A/E. These reviews shall address estimated cost, completeness of design, coordination of documents, and construction feasibility and work phasing and shall include detailed reviews of the structural, mechanical, plumbing and electrical work described (to include instrumentation and controls). A written report of findings, including recommended revisions and/or value engineering proposals, shall be submitted to the City and the A/E within one week of receipt of said documents. Verify that all identified deficiencies and/or revisions authorized by the City are acknowledged by the A/E and incorporated in all subsequent documents presented and in the final Construction Documents.

- 8) Construction Logistic Plan – Throughout the course of design & bidding, develop (with the input from the A/E and City) options regarding the execution of the work. Upon the completion of design, and as part of the amendments to the contract sum, document and/or identify in the appropriate detail as required and/or approved by the City, construction sequencing and actions required to mitigate adverse effects to ongoing daily operations of areas affected by construction activities. Plan shall be submitted at the same time A/E submits the 90% design development documents.
- 9) Subcontractor Pre-Qualification – Develop and implement a subcontractor pre-qualification process, with the cooperation and approval of the City and the A/E. Recommend early pre-qualification of critical subcontractors as deemed advisable, especially for instrumentation, controls, coatings, structural, and mechanical and electrical work.
- 10) Labor – Analyze the types, quantity and availability of appropriate categories of labor required for various phases of the Project.
- 11) Bidding – The CM/GC shall establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, materials or methods. Solicit and receive competitive and responsible bids on the Work from qualified subcontractors and materials suppliers, pursuant to bidding procedures acceptable to the City.
- 12) Conferences – In concert with the City and the A/E, conduct pre-construction conferences with successful subcontractors.
- 13) Work Task Coordination – The CM/GC shall work collaboratively with the A/E (in conjunction with the Owner) throughout the process. The Owner expects that the CM/GC and A/E work as a team to produce design documents that consider constructability and placed an importance on value engineering where possible.

The A/E shall provide construction administration services in conjunction with the CM/GC, including participation in periodic on-site 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. CM/GC shall have overall responsibility for budgeting and construction estimating. A/E shall work with CM/GC on feasibility of systems, document completeness and acceptability, and alternatives for bidding.

- 14) Attend all necessary work sessions with the City and Design Team to gather and distribute information on the Project as required.
- 15) In conjunction with the City and Design Team, immediately identify the Project requirements and prepare comprehensive construction estimates. CM/GC to identify all project related construction costs including (but not limited to) building and site construction, infrastructure improvement costs (on-site and off-site), construction within right-of-way, permitting, any necessary soft cost, development fees and other such costs that may be of consequence to City.
- 16) Develop and continue to refine a comprehensive Project Construction Schedule. Identify, set decision dates, and make recommendations to the City and the Design Team on procurement of long-lead delivery items. Update and monitor the Project Schedule with the City and the Design Team regularly to identify deviations and changes.
- 17) Provide value engineering and life-cycle costing for all materials, equipment and systems mutually agreed upon to determine the best possible value to the City. Conduct formal value engineering work sessions with the City and the Design Team, and recommend design detail, system and assembly alternatives as required.
- 18) Prepare and monitor estimates of the construction cost during each of the design phases based on narratives, assumptions, allowances and detailed quantity surveys of the Drawings and Specifications. Advise the City and the Design Team if it appears that the construction budget will not be met, and make recommendations for corrective action. Prepare and update with each cost estimate a reconciliation report comparing the previous cost estimate, the current cost estimate, and the approved budget. Provide a narrative of the changes made from the previous versions and accompanied with an updated construction billing and cash flow forecast. Provide this service at each of the following design milestone: Schematic Design, Design Development; Permit Drawings (95% CDs) and Construction Documents (100% CDs). In addition to providing periodic estimates, it is expected that CM/GC will work cooperatively with City and the Design Team to provide intra-phase pricing evaluations of building systems, assemblies, and component options to facilitate timely design related decision-making as required by the City and the Design Team.
- 19) Constructability review of the drawings and specifications as they are being prepared, and recommend alternate solutions whenever design details affect budget, schedule, constructability, and consistency with local and traditional trade practice.
- 20) Review the proposed design concepts, layouts, dimensions, clearances and advise the City and the Design Team of possible conflicts of the M/E/P building systems with the adjacent

structure and finishes. CM/GC to confirm accuracy of Civil Engineer's earthmoving, import and export quantity assumptions prior to providing GMP.

- 21) Provide a selection process similar to the CM/GC process to utilize prequalified major trade subcontractors in an Integrated Project Delivery approach to provide design and cost support for the team. These subcontractors would work directly with the team during preconstruction. At the time of GMP the design assist subcontractors, at the direction of the City, could move forward as the subcontractor.
- 22) Recommend a strategy for bid packaging the drawings and specifications relative to the Project approach and other pertinent considerations. Administrate the various bid packages for the Project.
- 23) Recommend and prequalify subcontractors and contract suppliers to develop a bidder's list for review and approval by the City and the Design Team. Only prequalified subcontractors and suppliers shall be invited to bid on various procurement packages on the Project and, further, that awards are then based upon the lowest responsible and conforming bids received. Minimum of four (4) bids per subcontract or subtrade, including work to be self-performed, unless otherwise agreed to by City.
- 24) Prepare a detailed approach to phasing of the work, mobilization, logistics, quality control and safety of the public for review by the City and the Design Team.
- 25) Prepare and submit a final Guaranteed Maximum Price (GMP) Proposal for the City's optional acceptance reflecting the entire cost, scope of work and quality intent of the Project before any construction funds are committed. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire Project. All construction costs must be clearly defined and included in the GMP Proposal. All proposed allowances included shall be approved by the City, and shall include estimated quantities and values justified by the CM/GC. All clarifications, exclusions, exceptions must be identified within your proposal.
- 26) Assist the City and the Design Team as necessary in interfacing with the Building Department and other authorities having jurisdiction over the project in order to obtain the building permit(s) on a timely basis for the construction activities.

#### • **CONSTRUCTION SERVICES FEE**

- a. Pre-Construction Conference – Prior to the commencement of work, the CM/GC shall submit to the A/E and the City in reasonable detail and format acceptable to the A/E and the City, copies of the following documents:
  1. Submittal log and schedule.
  2. Request for Information (RFI) form and log format. (A/E will provide log being used to date)
  3. Request for Change Order form and log format.
  4. List of inspections required by the Contract Documents.
  5. Quality Control (QC) plan.
  6. Safety plan.
  7. Copies of required permits.

Upon review of the above documents by the A/E and the City, the CM/GC shall facilitate a Pre-Construction Conference and establish project procedures and construction schedules.

- b. Project Control – Supervise the Work of the subcontractors and coordinate the Work with the activities and responsibilities of the City and A/E in order to complete the Project in accordance with the City's objectives of cost, time and quality.
- c. Staffing – Maintain, at the Project site, a competent staff as approved by the City, to coordinate, provide overall direction of the Work, and monitor progress of the subcontractors on the Project. Assign to the Project, for the duration of the Work through correction of punch-list, a full-time competent Superintendent and any necessary assistants, as satisfactory to the City, in accordance with executed Amendments and/or CM/GCs General Conditions. The Superintendent shall not be changed except with the consent of the City. The Superintendent shall see that the Work is carried out in accordance with the Contract Documents and shall be full time and/or shall be present on the project site during the execution of all work associated with this Agreement unless authorized by the City.
- d. Organization – Establish, document and communicate an on-site organization and lines of authority in order to carry out the overall plans of the Project team.
- e. Coordination – Establish and implement procedures for coordination among the City, A/E, subcontractors and the CM/GC with respect to all aspects of the Project. Schedule and conduct weekly progress meetings with the A/E and the City. CM/GC shall be responsible for recording and distribution of meeting minutes
- f. Schedule Monitoring and Updating– Provide regular monitoring and monthly updating of the schedule as construction progresses. Identify potential variances between scheduled and projected completion dates. Review schedule for work not started or incomplete, and recommend to the City and A/E, sub-contractors adjustments in the schedule to meet the scheduled completion date.
- g. Progress Meetings – The City, CM/GC, 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, CM/GC, 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.
- h. Change Orders – Develop and implement a system for the expeditious review and processing of Change Orders. Propose necessary or desirable changes in the Scope of Work to the City and the A/E, review requests for changes, submit recommendations to the City and the A/E and negotiate Change Orders with subcontractors.
  - i. Permits – Secure all necessary permits, licenses and inspections for the proposed completion and execution of the Work. Coordinate and schedule all inspections. Create and maintain a log of all inspection including copies of all “sign-offs.”
  - j. City’s A/Es/Contractors – If required, assist the City in the coordination of a surveyor, testing laboratories other special A/Es, telecom/data, temperature controls and other contractors contracted directly to the City involved with work associated with contract documents.
  - k. Safety Measures – Establish procedures and measures for the safety of persons and property at and around the site of the Work. Assure compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the Work.
  - l. Quality Control Program – The CM/GC shall establish and maintain a Quality Control (QC) Program specific to the Project. The QC program shall consist of the CM/GC’s QC organization, the project specific QC plan, QC meetings, the phases of control, submittal review and approval, testing and inspections, and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations compliance with the requirements of the Contract Documents.

Quality Control is the responsibility of the CM/GC. This Quality Control is not to be mistaken for the Quality Assurance Program provided by the City (construction materials testing & Special Inspection services, A/E observations, etc.). These City-provided inspection and/or observation services are for the purpose of verifying the CM/GC’s Quality Control.

- m. Contract Interpretations – Refer all questions, in writing, relative to interpretations of design intent to the A/E. CM/GC shall implement an effective system for recording and tracking questions (RFI) and responses through final resolution and distribution to all parties concerned. At the weekly progress meeting, CM/GC is to identify any critical questions (RFI) that may impact either schedule, cost or quality of the Project.
- n. Material Submittals, Shop Drawings and Samples – In collaboration with the A/E, establish and implement procedures for expediting the processing and approval of material submittals, shop drawings and samples. The Contractor shall plan on ten working days for submittal review by the A/E team.
- o. Reports and Project Site Documents – Record the daily progress of the Project in a daily log available to the City and the A/E. Submit, on a weekly basis, written progress reports and summaries of meetings to the City and the A/E, including information of the subcontractors’ work, labor resource levels by trade, safety violations, inspections or tests and the percentage of completion of item relative to the Project Schedule.

- p. Record Documents – Maintain at the Project site, on a current basis, records of all contracts, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions and any other documents and revisions thereto which arise out of the Project or the Work.
- q. Start-Up and Training - With the City’s maintenance personnel, schedule and direct the checkout of utilities, operating systems and equipment for readiness and assist in their initial start-up and testing by the appropriate subcontractor, representative or authority.
- r. Attic Stock - Turn over to the City all keys and maintenance/attic stocks required by the Contract Documents.
- s. Warranty – During the two-year warranty period, which starts at the date of Substantial Completion, perform four (4) warranty inspections, 1 each at 6 months, 12 months, 18 months, and 23 months, and ensure that Work which proves defective or deficient during such time is corrected either by the subcontractors or such other means as shall be required. Administer the one-year warranty period by the City’s Warranty Work Request process.

The CM/GC shall perform the work according to the construction documents within the scheduled time frame agreed to with the City. The CM/GC will be required to provide warranty and closeout assistance. Warranty on items will be for a minimum of 2 years (alternate for 1 year warranty can be a VE option).

- 1.) COST SAVINGS. To the extent the actual cost of the work may be reduced through the course of the design refinement, Procurement and Construction, the reduction in cost shall revert entirely to the benefit of the City. There shall be no “shared savings” compensation to the CM/GC.
  - 2) CONSTRUCTION CHANGE ORDER MARK-UP. For City approved changes to the scope of work, the CM/GC shall propose a Percentage Fee for additive and deductive change orders to the Guaranteed Maximum Price (GMP) Contract amount. This will only be required at the time of providing a fee.
  - 3) SCHEDULE. The final Project Schedule is not certain at this time; however, it is the City’s intent to provide Notice to Proceed for Services by October of 2023. Construction completion is anticipated prior to the end of 2025.
  - 4) BIDDING & CONSTRUCTION CONTINGENCY. The CM/GC’S contingency shall be used with the City’s concurrence only, which shall not be unreasonably withheld. The CM/GC’s contingency shall not be used for repairing or replacement of the Work due to the CM/GC’s negligence or error. The balance of the CM/GC’S contingency which has not been expended for the Project according to the procedures set forth herein shall be refunded entirely to the benefit of the City, upon final invoicing. The CM/GC shall also provide the City documented status of the contingency amount on a monthly basis with each payment application. Unused construction contingency shall revert back to the City in a form of a change order.
- The A/E awarded as a result of this RFP process will be required to fully collaborate with the City, BRS, and stakeholders. They shall ensure 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 A/E and the CM/GC



to insure value engineering through constructability assessments during the preconstruction phase as well as the construction phase of the project.

- All finalized drawings, plans, scope, specifications (both hard copy and electronic, to include CAD versions), shall become the property of the City.
- The CM/GC's services will include two major phases: Pre-Construction Services and upon GMP approval, Construction Services. Generally, all trade contracts shall be competitively bid and assigned to the CM/GC's contract; however, when circumstances warrant it, the CM/GC will be allowed to self-perform work that it traditionally performs with its own forces. This work shall be competitively bid by the CM/GC against other contractors performing the same scope of work, with the oversight of the City. It is the desire of the City that the CM/GC utilize qualified local participation with subcontractors, as much as practical, A/Es and labor force. The CM/GC shall allow for "open book" policy and facilitate review of all project contracts, bid tabs, records, accounting and other documentation and information, in any form, to the City or persons designated by the City for auditing purposes. It is the City's intention to ensure as competitive of a bidding environment as possible so does the goal is to have multiple bids with the various trades, particularly with the larger scope items.
- The City's project manager, BRS's project manager and the CM/GC'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 contracts (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 CM/GC.
- Reporting Requirements: The CM/GC 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, CM/GC 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, CM/GC, 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](#)**

**Appendix 6 - [Risk Register Example](#)**

**Appendix 7 - [Work Breakdown Structure for Generating Cost Estimate](#)**

**Appendix 8 – [GJCRC Scaled Drawing Package](#)**

**Appendix 9 – [2023 Draft Matchett Geotech Report](#)**

**4.6 RFP Tentative Time Schedule:**

- |  |                          |
|--|--------------------------|
| • Request for Proposal available                 | August 2, 2023           |
| • Optional Site Visit                            | August 11, 2023          |
| • Inquiry deadline, no questions after this date | August 17, 2023          |
| • Addendum Posted                                | August 21, 2023          |
| • Submittal deadline for proposals               | August 28, 2023          |
| • Owner evaluation of proposals<br>2023          | August 29 - September 5, |
| • Interviews (if required)                       | September 15, 2023       |
| • Final selection                                | September 20, 2023       |
| • City Council Approval                          | October 4, 2023          |
| • Contract execution                             | October 5, 2023          |
| • Services begins no later than                  | October 9, 2023          |

**4.7 Questions Regarding Scope of Services:**

Duane Hoff Jr., Purchasing Agent  
[duaneh@gjcity.org](mailto: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](http://www.bidnetdirect.com/colorado)). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (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 J, in response to the following:**

- 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:

Information provided shall include but is not limited to:

- Organizational chart of company and/or project team
- Identification of key personnel
- Professional qualifications, resumes and functions of personnel who will be assigned to the project
- Specific related project experience of personnel
- Personnel availability and time commitment proposed to meet the project schedule
- Experience with CM/GC Community Recreation Center projects.

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, construction cost, project duration and completion date. Additional discussion of Key Personnel experience can be provided as a narrative in the RFP.

Proposer

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 including:

- 1) Pre-Construction Manager
- 2) Estimator
- 3) Project Manager
- 4) Project Superintendent(s)
- 5) General Superintendent

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.

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 your (the CM/GC's) interpretation of the Owner's objectives with regard to this RFP. Describe your proposed CM/GC management strategy and/or plan for achieving the objectives of this RFP. Provide examples of control systems you propose to use in the execution of this project:

- Cost control
- Schedule control
- Quality control (value engineering, methodology)
- Value Engineering
- Maintenance of Operations Plan

The CM/GC may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm's implementation plan and an estimate of time commitments from Owner.

**The key pre-construction milestones for the CM/GC Community Recreation Center Schedule.**

The current design schedule as conceived by CM/GC is as follows (**provide estimated dates**):

35% Design Review Workshop	_____	Date
65% Design Review Workshop	_____	Date
100% Design Review Workshop	_____	Date
Final GMP and Project Schedule Development	_____	Date

The CM/GC should evaluate the schedule put forth by Firm with narrative described below the completion of the CM/GC schedule below as part of the proposal and include any other key dates needed. Also, if the CM/GC believes a certain date related to the Firm is in need of revision, please indicate this in your proposal.

As described in Item H. of Section 5 above, the Proposer shall submit a Project Schedule and any initial phasing recommendations. The dates listed above for these key milestones should be highlighted in the Proposer's Project Schedule.

Included in the strategy and implementation plan, provide a cost opinion for the project including all expected costs for site development, soft costs and hard construction costs for the CRC described in the 2022 CRC plan, appendix 1, and the GJCRC Scaled Drawing Package, appendix 8.

**In your response for the strategy and implementation plan, please also address these questions:**

- A. What makes your firm's pre-construction services unique? What tools do you use to enhance the process? Describe your preconstruction process and approach.
- B. Define how your strategy will get to a GMP that meets the budget, program and design goals.
- C. Describe a project that was completed as an integrated project with Design-assist(pre-construction services). What lessons did you learn and what would you do differently on this project?
- D. Have your estimator and your superintendent describe what he/she is most proud of on his/her most recent project.
- E. What bothers your superintendent most on projects, and how do we resolve it through an integrated process?
- F. Fill in the blank: We define success on a project as \_\_\_\_\_.
- G. Describe how you would go about hiring local firms/subcontractors.

**D. Current and Anticipated Workload:** Describe your current workload and expectations in coordinating your current projects, anticipated projects and this project.

**E. Capability/Performance:** Provide brief project descriptions and histories that delineate your ability for at least four (4) projects completed in the past five years with a similar size, scope and delivery method to this project. Provide as a minimum:

- Project description
- Project budget at 30% and 60%
- Guaranteed Maximum Price; delineate specifically the fee and general conditions cost totals
- Total dollar amount of change orders (exclusive of change of scope change orders)
- Completed project cost inclusive of all change orders, final contractor fees, and general conditions.
- Gross square footage, number of stories, and number of parking spaces
- Major structural system(s)
- Special or unique conditions, systems, characteristics, etc., including work that was fast tracked to meet an expedited schedule
- Original and actual construction schedule comparisons and describe the difference
- Owner's representative name and contact information

- F. Bonding Capacity:** Provide proof of bonding capacity for this project including CM/GC fees along with current and anticipated project workloads.
- G. References:** A minimum of eight (8) **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.
- H. Additional Submittal of Documents to include at a minimum:**
1. Cost Opinion for the Project. This should analyze the cost estimating completed by BRS as shown in the attachments.
  2. Detailed General Conditions Estimate
  3. Project Schedule and Phasing Recommendations
- I. Fee Proposal:** The construction duration for this project will be determined during the course of design and the development of the "Construction Logistics Plan

Contractor shall submit pricing using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown as follows: Not to Exceed Price for all Pre-Construction Services for this project; and % of OH&P for Construction Services for this project; and Not to Exceed Price for all General Conditions. The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this project. Include the following:

- 1. Fee & Pre-Construction Services:** The CM/GC fee shall be all inclusive, and include all job indirect costs, home office overhead and profit, including, but not limited, to the following:
- a Salaries benefits and taxes or other compensation of the CM/GC's employees at the principal office and branch offices;
  - b General operating expenses of the CM/GC's principal and branch offices other than the field office;
  - c Any part of the CM/GC's capital expenses, including interest on the CM/GC's capital employed for the Project;
  - d Overhead or general expenses of any kind;
  - e Salaries of the CM/GC's principal(s) or branch office employees when at the field office in whatever capacity employed and such employees when engaged on the road in expediting the production or transportation of materials and equipment;
  - f Cost of data processing services required in the performance of the Work;
  - g Cost of the premium for all insurance which the CM/GC is required to procure by this Agreement or is deemed necessary by the CM/GC;
  - h Minor expenses such as facsimile messages, telegrams, long distance telephone calls, express mailing and similar petty cash items in connection with Pre-construction and/or the Construction Services;
  - i Normal business expenses – payroll, Firms, materials, phone, postage, etc. Cost of insurance. In-house computer time and service. Word processing, accounting, and person-hour records. Permits and license fees. Mileage. Travel fees, room and board, per diem. Printing costs. Film and procession. Overtime. Any additional survey work. Additional required services.

- j Assume a minimum of 2 In-Person Partnering Sessions attended by at least Project Manager & Superintendent. All other bi-weekly project meetings may be attended virtually. Additionally, assume a minimum of 3 in-person project review workshops, or site visits.

**2. General Conditions:** The CM/GC General Conditions shall include all job direct onsite management costs including, but not limited, to the following:

- a Onsite Staff – Project Manager, Project Superintendent, Assistant Superintendent(s), Office/Field Engineers, Field Inspectors, Secretary and all staff necessary to complete all tasks required. All onsite employees of the CM/GC with the exception of self-performed work authorized by the City and bid in accordance with this agreement, shall be considered staff and shall be identified within the General Conditions and not part of the “Direct Cost of the Work”.
- b Onsite Equipment and office expenses – personal computers, copy machine, fax machine, first aid supplies, office or trailer rental (including moving costs), storage trailer, telephones, generators (for CM/GC’s office), radios and office furniture, facsimile messages, telegrams, long distance telephone calls and mailings;
- c Onsite Services – temporary toilets, project sign, bulletin boards, street / walk / parking lot cleaning / snow removal and trash removal;
- d Onsite Utilities – temporary enclosures / weather protection, temporary building heat, temporary electrical service, temporary gas and power charges and temporary water;
- e Safety – safety programs, handrails and toe boards, fire extinguishers and general fire protection, temporary stairs, construction fencing and covered walkways;
- f Insurance and Bonds – errors and omissions, general liability, workers’ compensation, FICA, federal and state unemployment and performance and payment bonds and builders risk;
- g Miscellaneous – project photographs, warranty inspection and coordination, jobsite construction fencing, storage or tool trailers, protection of open space, etc., construction sign and on-site construction signage, jobsite communications (radios, etc.), mailing and shipping of shop drawings, samples, etc., snow and ice removal (specify amount or use an allowance), security costs, final clean-up, assistance in start-up and owner orientation for all building systems, preparation, issuance to owner of record drawings (red-lined as-built drawings) for use by the architect (and engineers) to complete final as-built drawings and required Operating and Maintenance manuals, small tool allowance, safety and safety manager, dust control, scaffolding, temporary heat, travel, per diem, punch list and project close-out.

**J. 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%

- **Responsiveness of Submittal to the RFP (5)**  
(Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- **Understanding of the Project and Objectives (20)**  
(Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- **Experience (30)**  
(Firm's proven proficiency in the successful completion of similar projects.)
- **Strategy & Implementation Plan (35)**  
(Firm has provided a clear interpretation of the City's objectives in regard to the project (to include Item H of Section 5), 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-5283-23-DH**

**“Construction Manager/General Contractor (CM/GC) Services for New Community Recreation Center”**

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

**CM/GC Cost/Pricing proposal shall be based upon a \$54,600,000 construction budget.**

- 1. CM/GC Pre-Construction Services Fee \$ \_\_\_\_\_
  - 2. CM/GC Construction Services Fee (OH&P) % \_\_\_\_\_ \$ \_\_\_\_\_  
(provide in both % and \$)
  - 3. General Conditions (NTE) \$ \_\_\_\_\_
- Total CM/GC Fee** \$ \_\_\_\_\_

**Total CM/GC Fee Written:**

\_\_\_\_\_

Please provide a detailed breakdown to adequately describe the CM/GC services and associated anticipated reimbursable costs so as to demonstrate as complete an understanding as possible of the services provided.

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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