



**Request for Proposal  
RFP-5292-23-DH**

**Construction Manager/General Contractor  
(CM/GC) Services for New GJHA Multi-Family  
Apartment Building – Phase 1**

**RESPONSES DUE:**

November 2, 2023, Prior to 10:00am 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 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

Dolly Daniels, Senior Buyer (**after Oct. 25<sup>th</sup>**)

**[dollyd@gjcity.org](mailto:dollyd@gjcity.org)**

970-256-4048

# **REQUEST FOR PROPOSAL**

## **TABLE OF CONTENTS**

### **Section**

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance and Bond Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

### **Appendices**

- Appendix 1 – 2019 Construction Documents for 2814 Patterson Road**
- Appendix 2 – Overview of Differences between 2814 and this Project**
- Appendix 3 – November 7, 2022 Geotechnical Report**
- Appendix 4 – Site Map**

## REQUEST FOR PROPOSAL

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

**NOTE:** It is 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 (City) on behalf of Grand Junction Housing Authority (GJHA). All contact regarding this RFP is to be directed to the City 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 Proposers to provide Construction Manager/General Contractor (CM/GC) services for the new GJHA Multi-Family Apartment Building – Phase 1 (Project).

**1.3 Optional Pre-Bid Meeting:** Interested Proposers are strongly encouraged to attend a pre-bid meeting. The purpose of the pre-bid meeting will be to clarify the contents of this Request for Proposal (RFP). **The pre-bid meeting shall take place on October 16, 2023, 10:30am at City Hall Auditorium, 250 N. 5<sup>th</sup> Street, Grand Junction, CO.** Nothing stated during the pre-bid meeting will modify the Solicitation. Only information provided in an addendum will modify the Solicitation.

**1.4 Owner:** Owner is the Grand Junction Housing Authority (GJHA) and is referred to throughout this Solicitation as "Owner". The term "Owner" means 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 Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, Proposer(s) shall secure instructions from Purchasing Agent prior to the submittal deadline.

**1.6 Bid Guarantee.** A Bid Guarantee is required for this Project.

**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 failing to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

Construction Manager/General Contractor (CM/GC) Services for New GJHA Multi-Family Apartment Building - Phase 1 RFP-5292-23-DH

Nov 2, 2023, 10:00 – 10:30 AM (America/Denver)

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

<https://meet.goto.com/186744413>

You can also dial in using your phone.

**Access Code:**

**186-744-413**

**United States:**

**[+1 \(571\) 317-3122](tel:+15713173122)**

Join from a video-conferencing room or system.

**Meeting ID:**

**186-744-413**

**Dial in or type:**

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

**Or dial directly:**

**186744413@67.217.95.2 or 67.217.95.2##186744413**

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- 1.8 Altering Proposals:** Any alterations made prior to opening date and time must be initiated by Proposer. Proposals may not be altered or amended after the submission deadline.
- 1.9 Withdrawal of Proposal:** Proposals must be firm and valid for award and may not be withdrawn or canceled by 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 Proposer and Owner, Proposer may be referred to as the "CM/GC".
- 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 Proposer's risk. 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 specification(s). The absence of stated exception(s) indicates that Proposer has not taken exception(s), and if awarded a Contract, shall hold 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 or Confidential 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 must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request will be reviewed and decided by Owner. If denied, 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 Owner upon receipt and may only be returned to Proposer at Owner’s option. Selection or rejection of a proposal shall not affect this right. 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 Owner’s rights.
- 1.15 Minimal Standards for Responsible Prospective Proposers:** 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 Owner.
- 1.16 Open Records:** All proposals shall be open for public inspection after the Contract is awarded.
- 1.17 Sales Tax:** Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall exclude taxes.
- 1.18 Public Opening:** Proposals will be received and publicly opened in a virtual meeting immediately following the proposal deadline. Proposers, their representatives and interested persons may attend. Proposals will be received and acknowledged so as to avoid disclosure of process. Only the name(s) and business address of 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 must be indicated on the Letter of Interest or Cover Letter by the autographic signature of Proposer or an officer of Proposer legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by Proposer of all terms and conditions including compensation, as set forth herein. A Proposer shall identify clearly and thoroughly any variations between its proposal and Owner's RFP requirements. Failure to do so will 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 Owner and Contractor. By executing the Contract, 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 Services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, and Notices:** Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, codes, and orders of any public authority bearing on the performance of the Work. If Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify Owner in writing, and any necessary changes will be adjusted by appropriate modification. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without required notice to Owner, it shall assume full responsibility and bear all attributable costs.
- 2.4. Owner:** Owner is the Grand Junction Housing Authority (GJHA) and is referred to throughout the Contract Documents. The term Owner means Owner or its authorized representative. Owner shall, at all times, have access to the Work wherever it is in preparation and progress. Contractor shall provide facilities for such access. Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and Contractor's Application for Payment, Owner will determine the amounts owing to Contractor and will issue payment in such amounts as provided in the Contract.

Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require Contractor to stop the Work or any portion, or to require special inspection or testing of the Work, whether such Work can be fabricated, installed, or completed. Owner will not

be responsible for the acts or omissions of Contractor, and Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

- 2.5. Contractor:** Contractor is the person or organization identified as such in the Contract and is referred to throughout the Contract Documents. The term Contractor means Contractor or its authorized representative. 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 Owner any error, inconsistency or omission it may discover. Contractor shall not be liable to Owner for any damage resulting from such errors, inconsistencies, or omissions. Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Subcontractors:** A Subcontractor is a person or organization who has a direct contract with Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents and means a Subcontractor or its authorized representative.
- 2.7. Award of Subcontractors and Other Contracts for Portions of the Work:** The successful Contractor shall furnish to Owner a written list of all Subcontractors its proposing for portions of the Work. Prior to the award of the Contract, Owner will notify the successful Contractor in writing, if it objects to any proposed Subcontractor. If, prior to the award of the Contract, Owner refuses in writing to accept a Subcontractor, the successful Contractor may, prior to the award, withdraw its 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, Owner may, in its sole discretion, accept the increased proposal or may disqualify Contractor. If, after the award, Owner refuses to accept any Subcontractors on such list, Contractor shall submit an acceptable substitute and the Contract Sum will be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order will be issued. However, no increase in the Contract Sum will be allowed for any such substitution unless Contractor has acted promptly and responsively in submitting a name prior to the award.
- 2.8. Supervision and Construction Procedures:** Contractor will supervise and direct the Work, using its best skill and attention. It 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:** Contractor warrants to Owner that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these standards may be considered defective. If required by Owner, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment. If, within ten (10) days after written notice to Contractor requesting such repairs or replacement, Contractor should neglect to make or undertake with due diligence to the same, Owner may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement will be at Contractor's expense. Contractor will also bear the expense of making good all Work of others destroyed or damaged by the correction, removal or replacement of its defective Work.

- 2.10. Responsibility for those Performing the Work:** Contractor shall be responsible to Owner for the acts and omissions of all its employees and all other persons performing any of the Work under a contract with Contractor.
- 2.11. Use of the Site:** Contractor will 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:** Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work it shall remove all his waste materials and rubbish from and about the Project, as well as all its equipment and surplus materials.
- 2.13. Miscellaneous Conditions: Material Availability:** Proposer must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of a proposal. It is the responsibility of Proposer to immediately notify Owner if specified materials are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** Proposers 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, Owner may require the services to be redone at no additional expense to 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 Proposer to satisfy Owner 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. The Date of Substantial Completion of the Work or designated portions thereof is the date certified by Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.15. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

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

- 2.16. Performance and Payment Bonds: Once the Low Income Housing Tax Credits are successfully awarded by CHFA to GJHA, and sufficient funds to complete the development are obtained,** and after design and construction document completion, but



prior to construction commencement, Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to the Contract Sum 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 section). Contractor shall also furnish other bonds that may be required by the Special Conditions section. All bonds shall be in the forms prescribed by the Contract Documents and 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 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 must be acceptable to Owner.

**2.17. Retention:** Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of 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.

**2.18. 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 Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that Contractor shall pay liquidated damages to Owner for each day that Final Completion is late. As provided elsewhere, this provision does not apply to delays caused by Owner. The date for Final Completion may be extended in writing by Owner.

Contractor agrees that as a part of the consideration for Owner'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. Contractor and Owner agree that the real costs and injury to Owner for such delay, includes 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 Owner and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of Owner; perceived inefficiency of Owner; citizens having to deal with the construction and the Work, rather than having the benefit of timely completion of the Work; inconvenience to the public; loss of reputation and community standing for Owner during times when such things are very important and very difficult to maintain.

Contractor must complete the Work and achieve Final Completion included under the Proposal Schedule in the number of consecutive calendar days after Owner gives its

written Notice to Proceed. When 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 Contractor shall have fully completed all clean-up, and all items that were identified by Owner in the inspection for Final Completion. Unless otherwise stated in the Special Conditions section, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract Time shall continue to accrue until Owner gives its written Final Acceptance.

If Contractor fails to pay liquidated damages promptly upon demand after having failed to achieve Final Completion on time, Owner shall first look to any retainage or other funds from which to pay liquidated damages; if retainage or other liquid funds are unavailable or sufficient to pay liquidated damages amounts, the Surety on Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, Owner may withhold all or any part of such liquidated damages from any payment otherwise due Contractor.

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

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

**2.19. Contingency/Force Account:** Contingency/Force Account work will be authorized by 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 Owner through an approved form. Contingency/Force Account funds are the property of Owner and any Contingency/Force Account funds, not required for Project completion, shall remain the property of 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 Contractor wishes to make a claim for an increase in the Contract Sum or an extension in the Contract Time, it shall give 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 Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case Contractor shall proceed in accordance with the regulations on safety. No such claim will be valid unless made. Any change in the Contract Sum or Contract Time resulting from such claim shall be authorized by Change Order.

- 2.21. Field Orders:** 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 Contract, without change in the Contract Sum or Contract Time. Contractor shall carry out such Field Orders promptly.
- 2.22. Substantially Complete:** Means the date when construction is sufficiently complete in accordance with the Contract Documents, as modified by any Change Orders agreed to by Owner and Contractor, so that all of the Work or any portion of it specified as a separately deliverable portion of the Work (including any order of delivery of portions of the Work specified) in the Scope of Work in the Contractor is available for use by Owner for its intended purpose and without disruption or interference with tenancy by Owner's tenants. The Substantially Complete date shall be confirmed with a Certificate of Substantial Completion signed by Owner and Contractor. The issuance of a Final Certificate of Occupancy is not a prerequisite for Substantial Completion if a temporary Certificate of Occupancy has been obtained.
- 2.23. Progress and Completion:** 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.
- 2.24. Payment and Completion:** Contract Sum is stated in the Contract and is the total amount payable by Owner to 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, 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, Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by Contractor, of the value of Work performed and materials incorporated into the Work 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 contractors in the same or similar type of work in the applicable community. The Work and Services to be performed by Contractor under the Contract shall be performed in compliance with all applicable laws, ordinances, rules and regulations.
- 2.25. Final Payment:** Consists of the unpaid balance of the Contract Sum, will be due and payable within 60 days after the Work is fully completed and accepted by Owner. Before issuance of Final Payment, Owner, no later than ten (10) days before final settlement is made, will publish a notice of the completion of the Project and final settlement at least twice in a newspaper of general circulation in any county where the Work was contracted for or performed requiring all unpaid contractors, suppliers and other creditors to notify Owner of any unpaid amounts due and owing related to the Project and/or request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied, and that all governmental inspections, approvals and permits (including without limitation Final Certificates of Occupancy for all buildings) have been obtained.
- 2.26. Protection of Persons and Property:** 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 Contractor in the execution of the Work, or in consequence of the non-execution thereof by Contractor, Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.27. Changes in the Work:** 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 Contractor signed by 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.
- 2.28. Claims for Additional Cost or Time:** If Contractor wishes to make a claim for an increase in the Contract Sum or an extension in the Contract Time, it shall give 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 Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case Contractor shall proceed 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 written Change Order.
- 2.29. Uncovering and Correction of Work:** Contractor shall promptly correct all Work rejected by 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. Contractor shall bear all costs of correcting such rejected Work, including the cost of Owner's necessary additional services. If within two (2) years after the Date of Final 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, Contractor shall correct it promptly after receipt of a written notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition. Owner shall give notice promptly after discovery of said or such condition. All 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 Owner. Contractor shall bear the cost of correcting all Work of separate Contractors destroyed or damaged by such removal or correction. If Owner prefers to accept defective or non-conforming Work, it 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 Contractor.
- 2.30. Acceptance Not Waiver:** Owner's acceptance or approval of any Work furnished under the Contract shall not in any way relieve Proposer of its responsibility to maintain the high

quality, integrity and timeliness of its work. Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under the Contract, or of any cause of action arising out of performance under this Contract.

**2.31. 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 and signed by Owner and Contractor.

**2.32. Assignment:** Proposer shall not sell, assign, transfer or convey any Contract resulting from this RFP, in whole or in part, without the prior written consent of Owner, which approval may be withheld in Owner's sole subjective discretion.

GJHA, as Owner, may assign its rights, obligations, and liabilities under the Contract, so long as the assignment does not change the terms of the Contract, without the written consent of Contractor to a Colorado limited liability limited partnership (LLLP) to be identified prior to Contract execution, if GJHA is the general partner of the LLLP and the LLLP is Owner of the property on which the Project is being constructed.

**2.33. 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 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.

**2.34. Debarment/Suspension:** Contractor certifies that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.

**2.35. Confidentiality:** All information disclosed by Owner to Contractor for the purpose of the Work to be done or information that comes to the attention of Contractor during the course of performing such Work is to be kept strictly confidential.

**2.36. Conflict of Interest:** No public official and/or employee of Owner shall have any interest in any Contract resulting from this RFP.

**2.37. Contract:** This RFP, submitted documents, and any negotiations, when properly accepted by Owner, shall constitute a Contract equally binding between Owner and Proposer. The Contract represents the entire and integrated agreement between the parties 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.

**2.38. Project Manager/Administrator:** Owner's Project Manager shall render decisions in a timely manner pertaining to the Work proposed or performed by Contractor. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Work.

**2.39. Contract Termination:** The 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 Owner 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.

- 2.40. Employment Discrimination:** During the performance of any Work with Owner, Proposers, by submitting a Proposal, agree to the following conditions:
- 2.40.1.** Proposer 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 Proposer. Proposer agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.40.2.** Proposer, in all solicitations or advertisements for employees placed by or on behalf of Proposer, shall state that such Proposer is an Equal Opportunity Employer.
  - 2.40.3.** 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.
- 2.41. Ethics:** Proposers and Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of Owner.
- 2.42. Failure to Deliver:** In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, Owner, after oral or written notice, may procure the services from other sources and hold Contractor responsible for any costs resulting in additional construction, purchase, and administrative services. This remedy shall be in addition to any other remedies that Owner may have.
- 2.43. Failure to Enforce:** Failure by Owner 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 Owner to enforce any provision at any time in accordance with its terms.
- 2.44. Force Majeure:** Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of Contractor, unless otherwise specified in the Contract.
- 2.45. Indemnification:** Contractor shall defend, indemnify and hold harmless Owner and all its officers, commissioners, partners, investors, 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 Contractor, or of any Contractor's agents, employees, Subcontractors or suppliers in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with costs that may be obtained against Owner growing out of such injury or damages.

- 2.46. Independent Contractor:** Contractor shall be legally considered an Independent Contractor and neither Contractor nor its employees shall, under any circumstances, be considered employees or agents of Owner. Owner shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its employees or agents. Owner shall not withhold from the Contract payments to Contractor, any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to Contractor. Further, Owner shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by Owner for its employees.
- 2.47. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this RFP is subject to rejection as non-responsive. Owner reserves the right to permit Proposers to withdraw nonconforming terms and conditions from their proposal prior to a determination by Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.48. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of Owner.
- 2.49. 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 Contract. All modifications to this request and any agreement must be made in writing and signed by Owner.
- 2.50. Patents/Copyrights:** Proposer agrees to protect Owner from any claims involving infringements of patents and/or copyrights. In no event shall Owner be liable to Proposer for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall nullify and void any agreement resulting from a response to this RFP.
- 2.51. Remedies:** Proposer and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.52. Governing Law/Venue:** The Contract will be governed by the laws of the State of Colorado, unless those laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. The parties agree that, in the event of legal action arising from or relating to the Contract, venue and jurisdiction are proper only in the Courts of Mesa County, Colorado.
- 2.53. Expenses:** Expenses incurred in preparation, submission and presentation of a response to this RFP are the responsibility of Proposer and cannot be charged to Owner.
- 2.54. Sovereign Immunity:** Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising out of the Contract or this RFP.
- 2.55. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the Grand Junction Housing Authority's Board of 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.

- 2.56. Collusion Clause:** Each Proposer, by submitting a proposal, certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among Proposers. Owner may or may not, at the discretion of Owner's Purchasing Agent, accept future proposals for the same service or commodities for participants in such collusion.
- 2.57. Gratuities:** Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with the Contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Contract. If Contractor breaches or violates this warranty, Owner may, in its sole subjective discretion, terminate the Contract without liability to Owner.
- 2.58. Safety Warranty:** Proposers warrant 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.
- 2.59. Performance of the Contract:** 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 Owner in the event of breach or default of resulting contract award.
- 2.60. Benefit Claims:** Owner shall not provide to Proposers any insurance coverage or other benefits, including Worker's Compensation, normally provided by Owner for its employees.
- 2.61. Default:** Owner reserves the right to terminate the Contract in the event Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the Contract. Breach of Contract or default authorizes Owner to purchase like services elsewhere and charge the full increase in cost to Contractor.
- 2.62. Multiple Offers:** If a Proposer chooses to submit more than one Proposal, THE ALTERNATE PROPOSAL must be clearly marked "Alternate Proposal". Owner reserves the right to make award in the best interest of Owner.
- 2.63. Definitions:**
- 2.63.1.** A/E refers to OZ Architecture and SGM, Inc. entered into a Contract with Owner for 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 architecture and engineering services.
  - 2.63.2.** "Proposer" refers to the person or persons legally authorized to make an offer and/or submit a Proposal in response to Owner's RFP.
  - 2.63.3.** 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.
  - 2.63.4.** "Owner" is Grand Junction Housing Authority and is referred to throughout the Contract Documents. The term Owner means Owner or its authorized representative.



- 2.63.5.** “Contractor and/or CM/GC” is the person or organization identified as such in the Contract and is referred to throughout the Contract Documents. The term Contractor means Contractor or its authorized representative.
- 2.63.6.** “Subcontractor” is a person, organization or entity that has a direct contract with Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract documents and means a Subcontractor or its authorized representative.

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

**2.65. 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 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 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.

"Public project" is defined as:

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

**2.66. Section 3 Requirements.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Contractor will have to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. Upon execution of the Contract, Contractor will have to certify that it is under no contractual or other impediment that would prevent them from complying with the regulations in 24 CFR part 135.

Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, and shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. Contractor will not subcontract with any Subcontractor where Contractor has notice or knowledge that Subcontractor has been found in violation of the regulations in 24 CFR part 135.

Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of the Contractor for default, and debarment or suspension from future HUD assisted contracts.

## SECTION 3.0: INSURANCE AND BOND REQUIREMENTS

**3.1 Insurance Requirements.** Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract Documents or by law. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Contractor 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 section:

**3.1.1** Policy of general liability insurance Minimum Requirement will be:

- (a) \$1,000,000 Each Occurrence
- (b) \$2,000,000 General Aggregate
- (c) \$10,000,000 Umbrella
- (d) \$1,000,000 Products/Completed Operations Aggregate
- (e) \$1,000,000 Personal and Advertising Injury Limit
- (f) \$1,000,000 Fire Damage
- (g) \$5,000 Medical Expenses Per Person
- (h) A deductible not greater than \$1,000

**3.1.2** Policy of professional liability insurance Minimum Requirement will be \$1,000,000 per occurrence and \$2,000,000 aggregate. This policy shall provide coverage to protect Owner against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

**3.1.3** Automobile liability coverage in a combined single limit of \$1,000,000.00 with a deductible not greater than \$0. With respect to each of Contractor's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interest's provision.

**3.1.4** Employers' Liability Insurance (Workers Compensation) Minimum Requirement will be:

- (a) \$1,000,000 Bodily Injury by Accident Each Accident
- (b) \$1,000,000 Bodily Injury by Disease Policy Limit
- (c) \$1,000,000 Bodily Injury by Disease Each Employee

Contractor will procure, maintain, and pay all premiums at Contractor's expense, for Workers' Compensation insurance on all employees and any persons performing any of Contractor's obligations under the Contract. As used in the Contract,

“employee(s)” will have the same meaning as set forth in Section 8-40-202, C.R.S., and “employer” will have the same meaning as in Section 8-40-203(1)(b), C.R.S. Before performing any Work under this Contract, Contractor will provide to Owner workers’ compensation proof of insurance certificate(s) demonstrating that the requirements of this subsection (c) are met, or documentation substantiating proper rejection of coverage under Section 8-41-202(1), C.R.S., which certificates will be made a part of the Contract Documents. Contractor will maintain its insured status for purposes of workers’ compensation throughout the term of the Contract and will provide proof of such status when requested by Owner.

**3.1.5** Contractor will provide Owner with current certificate(s) evidencing all insurance coverage required above, including confirmation that it has named Grand Junction Housing Authority and any LLLP, if assigned, as an additional insured. If an insurance policy renews during the effective term of the Contract, Contractor must provide an updated certificate to Owner.

**3.1.6** Every policy required above shall be primary insurance, and any insurance carried by Owner, its officers, or its employees, or carried by or provided through any insurance pool of Owner, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

**3.2** Employer’s Liability, Business Automobile Liability and Commercial General Liability coverage required under this section may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella policies.

**3.3** Contractor will maintain in effect all insurance coverage requested in this section with insurance companies lawfully authorized to do business in the jurisdiction in which the project is located. If Contractor fails to obtain or maintain any insurance coverage required under the Contract, Owner may purchase such insurance coverage and charge the expense to Contractor or terminate the Contract.

**3.4 Additional Insured Endorsement.** The policies required above shall be endorsed to include Owner and Owner’s commissioners, officers, and employees as additional insureds with the exception of workers compensation. Every policy required above shall be primary insurance, and any insurance carried by Owner, its officers, investors, partners, or its employees, or carried by or provided through any insurance pool of Owner, shall be excess and not contributory insurance to that provided by Contractor.

**3.5 Bonding Requirements.** Bid, performance, and payment bonds are required of Contractor. Such bonds will be issued by a surety licensed in Colorado and must be acceptable to Owner.

**3.5.1 Bid Bond.** A Bid Guarantee is a requirement when the proposal amount exceeds \$150,000.00. A Bid Guarantee can consist of a Bid Bond issued by a surety company or a cashier’s check. Proposers shall attach an electronic copy of its Bid Bond or proof of alternative guarantee for responsiveness to the RFP. Submission

of a Bid Bond, along with a certified and effectively dated copy of the power of attorney, shall be completed and signed by all required parties and submitted with a Proposal. If a cashier's check is being provided as the Bid Guarantee, Proposer shall upload copy of cashier's check, with account numbers redacted. The original cashier's check must be sent to Grand Junction Housing Authority, Procurement Specialist, 8 Foresight Circle, Grand Junction, CO 81505 and received within three (3) business days of the Proposal submittal deadline. A Proposal will be deemed non-responsive if: (1) the Bid Bond or cashier's check is in an amount less than 5% of the Proposal amount for the Pre-Construction Services; or (2) the original cashier's check is not received by Owner within three (3) business days of the Proposal submittal date. To be acceptable to Owner, the surety company issuing the Bid Bond must meet and comply with the minimum standards stated in section 3.5 of this RFP. Failure to submit either a Bid Bond from a surety company meeting these minimum standards or a cashier's check will result in rejection of the Proposal.

**3.5.2 Performance Bond.** Performance bond will be issued in the penal sum equal to one hundred percent (100%) of the Contract Sum. The Performance Bond will cover the cost to complete the Work but will not cover any damages of the type specified to be covered by the insurance pursuant to this Section, whether such insurance is provided or in an amount sufficient to cover such damages.

**3.5.3 Payment Bond.** The penal sum of the payment bond will equal the penal sum of the performance bond. Contractor's payment bond for the Project will be made available by Contractor for review and copying by the Subcontractor.

**3.5.4** Any increase in the Contract Sum that exceeds ten percent (10%) in the aggregate will require a rider to the bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the bonds will remain equal to one hundred percent (100%) of the Contract Sum or as otherwise provided in this Section. Contractor will endeavor to keep its surety advised of changes within the scope of the initial Contract potentially impacting the Contract Sum or the Dates of Substantial Completion or Final Completion, though Contractor will require that its surety waives any requirement to be notified of any alteration or extension of time.

## SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

### 4.1. General/Background:

It is the intent of GJHA to negotiate a guaranteed maximum price (GMP) contract for construction with the selected CM/GC. Pre-Construction Services, including delivery of initial construction pricing estimates, will be provided through the completion of the Construction Documents phase. A final GMP amount will be established toward the completion of the Construction Documents phase. Owner is seeking a Contractor with significant experience in multi-family residential construction and financed primarily by low-income house tax credit (LIHTC). The development will be built at 674 23<sup>3</sup>/<sub>4</sub> Road, Grand Junction CO 81505. The nature of the scope of Work is outlined in this RFP.

GJHA is in final negotiations for a contract to purchase a 15-acre parcel of vacant land, zoned Mixed Use, and located just southeast of the intersection of F-<sup>3</sup>/<sub>4</sub> and 23-<sup>3</sup>/<sub>4</sub> roads, once built. The parcel is not immediately adjacent to the street frontage but separated by an L-shaped parcel to the east and south. The parcel is within walking distance of Community Hospital and the many restaurants, retail, and service establishments in and around the Mesa Mall. Due to this location, it is an exceptional location for workforce housing.

The site is being master planned for an ultimate buildout of 300+ multi-family residential units. This solicitation focuses particular attention on the northeast corner of the parcel for the first phase of development. This solicitation is for Phase 1 only and is anticipated to have 61 units consisting of 12 2-bedroom units and 49 1-bedroom units.

This Project, as a whole, will be funded through a combination of loans, grants, LIHTC, and other funding sources, some of which originate at the Federal level. Therefore, when the Project moves to the construction phase, CM/GC may be required to base construction related wages using the Davis-Bacon Act prevailing wage requirements depending on the ultimate sources of funding. The final contract will specify if the Davis-Bacon Act applies.

GJHA expects the selected CM/GC to be experienced in multi-family development in Colorado, including design and construction. The selected CM/GC shall also have experience with developments financed with LIHTC and be prepared to provide the deliverables required for applying for them through the Colorado Housing and Finance Authority (CHFA), as well as other financing resource deliverables required in affordable/workforce housing development financing. The selected CM/GC must be willing and able to assist GJHA in the preparation and submission of the deliverables to be considered for award of Low-Income Housing Tax Credits. This is a vital component to the success of this project. Based on past experience, GJHA expects that CHFA's process will be highly competitive. Securing award of these credits is essential to the project implementation. If GJHA is unsuccessful in obtaining the tax credits and additional resources, the project will not be implemented at this time, or will be delayed until tax credits can be obtained.

This is a multi-step process:

- Project Design/Line-item Cost Estimate to be part of the LIHTC application to CHFA. Owner intends to generally replicate the design and construction of the 2814 Patterson Road development, but with significant differences, as noted on Appendix 2. This reference is provided as general guidance, not as a development-specific commitment to all construction materials and methods.
- Preparation and Submittal of Full Application to CHFA for Reservation of Low-Income Housing Tax Credits (due on or before February 1, 2024)
- Receipt of Reservation of Low-Income Housing Tax Credits
- Securing Private Investors and other Gap Financing
- Project Construction

The selected CM/GC will have a strong track record of successful partnerships with public entities, including public housing authorities, and a portfolio of quality developments that perform at levels meeting or exceeding expectations. GJHA will consider past experience in pre-construction services and construction of similar projects of similar size and complexity.

Owner has selected A/E as the design firms for this project. Owner shall require maximum collaboration by A/E, CM/GC, and Owner's Project staff to ensure value engineering through constructability assessments, during the preconstruction phase, as well as the construction phase(s) of the project.

#### **4.2. Special Conditions and Provisions:**

**4.2.1 Optional Pre-Bid Meeting:** Interested Proposers are strongly encouraged to attend a pre-bid meeting. The purpose of the pre-bid meeting is to clarify the contents of this RFP. The pre-bid meeting will take place on October 16, 2023, 10:30am at City Hall Auditorium, 250 N. 5<sup>th</sup> Street, Grand Junction, CO. Nothing stated during the pre-bid meeting will modify this solicitation. Only information provided in an addendum will modify this solicitation.

**4.2.2 Term of Contract:** By submitting a response to this RFP, Proposer agrees and understands that payments pursuant to the Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, Owner may terminate all or part of the Contract immediately without further liability.

**4.2.3 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), value engineering, 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.

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

**For pricing purposes for this solicitation process, Proposers shall presume a construction budget of \$16,000,000.**

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

**4.2.4 Project Schedule:** Time is of the essence concerning this project. Therefore, it is essential that A/E, selected CM/GC, and Owner begin work immediately to meet these time sensitive application deadlines.

Contractor shall submit a complete project schedule with its proposal. Due to the unknown time frame for the application and funding approvals, Contractor shall submit a complete project schedule for pre-construction services based on calendar days from receipt of a Notice to Proceed, not calendar dates, as that may not allow time for funding.

**4.2.5 Contract:** A binding Contract shall consist of: (1) the RFP and any Addendum(s) thereto, (2) Proposer's response (Proposal) to the RFP, (3) clarification of the Proposal, if any, and (4) Owner'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.

**4.2.5.1** The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

**4.2.5.2** 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 representatives of Proposer and Owner or by a modified Purchase Order/Contract prior to the effective date of such modification. 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.

**4.2.6 GJHA Owner's Representative:** Owner's Representative for the Project is Jody M. Kole, CEO or written designee.

Jody M. Kole, CEO  
jkole@gjha.org



**4.2.7 GJHA Project Manager:** The Project Manager for the Project is Jody M. Kole, CEO. During Pre-Construction and Construction, all notices, letters, submittals, and other communication directed to Owner shall be addressed and mailed or delivered to:

Jody M. Kole, CEO  
Grand Junction Housing Authority  
8 Foresight Circle  
Grand Junction, CO 81505

**4.2.8 Contract Administrator:** The Contract Administrator for the Project is Scott Aker, COO. During the scope of the Project, Contract related inquiries, issues, and other communications shall be directed to:

Scott Aker, COO  
[saker@gjha.org](mailto:saker@gjha.org)

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

CM/GC's services will include two major phases: (1) Pre-Construction Services and (2) with GMP approval, Construction Services. Generally, all Subcontractor contracts shall be competitively bid and assigned to CM/GC's contract; however, when circumstances warrant, CM/GC will be allowed to self-perform work that it traditionally performs with its own forces, if CM/GC certifies in writing to Owner that there are no qualified and available local Subcontractors. Owner expects CM/GC to use qualified local Subcontractors and labor force to the extent possible. 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 Owner or persons designated by Owner for auditing purposes.

#### **PRE-CONSTRUCTION SERVICES FIXED FEE**

CM/GC shall participate in the continuing design process as an integral member of the Project Team and shall perform Pre-Construction Services that include but not be limited to the following:

- 1) Design Consultation During Project Development – Attend regularly scheduled meetings (as needed), with A/E and Owner 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, phasing, availability of materials and labor, time requirements for installation and construction, safety, and factors related to cost including alternative designs or materials, preliminary budgets and possible economies. Consult with Owner and A/E to finalize construction-phasing plans based upon the preliminary project plan included with CM/GC's original proposal. Present schedule and cost associated with each plan.
- 2) Cost Estimating, Scope Management and Value Engineering - CM-GC shall prepare a cost estimate based on the 100% construction documents and GMP package.

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 Owner and A/E, of all site and building components and systems. 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. CM-GC will work with Owner and A/E to develop a scope of Work that fits within Owner's available budget for site and building construction. Any pre-qualified and likely bidders for major elements of the project should be included in the proposal.

- 3) Scheduling – Develop a Project Time Schedule that coordinates and integrates 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.

CM/GC and A/E will work collaboratively to identify options of construction activities. Ultimate responsibility for coordination of the Work of Subcontractors is 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 Owner, A/E and CM/GC.

- 4) Construction Estimate – Prepare a construction estimate for the Work based on a survey of drawings and available specifications. Update and refine the construction estimate for Owner's approval and acceptance as the development of the drawings and specifications proceeds. Provide detailed construction cost estimates at the completion of 100% documents produced by A/E and CM/GC team, and GMP. Estimate shall include the bid amounts and construction contingencies.

It is anticipated that an early release/equipment procurement package(s) may be needed to ensure project schedule adherence, therefore CM/GC shall provide cost/pricing during the design development in in the Preconstruction Phase, at which point an initial contract will be executed (upon GJHA Board approval). The GMP will be submitted for approval upon completion of the Construction Documents, at which point a Change Order shall be executed (upon GJHA Board approval).

- 5) Value Engineering (VE) – CM/GC shall: (a) provide value engineering and life-cycle costing for all materials, equipment and systems mutually agreed upon to determine the best possible value to Owner; (b) conduct formal value engineering work sessions with Owner and A/E; and (c) recommend design detail, system and assembly alternatives as required.
- 6) Design Review/Coordination of Contract Documents – Conduct a formal review of 100% construction documents produced by 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 Owner and A/E within one week of receipt of said documents. Verify that all identified deficiencies and/or revisions authorized by Owner are acknowledged by A/E and incorporated in all subsequent documents presented and in the final Construction Documents.

- 7) Construction Logistic Plan – Throughout the course of design and bidding, develop (with input from A/E and Owner) 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 Owner, 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.
- 8) Subcontractor Pre-Qualification – Develop and implement a Subcontractor pre-qualification process, with the cooperation and approval of Owner and A/E. Recommend early pre-qualification of critical Subcontractors as deemed advisable, especially for instrumentation, controls, coatings, structural, and mechanical and electrical work. Only pre-qualified 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.
- 9) Labor – Analyze the types, quantity and availability of appropriate categories of labor required for various phases of the Project.
- 10) Subcontractor Bidding – 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 Owner.
- 11) Conferences – In concert with Owner and A/E, conduct pre-construction conferences with successful Subcontractors.
- 12) Work Task Coordination – CM/GC will work collaboratively with A/E (in conjunction with Owner) throughout the process. Owner expects that CM/GC and A/E work as a team to produce design documents that consider constructability and place importance on value engineering where possible.

A/E will provide construction administration services in conjunction with 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 will 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.

CM/GC will attend all necessary Work sessions with Owner and A/E to gather and distribute information on the Project as required.

CM/GC will in conjunction with Owner and A/E, immediately identify the Project requirements and prepare comprehensive construction estimates. CM/GC will 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 Owner.

CM/GC will develop and continue to refine a comprehensive Project Construction Schedule. Identify, set decision dates, and make recommendations to Owner and A/E on procurement of long-lead delivery items. Update and monitor the Project Schedule with Owner and A/E regularly to identify deviations and changes.

CM/GC will 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 Owner and A/E if it appears that the construction budget will not be met. Prepare and update with each cost estimate a reconciliation report comparing the previous cost estimate, the current cost estimate, and the approved budget. Provide this service at each of the following design milestones: 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 Owner and A/E to provide intra-phase pricing evaluations of building systems, assemblies, and component options to facilitate timely design related decision-making as required by Owner and A/E.

CM/GC will conduct a 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.

CM/GC will review the proposed design concepts, layouts, dimensions, clearances and advise Owner and A/E 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.

CM/GC will provide a selection process similar to 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 Owner, could move forward as Subcontractor.

CM/GC will recommend a strategy for bid packaging the drawings and specifications relative to the Project approach and other pertinent considerations. Administer the various bid packages for the Project.

CM/GC will prepare a detailed approach to phasing of the Work, mobilization, logistics, quality control and safety of the public for review by Owner and A/E.

CM/GC will prepare and submit a final Guaranteed Maximum Price (GMP) Proposal for Owner'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 Owner, and shall include estimated quantities and values justified by CM/GC. All clarifications, exclusions, exceptions must be identified within Proposer's Proposal.

CM/GC will assist Owner and A/E 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**

- 13) Pre-Construction Conference – Prior to the commencement of the Work, CM/GC shall submit to A/E and Owner in reasonable detail and format acceptable to A/E and Owner, copies of the following documents:
- a) Submittal log and schedule.
  - b) Request for Information (RFI) form and log format. (A/E will provide log being used to date).
  - c) Request for Change Order form and log format.
  - d) List of inspections required by the Contract Documents.
  - e) Quality Control (QC) plan.
  - f) Safety plan.
  - g) Copies of required permits.

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

- 14) Project Control – Supervise the Work of Subcontractors and coordinate the Work with the activities and responsibilities of Owner and A/E in order to complete the Project in accordance with Owner's objectives of cost, time and quality.
- 15) Staffing – Maintain, at the Project site, a competent staff as approved by Owner, 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 or Project Manager and any necessary assistants, satisfactory to Owner, in accordance with executed Amendments and/or CM/GCs Contract and General Conditions. The Superintendent shall not be changed except with the consent of Owner. The Superintendent shall see that the Work is carried out in accordance with the Contract Documents and shall be full time and shall be present on the Project site during the execution of all Work associated with the Contract unless authorized by Owner.
- 16) 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.

- 17) Coordination – Establish and implement procedures for coordination among Owner, A/E, Subcontractors and CM/GC with respect to all aspects of the Project. Schedule and conduct weekly progress meetings with A/E and Owner. CM/GC shall be responsible for recording and distribution of meeting minutes.
- 18) 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 Owner and A/E, Subcontractors adjustments in the schedule to meet the scheduled completion date.
- 19) Progress Meetings – Owner, 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 weekly intervals throughout the Project. Meetings shall include A/E PM, Owner 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:
  - a) Activities completed since last meeting
  - b) Problems encountered or anticipated
  - c) Late activities or activities slipping behind schedule
  - d) Solutions for unresolved or newly identified problems
  - e) Schedule of upcoming activities
  - f) Information on items required, or comments from stake holders.
- 20) 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 Owner and A/E, review requests for changes, submit recommendations to Owner and A/E and negotiate Change Orders with Subcontractors.
- 21) 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.”
- 22) Owner’s A/Es/Contractors – If required, assist Owner in the coordination of a surveyor, testing laboratories other special A/Es, telecom/data, temperature controls and other contractors contracted directly by Owner who are involved with work associated with Contract Documents.
- 23) Safety Measures – Establish procedures and measures for the safety of persons and property at and around the Project site. Assure compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the Work.
- 24) Quality Control Program – CM/GC shall establish and maintain a QC Program specific to the Project. The QC program shall consist of 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.

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

- 25) Contract Interpretations – Refer all questions, in writing, relative to interpretations of design intent to A/E. CM/GC shall implement an effective system for recording and tracking questions and responses through final resolution and distribution to all parties concerned. At the weekly progress meeting, CM/GC is to identify any critical questions that may impact either schedule, cost or quality of the Project.
- 26) Material Submittals, Shop Drawings and Samples – In collaboration with A/E, establish and implement procedures for expediting the processing and approval of material submittals, shop drawings and samples. CM/GC shall plan on ten working days for submittal review by A/E team.
- 27) Reports and Project Site Documents – Record the daily progress of the Project in a daily log available to Owner and A/E. Submit, on a weekly basis, written progress reports and summaries of meetings to Owner and A/E, including information of Subcontractors' work, labor resource levels by trade, safety violations, inspections or tests, and the percentage of completion of items relative to the Project Schedule.
- 28) 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.
- 29) Start-Up and Training - With Owner'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.
- 30) Attic Stock - Turn over to Owner all keys and maintenance/attic stocks required by the Contract Documents.
- 31) 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 Subcontractors or such other means as shall be required. Administer the two-year warranty period by Owner's Warranty Work Request process.

CM/GC shall perform the Work according to the construction documents within the scheduled time frame agreed to with Owner. 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).

- a) 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 Owner. There shall be no “shared savings” compensation to CM/GC.
- b) CONSTRUCTION CHANGE ORDER MARK-UP. For Owner approved changes to the Work, CM/GC shall propose a Percentage Fee for additive and deductive Change Orders to the GMP Contract Sum. This will only be required at the time of providing a fee.
- c) SCHEDULE. The final Project Schedule is not certain at this time; however, it is the Owner’s intent to provide Notice to Proceed for Services by approximately November of 2024. Construction completion is anticipated within 14 months of Notice to Proceed.
- d) BIDDING and CONSTRUCTION CONTINGENCY. CM/GC’s contingency shall be used with Owner’s concurrence only, which shall not be unreasonably withheld. CM/GC’s contingency shall not be used for repairing or replacement of the Work due to CM/GC’s negligence or error. The balance of 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 Owner, upon final invoicing. CM/GC shall also provide Owner documented status of the contingency amount on a monthly basis with each payment application. Unused construction contingency shall revert back to Owner in the form of a Change Order.

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

- Appendix 1 - [2019 Construction Documents for 2814 Patterson Road](#)
- Appendix 2 – [Overview of Differences between 2814 and this Project](#)
- Appendix 3 – [November 7, 2022 Geotechnical Report](#)
- Appendix 4 – [Site Map](#)

**4.5 RFP Tentative Time Schedule:**

Request for Proposal available	October 6, 2023
Optional Pre-Bid Meeting	October 16, 2023
Inquiry deadline, no questions after this date	October 23, 2023
Addendum Posted	October 25, 2023
Submittal deadline for proposals	November 2, 2023
Owner evaluation of proposals	November 2 – November 6, 2023
Interviews (if required)	November 13, 2023
Final selection	November 16, 2023
Contract execution	TBD, 2023
Services begins no later than	TBD, 2023



#### 4.6 Questions Regarding Scope of Services:

Duane Hoff Jr., Purchasing Agent  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

Dolly Daniels, Purchasing Agent (after Oct.25<sup>th</sup>)  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each Proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)). This site offers both “free” and “paying” registration options that allow for full access of 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 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, Owner 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 set forth herein. For proper comparison and evaluation, Owner requires that Proposals be formatted **A to L, in response to the following:**

- A. Cover Letter:** Cover letter shall be provided explaining Proposer’s interest in the Project. The letter shall contain the name/address/phone number/email of the person who will serve as Proposer’s principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of Proposer. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of Proposer. By submitting a response to this solicitation, Proposer agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide its qualifications for consideration as a Contract provider to Owner and include prior experience in similar projects. In addition to Section 4.3 Scope of Services, Proposers shall also provide the following information with its proposal submittal:

Information provided shall include but is not limited to:

- Experience with multi-family residential development projects, including but not limited to Low Income Housing Tax Credit (LIHTC)
- 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

Key personnel will be committed to this Project in the Contract and can only be changed with approval of Owner.

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.

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 (CM/GC's) interpretation of 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

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 company's implementation plan and an estimate of time commitments from Owner.

**The key pre-construction milestones for CM/GC GJHA Multi-Family Residential Development Schedule.**

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

Verification of Existing Design Review Workshop	_____	Date
90% Design Review Workshop	_____	Date
100% Design Review Workshop	_____	Date
Final GMP and Project Schedule Development	_____	Date

Proposer shall submit a Project Schedule and any initial phasing recommendations. The dates listed above for these key milestones should be highlighted in 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 Project.

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

- 1) What makes your company's pre-construction services unique? What tools do you use to enhance the process? Describe your preconstruction process and approach.
- 2) Define how your strategy will get to a GMP that meets the budget, program and design goals.
- 3) 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?
- 4) Have your estimator and your superintendent describe what it/their is most proud of on his/her most recent project.
- 5) What bothers your superintendent most on projects, and how do we resolve it through an integrated process?
- 6) Fill in the blank: We define success on a project as \_\_\_\_\_.
- 7) Describe how you would go about hiring local 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
- 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. Legal Proceedings/Lawsuits:** State any and all legal proceedings, and or lawsuits your company has been involved within the last 3 years, is currently involved with, and/or has pending. Describe the reason for each instance, and the outcome.

**H. References:** A minimum of four (4) **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.

**I. Additional Submittal of Documents to include at a minimum:**

- 1) Detailed General Conditions Estimate
- 2) Project Schedule and Phasing Recommendations

**J. 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 the 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 a Not to Exceed Price for all General Conditions. Owner intends to establish a Guaranteed Maximum Price for the construction portion of this Project. Include the following:

- 1) **Fee and Pre-Construction Services:** 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:
  - i. Salaries benefits and taxes or other compensation of CM/GC's employees at the principal office and branch offices;
  - ii. General operating expenses of CM/GC's principal and branch offices other than the field office;
  - iii. Any part of CM/GC's capital expenses, including interest on CM/GC's capital employed for the Project;
  - iv. Overhead or general expenses of any kind;
  - v. Salaries of 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;
  - vi. Cost of data processing services required in the performance of the Work;
  - vii. Cost of the premium for all insurance which CM/GC is required to procure by the Contract or is deemed necessary by CM/GC;
  - viii. 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;
  - ix. Normal business expenses – payroll, 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.
  - x. Assume a minimum of 2 In-Person Partnering Sessions attended by at least Project Manager and Superintendent. All other weekly project meetings may be attended virtually. Additionally, assume a minimum of 3 in-person project review workshops, or site visits.

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

- 1) 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 CM/GC with the exception of self-performed Work authorized by Owner and Proposal in accordance with this RFP, shall be considered staff and shall be identified within the General Conditions and not part of the “Direct Cost of the Work”.
- 2) 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;
- 3) Onsite Services – temporary toilets, project sign, bulletin boards, street/walk/parking lot cleaning/snow removal and trash removal;
- 4) Onsite Utilities – temporary enclosures/weather protection, temporary building heat, temporary electrical service, temporary gas and power charges and temporary water;
- 5) Safety – safety programs, handrails and toe boards, fire extinguishers and general fire protection, temporary stairs, construction fencing and covered walkways;
- 6) Insurance and Bonds – errors and omissions, general liability, workers’ compensation, FICA, federal and state unemployment and performance and payment bonds and builders risk;
- 7) 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.

**L. Financial Statements:** If selected as the preferred Proposer, Owner may require Proposer to provide an audited financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that Proposer possesses adequate financial ability and stability to enable Proposer to fulfill its obligations under the terms of this RFP. If requested by Proposer, such information shall be treated as confidential by Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

**M. Additional Data (optional):** Provide any additional information that will aid in evaluation of 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 Proposer's ability to provide the Services.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals **(with weighted values)**:

The following collective criteria shall be worth 90%
<ul style="list-style-type: none"><li>• <b>Responsiveness of Submittal to the RFP (5)</b> (Proposer has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the RFP and all of its requirements, including all forms and substance.)</li><li>• <b>Understanding of the Project and Objectives (20)</b> (Proposer's ability to demonstrate a thorough understanding of Owner's goals pertaining to this specific project.)</li><li>• <b>Experience (30)</b> (Proposer's proven proficiency in the successful completion of similar projects.)</li><li>• <b>Strategy and Implementation Plan (35)</b> (Proposer has provided a clear interpretation of Owner's objectives in regard to the Project, and a fully comprehensive plan to achieve successful completion.)</li></ul>

The following criteria shall be worth 10%
* <b>Fees (10)</b>

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

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:** 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. Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the Project CM/GC.

**SECTION 7.0: SOLICITATION RESPONSE FORM**

**RFP-5292-23-DH**

**“Construction Manager/General Contractor (CM/GC) Services for New GJHA Multi-Family Apartment Building – Phase 1”**

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

**CM/GC Cost/Pricing Proposal shall be based upon a \$16,000,000 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 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:** \_\_\_\_\_

-----  
*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 Proposal 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 RFP and as described in Proposer's proposal attached hereto; as accepted by 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 company to submit a Proposal for the purpose of restricting competition.
- The individual signing this Proposal certifies they are a legal agent of Proposer, authorized to represent Proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by Grand Junction Housing Authority are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 09800859. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Grand Junction Housing Authority payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

RECEIPT OF ADDENDA: The undersigned Proposer acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_

It is the responsibility of 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