



**Request for Proposal
RFP-5311-23-DD
Design Build Emerson Skate Park**

RESPONSES DUE:
November 15, 2023, Prior to 2:00pm MDT

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

www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve the issue prior to the response deadline. 800-835-4603)

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

PURCHASING AGENT:
Dolly Daniels, Senior Buyer
dollyd@gjcity.org
970-256-4048

REQUEST FOR PROPOSAL

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Appendices (Click on Links Noted in Section 4.5)

Attachment A: Emerson Park Master Plan

Attachment B: Emerson Park Utilities (1)

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Attachment F: Final GJ Skate Park Report w/ Geotechnical Report

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Offeror'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 A.D.A. Document Compliance Requirements:** All Work documents, and/or bid/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the accessibility Standards for individuals with a Disability, as established by the Office of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 1.2 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction (the "City"). All contact regarding this RFP is to be directed to the Purchasing Agent.
- Dolly Daniels, Senior Buyer
dollyd@gjcity.org
- With the exception of pre-bid or site visit meeting(s), all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.3 Purpose:** The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified and professional firms specializing in the design and construction of modern wheel/skate park facilities designed for community use. The Project will finalize the Design of the skate park already begun in 2023 and Build the skate park in Emerson Park in 2024. The Skate Park is required to be completed no later than December 31, 2024. All dimensions and Scope of Work shall be verified by Offerors prior to submission of proposals.
- 1.4 Optional Pre-Bid Site Visit Meeting:** Interested Offerors are strongly encouraged to attend a site visit meeting. The purpose of the site visit meeting will be to inspect the site and to clarify the contents of this Request for Proposal (RFP). **The site visit meeting shall take place on November 3, 2023, at 10:00 AM – 11:00 AM at Emerson Park, 301 South 10th Street, Grand Junction, Co 81501.** Nothing stated during the site visit meeting will modify the Solicitation. Only information provided in an addendum will modify the Solicitation.
- 1.5 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation as "Owner". The term "Owner" means the Owner or its authorized representative.

- 1.6 Compliance:** All participating Offerors, by its signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror shall secure instructions from the Purchasing Agent prior to the date and time of the submittal deadline shown in this RFP.
- 1.7 Procurement Process:** The most current version of the [City of Grand Junction Purchasing Manual](#) .
- 1.8 Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. For proper evaluation, proposals shall be formatted as directed in Section 5. Proposals that fail to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

**Proposal Opening for Design Build Emerson Skate Park RFP-5311-23-DD
Nov 15, 2023, 2:00 – 2:30 PM (America/Denver)**

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

<https://meet.goto.com/540763077>

You can also dial in using your phone.

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United States:

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Dial in or type:

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Or dial directly:

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- 1.9 Altering Proposals:** Any alterations made prior to opening date and time must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.
- 1.10 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award.
- 1.11 Acceptance of Proposal Content:** The selected proposal shall become a part of the Contract. Failure of the successful Offeror to accept these obligations in the Contract shall result in cancellation of the award and such Offeror shall be removed from future solicitations. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the “Firm”.
- 1.12 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. Offerors shall acknowledge receipt of all addenda in its proposals.

- 1.13 Exceptions and Substitutions:** All proposals meeting the intent of this RFP will be considered for award. An Offeror taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitution(s) or alternative(s). When offering substitution(s) and/or alternative(s), Offeror must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible to perform in strict accordance with the Contract.
- 1.14 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after Contract award. **"Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of Proprietary Information places it in the public domain. Only submittal information clearly identified with the words **"Confidential Disclosure"** and uploaded as a separate document may establish the information confidential or proprietary. Any material to be treated as confidential or proprietary in nature must include a written justification for the request. If denied, the Offeror shall have the opportunity to withdraw its proposal, or to remove the Confidential or Proprietary Information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.15 Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations in the materials marked as "Confidential" or "Proprietary". Disqualification of a proposal does not eliminate the City's rights.
- 1.16 Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements.
- Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance of projects of similar scope and size.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.
- 1.17 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, its representatives and interested persons may be present. Proposals shall be received and acknowledged only to avoid disclosure of process. All proposals shall be opened for public inspection after the Contract is awarded.

- 1.18 Sales Tax:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.19 Public Opening:** Proposals shall be received and publicly opened in a virtual meeting immediately following the proposal deadline. Offerors, its representatives and interested persons may attend. Proposals shall be received and acknowledged only so as to avoid disclosure of process. Only the name(s) and business address of the Offerors will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute the Letter of Interest or Cover Letter together with the Contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the Contract, the Firm represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other Project.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the Work. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Work. If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Firm performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Purchasing Agent, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado (City) and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Firm shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Firm's Application for Payment, the Owner will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority

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

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

quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by Owner, the Firm shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Firm requesting such repairs or replacement, the Firm should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Firm's expense. The Firm will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal, or replacement of its defective Work.

- 2.10. Responsibility for those Performing the Work:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Work under a Contract with the Firm.
- 2.11. Use of the Site:** The Firm shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.12. Cleanup:** The Firm at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work, it shall remove all its waste materials and rubbish from and about the project, as well as all its equipment and surplus materials.
- 2.13. Miscellaneous Conditions:** Material Availability: Firms must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the Offeror to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
- 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 Offeror to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the Work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.15. Performance & Payment Bonds:** After design & construction documents completion, but prior to construction commencement, Firm shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the Contract amount as security for the faithful performance and payment of all Firm'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). Firm shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as

Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Firm 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, Firm shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

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

The Firm agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$1,000.00**, is reasonable and necessary to pay for the actual damages resulting from such a delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: added damages for permit/violations from the State (CDPHE - Colorado Department of Public Health and the Environment) due to project delays, additional engineering, inspection and oversight by the City and its agents; additional Contract administration; inability to apply the efforts of those employees to the other Work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Firm must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written

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

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

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

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

- 2.19. Contingency/Force Account:** Contingency/Force Account Work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this Contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds not required for project completion, shall remain the property of the Owner. Firm is not entitled to any Contingency/Force Account funds that are not authorized by Owner or Owner's Project Manager.
- 2.20. Claims for Additional Cost or Time:** If the Firm wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Firm before proceeding to execute the Work, except in an emergency endangering life or property in which case the Firm 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 Change Order.
- 2.21. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the

Work in accordance with the agreement, without change in the Contract sum or time. The Firm shall carry out such Field Orders promptly.

- 2.22. Progress & Completion:** The Firm shall begin Work on the date of commencement as defined in the Contract and shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract time.
- 2.23. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when the Work is found acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of Work performed and materials placed in accordance with the Contract Documents. The Work performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional Firms in the same or similar type of Work in the applicable community. The Work and Services to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.24. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the Work, or in consequence of the non-execution thereof by the Firm, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.25. Changes in the Work:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes to the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract documents. A Change Order is a written order to the Firm signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 2.26. Claims for Additional Cost or Time:** If the Firm wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Firm before proceeding to execute the Work, except in an emergency endangering life or property in which case the Firm 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 Change Order.

- 2.27. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.
- 2.28. Uncovering & Correction of Work:** The Firm shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Firm shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional services thereby made necessary. If within two (2) years after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work found to be defective or not in accordance with the Contract Documents, the Firm shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Firm a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Firm shall bear the cost of making good all Work of separate Firms destroyed or damaged by such removal or correction. If the 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 the Firm.
- 2.29. Acceptance Not Waiver:** The Owner's acceptance or approval of any Work furnished hereunder shall not in any way relieve the Firm of its present responsibility to maintain the high quality, integrity, and timeliness of its Work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.30. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.
- 2.31. Assignment:** The Offeror shall not sell, assign, transfer or convey any Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.32. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.33. Debarment/Suspension:** The Firm hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.

- 2.34. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Work to be done or information that comes to the attention of the Offeror during the course of performing such Work is to be kept strictly confidential.
- 2.35. Conflict of Interest:** No public official and/or Owner employee shall have interest in any Contract resulting from this RFP.
- 2.36. Contract:** This Request for Proposal submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a Contract equally binding between the Owner and Offeror. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The Contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.37. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Work proposed or performed by the Firm. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.38. Contract Termination:** This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.39. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.39.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.39.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 2.39.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.40. Affirmative Action:** In executing a Contract with the City, the Firm agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.41. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the Contract employ personnel without authorization or otherwise violate the provisions of the Federal

Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

- 2.42. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.43. Failure to Deliver:** In the event of failure of the Offeror to deliver the Work in accordance with the Contract terms and conditions, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.44. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.45. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm, unless otherwise specified in the Contract.
- 2.46. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, Sub-Contractor or supplier in the execution of, or performance under, any Contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.47. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall at no time be legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract payments to the Firm, any federal or state unemployment taxes, federal or state income taxes, Social Security Tax, or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.48. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.49. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner. All drawings, specifications, copies, and information furnished by the Owner are, and shall remain, Owner property.

- 2.50. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.51. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.52. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.53. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.54. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.55. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.56. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any Contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.57. Collusion Clause:** Each Offeror, by submitting a proposal, certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the Offerors. The Owner may or may not, at the discretion of the Owner Purchasing Agent, accept future proposals for the same service or commodities for participants in such collusion.
- 2.58. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate this Contract without liability to the Owner.
- 2.59. Safety Warranty:** Offeror warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.

- 2.60. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of the resulting Contract award.
- 2.61. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.62. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise performs in accordance with the accepted proposal. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.63. Multiple Offers:** If said Offeror chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make an award in the best interest of the Owner.
- 2.64. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful Offeror and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on its solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.65. Definitions:**
- 2.65.1.** "Firm" refers to the person, partnership, firm, or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.65.2.** "Offeror" refers to the person or persons legally authorized by the Firm to make an offer and/or submit a bid (fee) proposal in response to the Owner's RFP.
- 2.65.3.** The term "Work" and/or "Service" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.65.4.** "Owner" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Firm shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Firm's Application for Payment, the Owner will determine

the amounts owing to the Firm and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Firm to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Firm, and Sub- Firm, or any of its agents or employees, or any other persons performing any of the Work.

2.65.5. "Sub-Contractor" is a person or organization who has a direct Contract with the Firm to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract documents and means a Sub-Contractor or its authorized representative.

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

2.67. Keep Jobs in Colorado Act: Firm 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. Firm shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Firm claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Firm shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Firm 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. Firm shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17- 101(2)(a).

"Public Project" is defined as:

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

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, insurance policies sufficient to insure against all liability, claims, demands, and other

obligations assumed by the Firm pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

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

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

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

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

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

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

With respect to each of Firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interest provision.

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

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the City against liability incurred as a result of the professional services performed as a result of responding to this Solicitation and Contract.

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

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

3.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the City of Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1 General/Background: The purpose of this RFP is to obtain proposals from qualified and professional Firms specializing in the design and installation of a modern skate/wheel park facilities designed for community use. The project will finalize the Design of the skate park already begun in 2023 and Build the skate park in Emerson Park in 2024. The Skate Park is required to be completed no later than December 31, 2024.

The City of Grand Junction has two skate parks within the current park system. One located at West Lake Park (125 W. Orchard Avenue) and the other at Eagle Rim Park (2736 Cheyenne Drive) Please see Attachment E for comments from the skate community related the thoughts on the description of the type of skating amenities that are currently offered at these two facilities.

This park is a historic park within the City of Grand Junction that currently has a small restroom, playground, and mature tree canopy. The proposed design shall continue from the plans already developed to 30-percent design. The design will include a landscape site plan (including angled parking along S. 10th Street) and a skate/wheel park design, plans, specifications, and cost estimate preparation for the 3.1-acre urban park space located at 301 South 10th Street.

The Construction Firm will participate in pre-construction design services (including cost estimates) and continue into the Construction Phase to build the skate park developed by the designer as shown in the Construction Documents.

The City of Grand Junction (City) completed the Parks and Recreation Open Space (PROS) Master Plan which outlined projects to be completed. The renovation of Emerson Park was identified to include a destination skate park (See Attachment D). Emerson Park is located in an area that has limited parking and pedestrian access across Pitkin and Ute Avenues. The existing playground and supporting facilities are underused and dated. This park has the potential to add significant value to the local neighborhoods as a destination bike and skate park serving skilled users (including all wheel sports: skateboard, scooter, freestyle bike, skate).

The addition of angle parking along 10th Street would improve access. There are many mature, legacy trees in this park that contribute highly to the urban canopy. These trees must be preserved. These trees and the large available area present an opportunity to design a unique skate park experience, with 'flow' and street-style elements winding through the existing trees and free-style terrain in the larger open space in the center of the park. Design must be around mature trees and include some onsite parking (5-10 spaces) in addition to the angled parking on 10th Street and provide a solution for restroom

such as a Port-o-Potty enclosure. It is envisioned that the existing restroom facility as well as the existing playground will be removed.

In April 2023 the City hired Team Pain and Clauson Rawley Associates as the Design Team to perform the community engagement to inform the Preliminary Design of the Landscape Site Plan and Skate Park at Emerson Park. The Design Team has created a 30-percent design with drawings and specifications (see Attachment F). This design will be the basis for the final design and construction of the new skate park.

4.2. Project Objectives: The purpose of this RFP is to obtain proposals from qualified and professional firms specializing in the design and construction of modern wheel/skate park facilities designed for community use. The project will finalize the design of the skate park already begun in 2023 and build the skate park in Emerson Park in 2024.

4.2.1 Plans and Specifications: The design must fully address the entire site and map out all improvements to come. The design plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Contractor. Design Development up to Construction Documents will occur as part of this Design – Build contract. All plans, drawings and specifications shall become the property of the City of Grand Junction and shall be provided to the City in both hard copy and electronic (native and .pdf) formats.

4.2.2 Final Design Plan to Include Cost Estimates: A Final Design Plan will be refined from the above processes during the Design-Build phase (and separate from this RFP scope). The plan will be drawn to scale and will include at a minimum:

- Accurate dimensional skate park design documents
- Generalized grading to a one-foot contour level
- Line diagrams for site utilities
- Traffic study (if deemed necessary)
- Landscape and irrigation plan
- Lighting plan
- Signage plan
- Other necessary drawing details, design notes, and specifications required for construction.

4.3. Special Conditions & Provisions:

4.3.1 Optional Pre-Bid Site Visit Meeting: Interested Offerors are strongly encouraged to attend a site visit meeting. The purpose of the site visit meeting will be to inspect the site and to clarify the contents of this Request for Proposal (RFP). **The site visit meeting shall take place on November 3, 2023, at 10:00 AM to 11:00 AM at Emerson Park, 301 South. 10th Street, Grand Junction, Co 81501.** Nothing stated during the site visit meeting will modify the Solicitation. Only information provided in an addendum will modify the Solicitation.

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

4.3.3 Pricing/Fees: Pricing shall be established as “cost plus a fixed fee with a Guaranteed Maximum Price” (fixed fee shall be include in GMP), and shall be all inclusive to include but not be limited to: all design, labor, permits, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to the site), travel, meetings, conference calls, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the Project.

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

For pricing purposes for this solicitation process, Firms shall presume a total project cost of \$2,250,000.00. No additional funds will be available for this Project.

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

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

4.3.5 Project Schedule: Offeror shall include a project schedule, delineating the calendar of events proposed to meet the anticipated construction completion date of the end of 2024.

4.3.6 Time of Completion: Completion of the Project shall be no later than December 31, 2024.

4.3.7 Contract: A binding Contract shall consist of: (1) the RFP and any Addendum(s) thereto, (2) the Offeror’s response (Proposal) to the RFP, (3) clarification of the Proposal, if any, and (4) the City’s Purchasing Department’s acceptance of the proposal by “Notice of Award”. All Exhibits and Attachments included in the RFP shall be incorporated into the Contract by reference.

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

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

4.3.8 City Owner’s Representative: The Owner’s Representative for the Project is Emily Krause, Recreation Superintendent. During Design and Construction, Emily shall act as the Owner’s advocate and represent the Owner’s best interests.

Emily Krause
emilyk@gjcity.org
970-254-3875

4.3.9 City Project Engineer: The Project Engineer for the Project is Kirsten Armbruster. During Design and Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

Kirsten Armbruster
244 N. 7th Ave.
Grand Junction, CO 81501
kirstena@gjcity.org
970-244-1421

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

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

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

Summary of Requirements

- Design a Destination Skate Park in Emerson Park with concrete bowls and street-style features, new angled parking along S 10th Street, new lighting, and associated landscaping to reactivate this historic park. Design shall consist of architectural and engineering, program management, construction management, design, surveying, mapping, or other related Architectural & Engineering Services; (Design/engineering plans/services shall ultimately be all-inclusive.)
- Secure all local, state, and federal permits required to design/construct the Project.
- Constructing the Project on a site provided by the Owner (Emerson Park).
- Completion of all work on the skate park project (including testing and commissioning) by December 31, 2024. **NOTE: Contractor shall take any and all necessary precautions to minimize damage to existing trees, landscaping, pathways, structures, etc. throughout the Project. Contractor shall be responsible to make repairs for any damages by the Contractor, Contractor's employees, Sub-Contractors, suppliers, etc.**
- Develop Plans, Specifications, and Cost Estimates at 60% and 90% Design for Owner Review prior to completing the Construction Documents.
- Project Management and Coordination.
- Data Collection, review, and organization.
- Validate additional (if any) requirements.
- Basis of Design report.
- Construction Administration.
- Provide As-Built Drawings at the completion of Project.

Minimum Requirements for Construction of Skate Park:

- At least five years in the industry, with experience directly related to similar skate/wheel park designs.
- Successfully completed three (3) similar projects of scope and size within the last five (5) years. Please include budgetary information on each of these project references.
- Each Firm must show:
 - a) Complete disclosure of any incidents of default on projects where the Firm or related entity acted as project sponsor and the current status of such incidents.
 - b) Complete disclosure of any liabilities, contingent liabilities, obligations, charges and liens, covenants, off-balance sheet financing arrangements, defaults, legal action pending, or other matters that might prevent the Firm from implementing the Project; and
 - c) the Firm's or related entity's latest audited financial statements available as at the date of the RFP Submission.
- Qualified and permitted by law to perform the Services provided for this project. All personnel engaged in this Service for this project shall likewise be qualified and permitted to perform necessary duties.
- Ensure compliance with all applicable environmental regulations related to the project.
- The ability to develop value engineered options that fit within the budget.
- Project management and supervision.
- Preparation of all plans, schematics, drawings, scope, specifications, and all other related documents and requirements associated with the successful completion of this Project.
- The selected Firm may use local, qualified partners in the design.
- The new installed lighting per design shall be Musco Lighting Brand only.
- Skate Park surfacing will all be smooth concrete surface for professional skate park designs.

4.5 Attached Documents: (Click Links for Access)

[Attachment A Emerson Park Master Plan](#)

[Attachment B Emerson Park Utilities 1](#)

[Attachment C Emerson Park Utilities 2](#)

[Attachment D Emerson Park Irrigation](#)

[Attachment E Community Feedback](#)

[Attachment F Final GJ Emerson Skate Park Report with Geotechnical Report](#)

4.6 RFP Tentative Time Schedule:

- | | |
|--|-------------------|
| • Request for Proposal available | October 24, 2023 |
| • Optional Pre-Bid Site Visit | November 3, 2023 |
| • Inquiry deadline, no questions after this date | November 6, 2023 |
| • Addendum Posted | November 7, 2023 |
| • Submittal deadline for proposals | November 15, 2023 |

- Owner evaluation of proposals
- Interviews (if required)
- Final selection
- City Council Approval
- Contract execution
- Bonding and Insurance
- Work begins no later than
- Final Completion

November 16 – 21, 2023
 November 28 – 30, 2023
 December 4, 2023
 December 20, 2023
 December 21, 2023
 December 29, 2023
 January 2, 2024
 December 31, 2024

4.7 Questions Regarding Scope of Services:

Dolly Daniels., Purchasing Agent
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). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Offeror side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate its interest in this Project, show its specific experience and address its capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to J, in response to the following:**

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

Information provided shall include but is not limited to:

- Organizational chart of company and/or project team
- Identification of key personnel
- Professional qualifications, resumes and functions of personnel who will be assigned to the Project
- Specific related project experience of personnel

- Personnel availability and time commitment proposed to meet the project schedule

Key personnel will be committed to this Project and can only be changed by approval of the City.

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

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:

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 the Firm's interpretation of the Owner's objectives with regard to this RFP. Describe the proposed Design/Build management strategy and/or plan for achieving the objectives of this RFP. Provide examples of control systems proposed to use in the execution of this project:
- Cost control
 - Schedule control
 - Maintenance of Operations Plan

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

- D. Current and Anticipated Workload:** Describe the Firm's current workload and expectations in coordinating the Firm's current projects, anticipated projects, and this project.

- E. Capability/Performance:** Provide brief project descriptions histories that delineate the Firm's 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
- Total dollar amount of change orders (exclusive of change of scope change orders)
- Completed project cost inclusive of all change orders, final Firm fees, and general conditions.
- 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 Design/Build fees along with current and anticipated project workloads.
- G. References:** A minimum of five (5) **references** that can attest to the Firm's experience in projects of similar scope and size. **Please also summarize the projects completed with these references including:** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, Original Project Budget, Final Project Cost, Pictures, and Explanation of variation from original budget to final project cost.
- H. Additional Submittal of Documents to include at a minimum:**
- I. Fee Proposal:** Firm shall submit pricing using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown as follows: Not to Exceed Price for completion of design Services for this Project; and Not to Exceed Price for construction. The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this project. Include the following:
- J. Additional Data (optional):** Provide any additional information that will aid in evaluation of the Offeror's qualifications with respect to this project.
- K. Financial Statements:** If selected as the Preferred Offeror, Offeror may be required 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 the Offeror possesses adequate financial ability and stability to enable the Offeror to fulfill its obligations under the terms of this RFP. If requested by the Offeror, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will provide services. If the Offeror is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team 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 Offerors who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Offeror's ability to provide the Services.

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

The following collective criteria shall be worth 80%
<ul style="list-style-type: none">• Responsiveness of Submittal to the RFP (5) (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)• Understanding of the Project and Objectives (20) (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)• Experience (30) (Firm's proven proficiency in the successful completion of similar projects.)• Strategy & Implementation Plan (25) (Firm has provided a clear interpretation of the City's objectives in regard to the project (to include Item H of Section 5), and a fully comprehensive plan to achieve successful completion. See section 5.0 C. Strategy and Implementation Plan for details.)

The following criteria shall be worth 20%
* Fees (20)

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

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

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

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5311-23-DD

“Design Build Emerson Skate Park”

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

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

Fixed Fee \$ _____

WRITTEN: _____ **dollars.**

Guaranteed Maximum Price (fixed fee shall be included in GMP) \$ _____

WRITTEN: _____ **dollars.**

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

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

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

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

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

It is the responsibility of the Offeror 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 Offeror

E-mail Address of Agent

City, State, and Zip Code

Date