



**Request for Proposal  
RFP-5365-24-DD**

**Construction Manager/General Contractor  
(CM/GC) for City of Grand Junction Fire  
Station #7**

**RESPONSES DUE:**

**February 12, 2024, Prior to 2:00pm MDT**

**Accepting Electronic Responses Only**

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

**[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)**

**(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve 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](mailto:dollyd@gjcity.org)**

**970-256-4048**

# **REQUEST FOR PROPOSAL**

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## 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](mailto:dollyd@gjcity.org)
- With the exception of pre-bid or site visit meeting(s), all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.3 Purpose:** The purpose of the RFP is to obtain proposals from qualified professional Contractors interested in providing Construction Manager/General Contractor (CM/GC) services for the proposed Fire Station #7 which shall be new construction. The Project is located at 2351 H Road, Grand Junction, CO 81505. The City has selected The Blythe Group as the design Firm working with a collection of sub-consultants. This proposal includes pre-construction services for Work with the City and the Architect during design.
- 1.4 Optional Pre-Proposal Meeting:** Interested Offerors are strongly encouraged to attend a pre-proposal meeting. The purpose of the pre-proposal meeting will be to clarify the contents of this Request for Proposal (RFP). **Interested parties will meet on Monday January 29, 2024, at 10:00 AM at Fire Station 3 located at 580 25 ½ Rd Grand Junction. From there the meeting will move to the building site at 2351 H Road.** 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:** Please refer to 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:

**Solicitation Opening CM/GC For Fire Station 7**

**Feb 12, 2024, 2:00 – 2:30 PM (America/Denver)**

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

<https://meet.goto.com/112473629>

You can also dial in using your phone.

Access Code: 112-473-629

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

Join from a video-conferencing room or system.

Meeting ID: 112-473-629

Dial in or type: 67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly: 112473629@67.217.95.2 or 67.217.95.2##112473629

Get the app now and be ready when your first meeting starts:

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

**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](http://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.
- Have adequate financial resources or the ability to obtain such resources as required.
  - 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 to avoid disclosure of process. Only the name(s) and business address of the proposing 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 Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other Project.
- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the Work. The 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 Contractor 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 Contractor 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 Contractor 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 Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Contractor to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and Sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.

- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or its authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Contractor shall not commence Work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A Sub-Contractor is a person or organization who has a direct Contract with the Contractor to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract Documents and means a Sub-Contractor or 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 Contractor shall furnish to the Owner, in writing for acceptance, a list of the names of the Sub-Contractors or other persons or organizations proposed for such portions of the Work as may be designated in the proposal requirements, or, if none is so designated, the names of the Sub-Contractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw 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, the Owner may, at its discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Supervision and Construction Procedures:** The Contractor shall supervise and direct the Work, using 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 Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making

good all Work of others destroyed or damaged by the correction, removal, or replacement of its defective Work.

- 2.10. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Work under a Contract with the Contractor.
- 2.11. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.12. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by 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:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the 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 and construction documents completion, but prior to construction commencement, Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the Contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, 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 Contractor, as liquidated damages only apply to the construction portion(s) of the Project. if the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

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

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

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other Contracts which were delayed or extended because of the 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 Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

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

- 2.19. Contingency/Force Account:** Contingency/Force Account Work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the Project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this Contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds that are not authorized by Owner or Owner's Project Manager.
- 2.20. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, 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 Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the 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 Change Order.
- 2.21. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the Work in accordance with the agreement, without change in the Contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.22. Progress & Completion:** The Contractor shall begin Work on the date of commencement as defined in the Contract and shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract time.

- 2.23. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when 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 Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents. The Work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional Contractors 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 Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.25. 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 Contractor signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 2.26. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, 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 Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the 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 Change Order.
- 2.27. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.

- 2.28. Uncovering & Correction of Work:** The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional services thereby made necessary. If within two (2) years after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work found to be defective or not in accordance with the Contract Documents, the Firm shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, 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 Contractor.
- 2.29. Acceptance Not Waiver:** The Owner's acceptance or approval of any Work furnished hereunder shall not in any way relieve the Contractor 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. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.33. Debarment/Suspension:** The Contractor hereby certifies that 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 Contractor. 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 Work per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.39.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.39.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
  - 2.39.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.40. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.41. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the Contract employ personnel without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.*
- 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 Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the Contract.
- 2.46. 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 Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Owner may, at its discretion, terminate 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 Contractor 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.** "Contractor" refers to the person, partnership, firm, or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.65.2.** "Offeror" refers to the person or persons legally authorized by the Contractor 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 Contractor 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 Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to



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

**2.65.5.** "Sub-Contractor" is a person or organization who has a direct Contract with the Contractor to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract documents and means a Sub-Contractor or 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:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

"Public Project" is defined as:

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

### **SECTION 3.0: INSURANCE REQUIREMENTS**

**3.1 Insurance Requirements:** The selected Contractor 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 Contractor pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations

assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Contractor shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the 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: Contractor 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 Contractor'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 Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

## SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1 **General/Background:** The general Scope of Work to be obtained as a result of this RFP includes preconstruction services, value engineering, Construction Management (CM), and General Contractor (GC) services relative to the construction of the new Fire Station #7. **(NOTE: this new station shall be based off of existing Fire Station #8 plans that shall be modified for the new Fire Station #7).** The selected CM/GC will work collaboratively with Owner's architect and City Project Staff. The selection of the CM/GC is expected to be concluded and approved by the City Council on March 6, 2024.

The timeline for this Project is ambitious. All planning, design, and construction efforts will be expedited to the extent possible.

The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this Project.

The City seeks to hire a CM/GC to fully collaborate with the City and selected Architectural/Engineering Firm to provide all services necessary to perform design, engineering, construction, management, etc. for the successful completion of the Project.

Therefore, the City of Grand Junction Purchasing Department is requesting proposals from CM/GCs to assist in providing collaborative design services, scope, specifications, prepare construction drawings, assist in development of bid documents with the Architectural Engineering Firm led by The Blythe Group.

- 4.2 **Budget:** The total budget for this Project (including all related design, construction, and soft costs) is estimated at approximately \$7,500,000.
- 4.3 **Designer:** The Owner has selected The Blythe Group as the Design Firm for this Project. The Owner shall require maximum collaboration by the Architect, the Construction Manager/General Contract and the Owner's Project staff to insure value engineering through constructability assessments during the preconstruction phase as well as the construction phase of the Project.

### 4.4 Special Conditions/Provisions:

**4.4.1 Optional Pre-Proposal Site Meeting:** Interested Offerors are strongly encouraged to attend a pre-proposal meeting. The purpose of the pre-proposal meeting will be to clarify the contents of this Request for Proposal (RFP). **Interested parties will meet on Monday January 29, 2024, at 10:00 AM at Fire Station 3 located at 580 25 ½ Rd Grand Junction. From there the meeting will move to the building site at 2351 H Road.**

Nothing stated during the site visit meeting will modify the Solicitation. Only information provided in an addendum will modify the Solicitation.

**4.4.2 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.

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

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

Contractor shall submit pricing for this Project as follows: Not-to-Exceed Price for all Pre-Construction Services; % of OH&P for Construction Services, and Not-to-Exceed Price for all General Conditions. The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this Project.

For pricing purposes for this solicitation process, CM/GCs shall presume a total construction budget of \$6,500,000. Provide the above-mentioned pricing using the attached COST/PRICE PROPOSAL FORM.

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

**4.4.4 Codes:** The A/E shall ensure that Project design, scope and specifications meet all Federal, State, County, and City Codes.

**4.5 Scope of Services/Work:** The general scope of Services/Work to be obtained as a result of this RFP includes Pre-construction and Construction Services. These services shall consist of the following: (also see attached complete “as-built” drawings for Fire Station #8, which Fire Station #7 shall be based on).

#### **4.5.1 Pre-Construction Services**

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

feasibility, availability of materials and labor, coordination with the City's on-going activities on the Project sites, and other factors related to time, cost and safety.

- b. Cost Estimating, Scope Management and Value Engineering - The CM/GC shall prepare a cost estimate based on the Schematic Design package and provide a complete review. The CM-GC can use whatever means and methods deemed necessary to develop the estimate, including use of subcontractor pricing, historical unit costs, etc. The estimate shall be sufficiently detailed to enable review, by the City and the Architect, of all site and building components and systems. The CM/GC shall be expected to identify and present scope adjustment, value engineering or cost reduction ideas generated as a result of the estimating process. The CM/GC will work with the City and the Architect to develop a Scope of Work that fits within City's available budget for site and building construction.

The CM/GC shall prepare similar cost estimate at completion of Design Development.

- c. Scheduling - Develop a Project Time Schedule that coordinates and integrates the Architect's design efforts with construction schedules. Update the Project Time Schedule incorporating details for the construction operations of the project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings, and samples and delivery of products requiring long lead-time procurement. The schedule shall include the City's other construction activities (i.e. Abatement, FF&E, Data/Telecommunications, etc.) necessary for coordination and occupancy requirements showing portions of the Project having occupancy priority.
- d. Site Investigation - After receiving Construction Documents, Construction Manager shall conduct a walkthrough of the Project to familiarize itself with the proposed Scope of Work and document the existing conditions of the facilities and/or site. The Construction Manager shall provide a written report to the City of any discrepancies or issues and the effects to the project identified during the site investigation walk through.
- e. Construction Estimate - Prepare a construction estimate for the work based on a quantity survey of drawings and available specifications. Update and refine the construction estimate for the City's approval and acceptance as the development of the drawings and specifications proceeds. Provide detailed construction costs estimates at the completion of 100% Schematic Design (SD) and 100% Design Development (DD) documents produced by the Architect. Estimate shall include the bid amounts and construction contingencies.
- f. Design Development - It is anticipated that an early release package is needed to ensure Project schedule adherence, therefore Contractor shall provide cost/pricing at the completion of the Design Development phase. Guaranteed Maximum Price shall be submitted for approval upon completion of the Construction Documents, at which point a change order shall be established (upon City Council approval).
- g. Value Engineering (VE) - At the end of both Schematic Design (SD) and Design Development (DD), Construction Manager shall complete a technical review and analysis of systems and materials being considered in the design to produce the greatest value for the least cost, including life cycle analysis.

Design Review/Coordination of Contract Documents – Conduct a formal review of 100% Design Development documents produced by the Architect. 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. A written report of findings, including recommended revisions and/or value engineering proposals, shall be submitted to the City and the Architect within one week of receipt of said documents. Verify that all identified deficiencies and/or revisions authorized by the City are acknowledged by the Architect and incorporated in all subsequent documents presented and in the final Construction Documents.

- h. Sub-Contractor Pre-Qualification – Develop and implement a subcontract pre-qualification process, with the cooperation and approval of the City and the Architect. Recommend early pre-qualification of critical subcontractors as deemed advisable, especially for roof joists and emergency generators.
- i. Labor – Analyze the types, quantity, and availability of appropriate categories of labor required for various phases of the Project.
- j. Bidding – The Construction Manager shall establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques, and any special systems, materials, or methods. Solicit and receive competitive and responsible bids on the Work from qualified subcontractors and materials suppliers, pursuant to bidding procedures acceptable to the City.
- k. Conferences – In concert with the City and the Architect, conduct pre-construction conferences with successful subcontractors.
- l. Work Task Coordination – The CM/GC shall work collaboratively with the A/E (in conjunction with the Owner) throughout the process. The Owner expects that the CM/GC and A/E will work as a team to produce design documents that consider constructability and place an importance on value engineering where possible.

The A/E shall provide construction administration services in conjunction with the CM/GC, including participation in periodic on-site meetings, submittal reviews, construction inspection services, and any other necessary item to ensure proper construction of the project. Construction administration may include daily observation during critical construction periods and periodic observations during less important periods of construction. CM/GC shall have overall responsibility for budgeting and construction estimating. A/E shall work with CM/GC on feasibility of systems, document completeness and acceptability, and alternatives for bidding.

#### **4.5.2 Construction Services**

- a. Pre-Construction Conference – Prior to the commencement of Work, the Construction Manager shall submit to the Architect and the City in reasonable detail and format acceptable to the Architect and the City, copies of the following documents:
  - Submittal log and schedule
  - Request for Information (RFI) form and log format
  - Request for Change Order form and log format
  - List of inspections required by the Contract Documents

- Quality Control (QC) Plan
- Safety Plan
- Copies of required permits

Upon review of the above documents by the Architect and the City, the Construction Manager shall facilitate a Pre-Construction Conference and establish Project Procedures and Construction Schedules.

- b. Project Control – Supervise the Work of the subcontractors and coordinate the Work with the activities and responsibilities of the City and Architect in order to complete the Project in accordance with the City’s objectives of cost, time, and quality.
- c. Staffing – Maintain at the Project site, competent staff as approved by the City, to coordinate, provide overall direction of the Work, and monitor progress of the subcontractors on the Project. Assign to the Project, for the duration of the Work through correction of punch-list, a full-time competent Superintendent, and any necessary assistants, as satisfactory to the City, in accordance with execute Amendments and/or Construction Managers General Conditions. The Superintendent shall see that the Work is carried out in accordance with the Contract Documents and shall be full time and/or shall be present on the Project site during the execution of all work associated with this Agreement unless authorized by the City.
- d. Organization – Establish, document, and communicate an on-site organization and lines of authority in order to carry out the overall plans of the Project team.
- e. Coordination – Establish and implement procedures for coordination among the City, Architect, subcontractors, and Construction Manager with respect to all aspects of the Project. Schedule and conduct weekly progress meetings with the Architect and the City. Construction Manager shall be responsible for recording and distribution of meeting minutes.
- f. Schedule Monitoring and Updating – Provide regular monitoring and monthly updating of the schedule as construction progresses. Identify potential variances between scheduled and projected completion dates. Review schedule for work not started or incomplete, and recommend to the City and Architect, subcontractors’ adjustments in the schedule to meet the scheduled completion date.
- g. Progress Meetings - The City, CM/GC, and A/E shall meet, either in person or by conference calls (Zoom or similar video) at regularly scheduled Project Working Group Meetings held at approximate two-week intervals throughout the Project. Meetings shall include A/E PM, City PM, CM/GC, and other stakeholders as identified and required during the design and construction progress. The Project Working Group meetings shall be used to coordinate the work effort and resolve any outstanding issues or problems. The Meetings shall focus on the following topics:
  - Activities completed since last meeting
  - Problems encountered or anticipated
  - Late activities or activities slipping behind schedule
  - Solutions for unresolved or newly identified problems
  - Schedule of upcoming activities
  - Information on items required, or comments from stake holders

- h. Change Orders – Develop and implement a system for the expeditious review and processing of Change Orders. Propose necessary of desirable changes in the Scope of Work to the City and the Architect, review requests for changes, submit recommendations to the City and the Architect and negotiate Change Orders with subcontractors.
- i. Permits – Secure all necessary permits, licenses, and inspections for the proposed completion and execution of the Work. Coordinate and schedule all inspections. Create and maintain a log of all inspections including copies of all “signoffs”.
- j. City’s Consultants/Contractors – If required, assist the City in the Coordination of a surveyor, testing laboratories, other special consultants, telecom/data, temperature controls and other Contractors contracted directly to the City involved with work associated with the Contract Documents.
- k. Safety Measures – establish procedures and measures for the safety of persons and property at and around the site of the Work. Assure compliance with all federal, state, and local statutes, rules, regulations, and orders applicable to the conduct of the Work.
- l. Quality Control Program – The Construction Manager shall establish and maintain a Quality Control (QC) Program specific to the Project. The QC program shall consist of the Construction Manager’s QC organization, the Project specific QC plan, QC meetings, the phases of control, submittal reviews and approvals, testing and inspections, and documentation necessary to provide materials, equipment, workmanship, fabrication, construction, and operations compliance with the requirements of the Contract Documents.

Quality Control is the responsibility of the Construction Manager. This Quality Control is not to be mistaken for the Quality Assurance Program provided by the City (Construction Materials Testing & Special Inspection Services, Architect/Engineer Observations, etc.) These City provided inspection and/or observation services are for the purpose of verifying the Construction Manager’s Quality Control.

- m. Contract Interpretations – Refer all questions, in writing, relative to interpretations of design intent to the Architect. Construction Manager shall implement an effective system for recording and tracking questions (RFI) and responses through final resolution and distribution to all parties concerned. At the weekly progress meeting, Construction Manager is to identify any critical questions (RFI) that may impact schedule, cost, or quality of the Project.
- n. Material Submittals – Shop Drawings and Samples – In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of materials submittals, shop drawings and samples. The Contractor shall plan on ten (10) working days for submittal review by the A/E Firm.
- o. Reports and Project Site Documents – Record the daily progress of the Project in a daily log available to the City and the Architect. Submit, on a weekly basis, written progress reports and summaries of meetings to the City and the Architect, including information of the subcontractors’ work, labor resource levels by trade, safety violations,



inspections, and tests and the percentage of completion of items relative to the Project Schedule.

- p. Record Documents – Maintain at the Project site, on a current basis, records of all Contracts, shop drawings, samples, purchases, materials, equipment, maintenance, and operating manuals and instructions and any other documents and revisions thereto which arise out of the Project or the Work.
- q. Start Up and Training – With the City’s maintenance personnel, schedule and direct the checkout of utilities, operating systems, and equipment for readiness and assist in the initial start-up and testing by the appropriate subcontractor, representative or authority.
- r. Attic Stock – Turn over to the City all keys and maintenance/attic stocks required by the Contract Documents.
- s. Warranty – During the one-year warranty period, which starts at the date of Substantial Completion, perform two (2) warranty inspections, 1 each at 6 months and 11 months, and ensure that Work which proves defective or deficient during such time is corrected wither by the subcontractors or such other means as shall be required. Administer the one-year warranty period by the City’s Warranty Work Request process.

**4.6 Attached Documents: (Click Links for Access) You may need to click refresh a couple of times if prompted.**

A: Project Location Map Close Up [Project Location Map Close Up](#)

B: Project Location Map Far Out [Project Location Map Far Out](#)

C: Geotechnical Report [Geotechnical Report](#)

D: Fire Station 8 Bid Drawings [Fire Station 8 Bid Drawings](#)

**4.7 RFP Tentative Time Schedule:**

- Request for Proposal available January 12, 2024
- Optional Pre-Bid Conference Meeting January 29, 2024
- Inquiry deadline, no questions after this date February 1, 2024
- Addendum Posted February 5, 2024
- Submittal deadline for proposals February 12, 2024
- Owner evaluation of proposals February 13-16, 2024
- Interviews (if required) February 20, 2024
- Final selection February 21, 2024
- City Council Approval March 6, 2024
- Contract execution March 7, 2024
- Project Completion July 2025

**4.8 Questions Regarding Scope of Services:**

Dolly Daniels., Senior Purchasing Agent  
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## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the 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 (to include specifics to Fire Stations) for consideration as a Contract provider to the City of Grand Junction 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.

- C. Strategy and Implementation Plan:** Describe the Contractor's interpretation of the Owner's objectives with regard to this RFP. Describe the proposed CM/GC 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
  - Quality Control
  - Value Engineering, Methodology

The Offeror may utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the Scope of Work. 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 Contractor's current workload and expectations in coordinating the Contractor's current projects, anticipated projects, and this project.

- E. Capability/Performance:** Provide brief project descriptions and histories that delineate the Contractor'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
  - Project budget at SD and DD
  - 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
  - Owner's representative name and contact information

- F. Bonding Capacity:** Provide proof of bonding capacity for this Project including CM/GC fees along with current and anticipated project workloads.

- G. References:** A minimum of five (5) **references** that can attest to the Contractor'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. 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 as follows: Not to Exceed Price for all Pre-Construction Services for this project; and % of OH&P for Construction Services for this project; and Not to Exceed Price for all General Conditions. The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this project. Include the following:

### 1. Fee and Pre-Construction Services

The Construction Manager fee shall be all inclusive and include all job indirect costs, home office overhead, and profit including but not limited to the following:

- a. Salaries, benefits, and taxes or other compensation of the Construction Manager's employees at the principal office and branch offices.
- b. General operating expenses of the Construction Manager's principal and branch offices other than the field office.
- c. Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Project.
- d. Overhead or general expenses of any kind.
- e. Salaries of the Construction Manager's principal(s) or branch office employees when at the field office in whatever capacity employed and such employees when engaged on the road in expediting the production or transportation of materials and equipment.
- f. Cost of data processing services required in the performance of the Work.
- g. Cost of the premium for all insurance which the Construction Manager is required to procure by this Agreement or is deemed necessary by the Construction Manager.
- h. Minor expenses such as facsimile messages, telegrams, long distance telephone calls, express mailing, and similar petty cash items in connection with Pre-Construction and/or the Construction Services.
- i. Normal business expenses – payroll, consultants, materials, phone, postage, etc. Cost of insurance. In-house computer time and service. Word processing, accounting, and personnel 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.

### 2. General Conditions

The Construction Manager General Conditions shall include all job direct onsite management costs including but not limited to the following:

- a. Onsite Staff – Project Manager, Project Superintendent, Assistant Superintendent(s), Office/Field Engineers, Field Inspectors, Secretary, and all staff necessary to complete all tasks required. All onsite employees of the Construction Manager with the exception of self-performed work authorized by the City and bid in accordance with this agreement, shall be considered staff and shall be identified within the General Conditions and not part of the "Direct Cost of the Work".
- b. Onsite Equipment and Office Expenses – personal computers, copy machine, fax machine, first aid supplies, office, or trailer rental (including moving costs), storage

trailer, telephones, generators (for construction manager's office), radios and office furniture, facsimile messages, telegrams, long distance telephone calls and mailings.

- c. Onsite Services – temporary toilets, project signs, bulletin boards, street / walk / parking lot cleaning / snow removal and trash removal.
- d. Onsite Utilities – temporary enclosures / weather protection, temporary building heat, temporary electrical service, temporary gas and power charges and temporary water.
- e. Safety – safety programs, handrails and toe boards, fire extinguishers and general fire protection, temporary stairs, construction fencing and covered walkways.
- f. Insurance and Bonds – errors and omissions, general liability, workers' compensation, FICA, federal and state unemployment and performance and payment bonds and builders' risk.
- g. Miscellaneous – Project photographs, warranty inspection and coordination, jobsite construction fencing, storage or tool trailers, protection of open space, etc., construction sign and on-site construction signage, jobsite communications (radios, etc.), mailing and shipping of shop drawings, samples, etc., snow and ice removal (specify amount or use an allowance), security costs, final clean-up, assistance in start-up and owner orientation for all building systems, preparation, issuance to owner of record drawings (red-lined as-built drawings) for use by the architect (and engineers) to complete final as-built drawings and required Operating and Maintenance manuals, small tool allowance, safety and safety manager, dust control, scaffolding, temporary heat, travel, per diem, punch list and project close-out.

**I. Additional Data (optional):** Provide any additional information that will aid in evaluation of the Offeror's qualifications with respect to this Project.

**J. 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 shall review all responses and select the proposal(s) that best demonstrate the capability in all aspects to perform the Scope of Work 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 indicates the Offeror's ability to provide the Work/Services.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take

into consideration past performance. The following parameters will be used to evaluate the submittals **(with weighted values)**:

The following collective criteria shall be worth 90%
<ul style="list-style-type: none"><li>• <b>Responsiveness of Submittal to the RFP (5)</b> (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)</li><li>• <b>Understanding of the Project and Objectives (25)</b> (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)</li><li>• <b>Experience (30)</b> (Firm's proven proficiency in the successful completion of similar projects.)</li><li>• <b>Strategy &amp; Implementation Plan (30)</b> (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.)</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 the Owner of any Contractor, 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 Contractor.

**SECTION 7.0: SOLICITATION RESPONSE FORM**

**RFP-5365-24-DD**

**“CM/GC for City of Grand Junction Fire Station #7”**

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

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

**Company Submitting Offer:** \_\_\_\_\_

**Name of Authorized Agent:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Address :** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

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The undersigned Bidder, in compliance with the Request for Proposals, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Solicitation Response Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty-day (30) period.

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.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

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

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

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



# COST/PRICING PROPOSAL FORM

RFP-5365-24-DD "CM/GC for City of Grand Junction Fire Station #7"

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

**CM/GC Cost/Pricing proposal shall be based upon a \$6,500,000 construction budget.**

- |  |                 |
|--|-----------------|
| 1. CM/GC Pre-Construction Services Fee                               | \$ _____        |
| 2. CM/GC Construction Services Fee (OH&P)<br>(Provide both % and \$) | _____% \$ _____ |
| 3. General Conditions (Not-To-Exceed)                                | \$ _____        |
| <b>Total CM/GC Fee</b>   | <b>\$ _____</b> |

**Total CM/GC Fee Written:**

\_\_\_\_\_ **dollars**

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

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

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

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