

HUM07PUB

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	HUMPHRIES POLI ARCHITECTS, PC
SUBJECT/PROJECT:	PUBLIC SAFETY BUILDING DESIGN SERVICES
CITY DEPARTMENT:	POLICE DEPARTMENT
YEAR:	2007
EXPIRATION DATE:	05/20/08
DESTRUCTION DATE:	01/15



PROFESSIONAL SERVICE AGREEMENT

City of Grand Junction
Grand Junction, Colorado

TITLE: **Public Safety Building Design Services**

CONTRACT NO: **2369-07-SDH**

PROFESSIONAL SERVICES AGREEMENT

Section 1: GENERAL CONTRACT TERMS AND CONDITIONS

- 1.1 **Contract Terms:** This Contract is entered into this 15th day of November, 2007 by **Humphries Poli Architects, PC** a Colorado corporation, hereinafter called "the Consultant" and **the City of Grand Junction, Colorado**, a Colorado home rule municipality, hereinafter called "the City." This Document may be referred to as "The Contract" or "The Agreement."
- 1.2 **Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Contract. All amendments to the Contract shall be made in writing by the City Purchasing Division.
- 1.3 **Assignment:** The Consultant shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written approval from the City.
- 1.4 **Compliance with Laws:** The Consultant's work under this Contract shall comply with all Federal, State, County and local laws governing or covering this type of service.
- 1.5 **Conflict of Interest:** No public official or City employee shall have interest in this Contract.
- 1.6 **Project Manager:** The project management for the City for this Contract shall be accomplished by **Troy Smith, Deputy Police Chief**.

The project manager, on behalf of the City, shall render decisions in a timely manner pertaining to the work proposed or performed by the Consultant. The project manager shall be responsible for approval and/or acceptance of any performance related to the Scope of Services.

The project management for the Consultant for this Contract shall be accomplished by **Dennis Humphries, Principal-in-Charge**.

- 1.7 **Contract Termination:** In the event a material breach of this Agreement remains uncured following reasonable notice of said breach, the non-breaching Party may terminate this Agreement upon written notice specifying the effective date thereof, provided the City shall have at least thirty (30) days to cure any such breach. In the event the Consultant illegally discriminates among or against any person or persons, no opportunity to cure such breach need be provided by the City.

1.7.1 **Ownership of Work Product:** In the event of termination, all finished and unfinished work product(s) prepared by the Consultant pursuant to this Agreement shall become the sole property of the City, provided the consultant is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Consultant shall not be liable with respect to the City's subsequent use of any incomplete work product, provided the

consultant has notified the City in writing of the incomplete status of such work product.

1.8 Definitions:

1.8.1 "City" refers to the City of Grand Junction, Colorado.

1.8.2 "Consultant" refers to the person, partnership, firm or corporation entering into an Agreement with the City 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.

1.9 Employment Discrimination: During the performance of services under this Contract the Consultant agrees to the following conditions:

1.9.1 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Consultant. The Consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

1.9.3 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.

1.10 Ethics: The Consultant shall not accept or offer gifts or anything of value to nor enter into any business arrangement with any employee, official, or agent of the City.

1.11 Failure to Deliver: In the event of failure of the Consultant to deliver services in accordance with the Contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Consultant responsible for any costs resulting in additional purchase(s) and/or administrative services. This remedy shall be in addition to any other remedies that the City may have.

1.12 Failure to Enforce: Failure by the City 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 City to enforce any provision at any time in accordance with its terms.

1.13 Force Majeure: The Consultant 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 Consultant, unless otherwise specified in the Contract.

- 1.14 Indemnification:** The Consultant shall defend, indemnify and save harmless the City 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 Consultant, or of any Consultant's agent, employee, subcontractor or supplier in the execution of, or performance under, this Contract. The Consultant shall pay any judgment with cost which may be obtained against the City arising or claimed to arise out of such injury or damages.
- 1.15 Independent Consultant:** The Consultant shall be legally considered an independent consultant and neither the Consultant nor its employees shall, under any circumstances, be considered servants or agents of the City. The City shall be at no time legally responsible for any negligence or other wrongdoing by the Consultant, its servants, or agents. The City shall not withhold from the Contract payments to the Consultant for any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Consultant. Further, the City shall not provide to the Consultant any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.
- 1.16 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the City.
- 1.17 Patents/Copyrights:** The Consultant agrees to protect the City from any claims involving infringements of patents and copyrights. In no event shall the City be liable to the Consultant for any suit arising on the grounds of patent or copyright infringement. Patent and copyright infringements shall null and void this Contract.
- 1.18 Remedies:** The Consultant and the City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 1.19 Venue:** This Contract 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. Venue for any action arising out of or under the performance or non-performance of this Agreement shall be in District Court of Mesa County, Colorado

SECTION 2: INSURANCE REQUIREMENTS

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

demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

SECTION 3: SCOPE OF SERVICES

- 3.1 General:** Perform a detailed assessment of the current and future needs of a Public Safety Facility for the City on site(s) designated by the City which would include all Police functions, Fire Administration & Fire Station #1 Operations, the Grand Junction Regional Communications Center (911), and all Municipal Court functions. The City also requires the consultant to provide a preliminary design that will adequately provide the capacity shown in the Needs Assessment as described in the proposal, the Consultant's response to the proposal and the detailed Scope of Services. Furthermore, Humphries Poli Architects will provide professional services to provide project management and coordination, needs assessment, and preliminary design as described in RFP-2369-07-SDH and in Humphries Poli Architects' response to the RFP Public Safety Building Design Services, all of which are incorporated by this reference.
- 3.2 Scope of Services:** The Scope of Services shall be as described in the attached Exhibit A.
- 3.3 Contract Schedule:** Time of Performance. The services to be performed under this Agreement shall be commenced immediately upon issuance of this Professional Service Agreement by the City and shall be completed by May 20, 2008 unless extended by the City in writing.

March 20 2008: Needs Assessment Complete
May 20, 2008: Preliminary Design Complete.

- 3.4 Change Orders:** The City of Grand Junction may require changes in the scope of services to be performed. Such changes, including any increase or decrease in the amount of the consultant's compensation, shall be incorporated in written Change Orders or Extensions to this Contract.

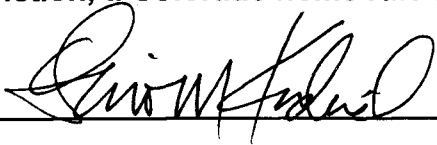
SECTION 4: COMPENSATION AND METHOD OF PAYMENT

- 4.1 Compensation:** For satisfactorily performing the Scope of Services, the Consultant shall receive periodic payments for consulting work through the completion of the contract. Professional services authorized and performed during the duration of the Contract will be paid for as reimbursable expenses at the prices listed in the Fee Schedule (see attached Exhibit B Attached).
- 4.2 Method of Payment:** The Consultant shall submit invoices at the completion of various phases of the Scope of Services, as identified in Exhibit B, and on monthly or less frequent basis for services authorized during the bidding and construction phases.

SECTION 5: EXECUTION

In Witness whereof, the parties hereto have caused this Contract to be duly executed, intending to be bound thereby and with full authority to be bound.

City of Grand Junction, a Colorado home rule municipality,

Laurie Kadrich: 

Title: City Manager

Date: 11/5/07

Humphries Poli Architects, PC

Dennis Humphries: 

Title: Principal-in-Charge

Date: 11/15/07

EXHIBIT A

SCOPE OF SERVICES

Perform a detailed assessment of the current and future needs of a Public Safety Facility on the existing site which would include all Police functions, Fire Administration, the Grand Junction Regional Communications Center (911), and all Municipal Court functions. The City also requires for the consultant to provide a Preliminary Design for the Public Safety Facility that will adequately provide the capacity shown in the Needs Assessment. The Needs Assessment, as directed and if adopted by the City, will recommend the final size.

Consultants Responsibilities: The Scope of the Consultant's Services shall include the following detailed components:

Task One: Project Management and Coordination

Project Initiation: Develop and prepare a project schedule and assign tasks. The schedule shall show individual tasks described in this Scope of Services and identify key milestone dates. The Consultant Project Manager (Consultant PM) shall maintain and update the "Schedule" as the Work proceeds.

Work Task Coordination: The Consultant PM shall assign and coordinate all work tasks being accomplished, including those to be performed by sub-consultants, to ensure that work is completed on schedule.

Project Team Coordination: The City PM and the Consultant PM shall establish and maintain ongoing communication about the Project on a frequent and regular basis. Each PM shall provide the other with

- Written synopsis of their respective contacts (both by telephone or in person) with others
- Copies of pertinent written communications, including electronic (email) correspondence
- Early identification of potential problems or concerns

Progress Meetings: The City and Consultant shall meet, either in person or by telephone conference calls, at regularly scheduled Project Working Group Meetings held at approximate two-week intervals throughout the project. In addition, the Consultant PM shall participate in monthly Process Management Group, as determined by the City, meeting to be held at City Hall. The Process Management Group Meetings shall include the Consultant PM, Deputy Police Chief, Director of Planning and Public Works and a representative of the City Manager. The Project Working Group Meetings and the Process Management 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 the last meeting
- Problems encountered or anticipated
- Late activities/activities slipping behind schedule
- Solutions for unresolved or newly identified problems
- Schedule of upcoming activities

- Information on items required from other agencies
- Other topics as required

The Consultant PM shall prepare a written summary report of the general discussions held at each of these meetings including all action items assigned. This scope assumes six (6) Project Working Group Meetings (two via conference call) and two Process Management Group Meetings.

Reporting Requirements: The Consultant PM shall provide the following on a routine basis:

- Monthly status reports and billings

Task Two: Needs Assessment: The consultant shall provide an existing and future (to year 2040) Needs Assessment for each of the functions that will be located in the Public Safety facility including all Police Department functions, Fire Administration functions & Fire Station #1 Operations, Grand Junction Regional Communications Center (911) functions and all Municipal Court functions. This Needs Assessment shall determine the facility needs for each of these operations which includes, but is not limited to the following: Office needs for staff and administration, operational needs, secure space, laboratory space, conference rooms, shared space, reception areas, public areas, private and public restrooms, cafeteria/break room, locker room, exercise area, indoor storage, evidence storage, outdoor storage, sally port, secure parking, general parking, Municipal court room, judge chambers, jury assembly and deliberation areas, court clerk and prosecutor offices and public areas.

The Needs Assessment shall also evaluate the site needs to accommodate the building including, but not limited to footprint of the buildings, open space, public parking, employee parking, secure parking, pedestrian facilities, and space for public art. The site analysis shall examine the existing designated site and conditions, analyze buildings and the potential reuse of those buildings and prepare a report setting forth the findings and recommendations of current probable cost. More specifically, the site needs assessment will evaluate the site boundary, including any right-of-way vacations that may be necessary and the environmental condition of the site. For the purpose of this proposal the site boundary is defined as the area bounded by Ute Avenue, Pitkin Avenue, 5th Street and 7th Street. The City will provide a Phase 1 Environmental audit for each parcel of land as it determines to be necessary or required. The site needs assessment will also investigate the soils and geology of the site to determine their adequacy, will investigate the site access, traffic and circulation patterns, will determine the adequacy of existing dry and wet utilities, evaluate the storm sewer requirements of the developed site and will examine zoning regulations that may affect the design and construction of the Public Safety facility.

Task Three: Preliminary Design: The consultant shall develop a Preliminary Design showing architectural styles in the context of the site, the site's proximity to downtown Grand Junction and the needs of the users of the facility. A minimum of three (3) alternatives that meet or surpass the findings of the Needs Assessment, each of the following will be provided to the City for its consideration: master site plan, building layouts for each proposed building (if more than one), floor plans for each floor for each building, elevations showing the architectural style and prominent design elements, interior design elements

including finishes and colors, site access, parking areas, vehicle and pedestrian circulation, sidewalks, landscaped areas including areas for public art and a utility layout. Preliminary cost estimates shall be provided for each alternative.

EXHIBIT B FEE SCHEDULE

20 October 2007

Mr. Scott Hockins, Senior Buyer
City of Grand Junction
Purchasing Division
2549 River Road
Grand Junction, CO 81501

RE: Cost not to Exceed Proposal for Professional Services
City of Grand Junction Public Safety Building
RFP-2369-07-SDH

Dear Mr. Hockins:

As noted in the above referenced RFP we are providing a not to exceed cost proposal for tasks #1, #2 and #3. The scope of work for these tasks is essentially defined by the terms of the RFP. To that end, we offer the following thoughts:

Task #1 Project Management and Coordination: The subtasks within this effort consist of Project Initiation; Work Task Coordination; Project Team Coordination; Progress Meetings; and Reporting Requirements as defined by the RFP. We are interpreting this phase consists at this point only through the duration of Task #2 and #3. We are estimating a not to exceed cost of:

Task Total \$ 12,000.00

Task #2 Needs Assessment: The subtasks within this effort include a needs assessment to the year 2040; evaluation of the needs of the site; assessment of the soils conditions; and an evaluation of the civil engineering conditions of the site. We estimate a not to exceed cost of:

Task Total \$ 30,500.00

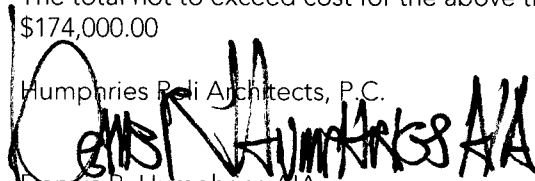
Task #3 Preliminary Design: The subtasks within this effort include preliminary design to include site plans, floor plans and architectural elevations; and preliminary cost estimates. Three alternative proposals will be developed and presented. We estimate a not to exceed cost of:

Task Total \$131,500.00

The total not to exceed cost for the above three tasks represents a proposal of \$174,000.00

Humphries Peli Architects, P.C.

Dennis R. Humphries AIA
Principal



11 February 2008

Deputy Chief Troy Smith
Grand Junction Police Department
625 Ute Ave
Grand Junction CO 81501

RE: Grand Junction Public Safety Building added scope of services.
Additional Services #001

Dear Troy:

Humphries Poli Architects, P.C. (Architect) is submitting this Letter of Agreement to the City of Grand Junction to provide additional professional services associated with the above referenced project. The purpose of this letter is to define the scope of services and confirm the compensation associated with the work.

Scope of Services

The scope of services includes additional work related to the creation of a site survey of the proposed Public Safety Building site. The change is as follows:

Site survey

Refer to the attached letter from Rolland Engineers for a description of the work.

Fees for Professional Services

The fee for the above scope of work is Twenty Thousand Five Hundred Ninety Two Dollars with Zero cents. (\$20,592.00)

Rolland Engineers	\$18,720.00
Humphries Poli Architects	\$ 1,872.00
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Total Fee:	\$20,592.00

The above fee only includes scope related to the identified tasks above and do not include reimbursable expenses. If it becomes apparent by the consultant that the time may exceed the above amount, then the consultant will provide the owner with prompt written notice for approval before proceeding with the work.

Agreement

All other terms of the agreement between The City of Grand Junction and Humphries Poli Architects dated on the 20th of October of 2007 remain in force.

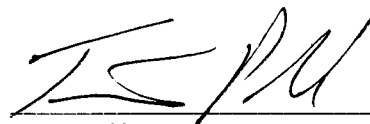
Please indicate your acceptance of the terms of this Agreement by signing below and returning one fully executed copy to my attention.

We are most appreciative of this opportunity to provide continuing professional services and to assist The City of Grand Junction in the development of this most important project. Feel free to call me with any questions that you may have.

Sincerely,
Humphries Poli Architects, P.C.



Dennis Humphries, AIA
Principal

 2/15/08
Accepted by: _____ Date: _____
FOR LAURIE KADACH

22 February 2008

2100 Downing Street
Denver, Colorado 80205

p 303-607-0040
f 303-607-0041
e hpa@hparch.com

Deputy Chief Troy Smith
Grand Junction Police Department
625 Ute Ave
Grand Junction CO 81501

RE: Grand Junction Public Safety Building Added Scope of Services
Additional Services #002

Dear Troy:

Humphries Poli Architects, P.C. (Architect) is submitting this Letter of Agreement to the City of Grand Junction to provide additional professional services associated with the above referenced project. The purpose of this letter is to define the scope of services and confirm the compensation associated with the work.

Scope of Services

The scope of services includes additional work related to the study and recommendations for improvements to the Whitman Park. The change is as follows:

Whitman Park Feasibility Study & Conceptual Design

Refer to the attached letter from Humphries Poli Architects for a description of the work.

Fees for Professional Services

The fee for the above scope of work is Thirty Two Thousand Five Hundred Dollars with Zero Cents. (\$32,500.00)

Rolland Engineers	\$ 2,500.00
The Blythe Group	\$ 1,500.00
Humphries Poli Architects	\$ 28,500.00

Total Fee:	\$ 32,500.00
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The above fee only includes scope related to the identified tasks above and do not include reimbursable expenses. If it becomes apparent by the consultant that the time may exceed the above amount, then the consultant will provide the owner with prompt written notice for approval before proceeding with the work.

Agreement

All other terms of the agreement between The City of Grand Junction and Humphries Poli Architects dated on the 20th of October of 2007 remain in force.


Please indicate your acceptance of the terms of this Agreement by signing below and returning one fully executed copy to my attention.


We are most appreciative of this opportunity to provide continuing professional services and to assist The City of Grand Junction in the development of this most important project. Feel free to call me with any questions that you may have.

Sincerely,
Humphries Poli Architects, P.C.



Dennis Humphries, AIA
Principal


Accepted by: _____
Deputy City Mgr.


Date: 3/19/08
Deputy Chief of Police

February 20, 2008
Humphries Poli Architects P.C.

Scope of Services

As requested by the City Manager, **Humphries Poli Architects** and their consultants are to study and prepare recommendations for improvements to Whitman Park. We understand this work is being undertaken as recognition of the impetus created by the Public Safety Building and that designed together both projects will benefit from the other. The scope of this effort will consider the existing development defined within the ½ block area surrounding the park as well as the 2 block area being studied for the Public Safety Building. The effort and work product resulting from this study should be considered as a master plan or a general design direction summarizing and reflecting the desires, needs and concepts collected from staff, selected community members and the design team.

TASKS

Task 1- Charette Preparation-Feb 19th-March 3rd

- Collect existing data,
- Prepare base information
- Identify stakeholders
- Schedule meeting(s)

Task 2 – Design Charette- March 20th -21st

- Confirm existing data
- Identify additional information required
- Meet with stakeholders to identify goals/objectives program elements
- Prepare concept diagrams/concepts
- Meet with stakeholders, staff, client to review preliminary concepts/options
- Summarize comments and circulate for review

Task 3- Refinement of Options- March 22nd – April 1st

- Incorporate comments/suggestions from meeting
- Identify probable construction cost parameters
- Integrate park recommendations/design with Public Safety Building options and prepare material for presentation to client teams

Task 4 –Refinement of selected option and presentation of recommended park concept- May 20th (Ready-Set Team)

- Refine option selected in previous task
- Presentation of Park Concept, incorporated with recommended Public Safety Building option to the Ready-Set Team

Task 5 – Preparation of Final Document May 20th-May 27th

- Prepare final exhibits for Park in a format and size that is compatible with the Public Service exhibits. Documents will include rendered site plan, sections, photographs and sketches illustrating the relationship between the park and the neighboring development. The list of exhibits and the subjects of the exhibits will evolve with the design and the issues the exhibits are intended to illustrate

Dates above are tentative and subject to the availability of staff, stakeholders and team members

22 February 2008

2100 Downing Street
Denver, Colorado 80205

p 303-607-0040
f 303-607-0041
e hpa@hparch.com

Deputy Chief Troy Smith
Grand Junction Police Department
625 Ute Ave.
Grand Junction CO 81501

RE: Grand Junction Public Safety Building Added Scope of Services
Additional Services #003

Dear Troy:

Humphries Poli Architects, P.C. (Architect) is submitting this Letter of Agreement to the City of Grand Junction to provide additional professional services associated with the above referenced project. The purpose of this letter is to define the scope of services and confirm the compensation associated with the work.

Scope of Services

The scope of services includes additional work related to the study and recommendations for improvements on the AV, Broadcasting systems of specified rooms and study of the Council Chambers for re-design of some components. The change is as follows:

City Hall Feasibility Study

Humphries Poli Architects will coordinate all work done by SM&W as well as study of the Council Chambers to understand the needs and current issues and develop conceptual sketches for proposed improvements. Refer to the attached letter from SM&W for a description of their work.

Fees for Professional Services

The fee for the above scope of work is Nine Thousand Eight hundred and Eighty Dollars with Zero Cents. (\$9,880.00)

SM&W	\$ 5,800.00
Humphries Poli Architects	\$ 4,080.00

Total Fee:	\$ 9,880.00
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The above fee only includes scope related to the identified tasks above and does not include reimbursable expenses. If it becomes apparent by the consultant that the time may exceed the above amount, then the consultant will provide the owner with prompt written notice for approval before proceeding with the work.

Agreement

All other terms of the agreement between The City of Grand Junction and Humphries Poli Architects dated on the 20th of October of 2007 remain in force.

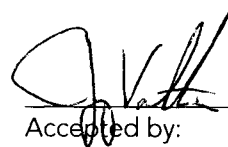
Please indicate your acceptance of the terms of this Agreement by signing below and returning one fully executed copy to my attention.

We are most appreciative of this opportunity to provide continuing professional services and to assist The City of Grand Junction in the development of this most important project. Feel free to call me with any questions that you may have.

Sincerely,
Humphries Poli Architects, P.C.

Handwritten signature of Dennis Humphries, AIA in black ink.

Dennis Humphries, AIA
Principal

Handwritten signature of J. V. K... in black ink, written over a horizontal line.

Accepted by:

3-10-80

Date:



**Request for Proposal
RFP-2369-07-SDH
Public Safety Building Design Services**

RESPONSES DUE:

August 14, 2007 2:00 p.m.
2549 River Road
Grand Junction, CO 81501

PURCHASING REPRESENTATIVE:

Scott Hockins
Senior Buyer
scotth@gjcity.org
Phone (970) 244-1484

TECHNICAL/SCOPE OF SERVICES QUESTIONS:

Jim Shanks, PE, PLS
Special Projects Manager
jims@gjcity.org
Phone (970) 244-1543

June 26, 2007

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for the **Public Safety Building Design Services**, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

Public Safety Building Design Services

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REQUEST FOR PROPOSAL
RFP-2369-07-SDH
Public Safety Building Design Services

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

1.1 Issuing Office: This Request for Proposal (RFP) is issued for the City of Grand Junction (City) by the Purchasing Division, on behalf of City of Grand Junction, Public Works and Planning. All contact regarding this RFP is directed to:

RFP QUESTIONS & SUBMITTALS:

Scott Hockins, Senior Buyer
City of Grand Junction
Purchasing Division
2549 River Road
Grand Junction, CO 81501
970-244-1484

SCOPE OF SERVICES DETAILS:

Jim Shanks, PE, PLS Special Projects Manager
City of Grand Junction
Public Works and Planning
2529 High Country Court
Grand Junction, CO 81501
970-244-1543

1.2 Purpose: The purpose of this RFP is to obtain competitive proposals from qualified individuals or firms, interested in preparing studies, providing recommendations, and designing a Public Safety Building for the City of Grand Junction, Colorado.

1.3 Compliance: All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the City of Grand Junction 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 Offerors shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.

1.4 Submission: Please refer to section 5.0 for what is to be included. Each proposal shall include **six (6) copies** and **one (1) electronic copy**, placed in a sealed envelope and marked clearly on the outside "**RFP-2369-07-SDH Public Safety Building Design Services.**" For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive.

1.5 Proposal Deadline: Proposals are due by August 14, 2007 at 2:00pm to the address in section 1.1 Titled "**RFP Questions and Submittals**".

1.6 Altering Proposals: Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

1.7 Withdrawal of Proposal: A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day following the submittal deadline date and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

- 1.8 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.9 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.
- 1.10 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1 within the timeframe shown in Section 4.3. 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 City Purchasing Division, on behalf of the Public Works Engineering Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Projects Manager and the Purchasing Representative. Addenda will be issued electronically through Bidnet at www.rockymountainbidsystem.com to all who are known to have received a copy of the RFP. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The City reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.12 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 placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Manager. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the City of Grand Junction upon receipt and shall only be returned to the proposer at the City's option. Selection or rejection of the proposal shall not affect this right. The City 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 outlined in the section 1.12 entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.

- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following 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
 - Have a satisfactory record of integrity and ethics
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the City of Grand Junction
- 1.15 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the City to the extent allowable in the Open Records Act.
- 1.16 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1 Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the City's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2 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 City Purchasing Division.
- 2.3 Assignment:** The Consultant 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 City.
- 2.4 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.

- 2.5 Confidentiality:** All information disclosed by the City to the Consultant for the purpose of the work to be done or information that comes to the attention of the Consultant during the course of performing such work is to be kept strictly confidential.
- 2.6 Conflict of Interest:** No public official and/or City employee shall have interest in any contract resulting from this RFP.
- 2.7 Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the City of Grand Junction, shall constitute a contract equally binding between the City and Consultant. No different or additional terms shall become a part of this Contract with the exception of an Amendment.
- 2.8 Project Manager:** The Project Manager, on behalf of the City, shall render decisions in a timely manner pertaining to the work proposed or performed by the Consultant. The project manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.9 Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.10 Employment Discrimination:** During the performance of any services per agreement with the City, the Consultant, by submitting a Proposal, agrees to the following conditions:
- 2.10.1 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Consultant. The Consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.10.2 The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an Equal Opportunity Employer.
- 2.10.3 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.
- 2.11 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 City.
- 2.12 Failure to Deliver:** In the event of failure of the Consultant to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Consultant responsible

for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.

- 2.13 Failure to Enforce:** Failure by the City 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 City to enforce any provision at any time in accordance with its terms.
- 2.14 Force Majeure:** The Consultant 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 Consultant, unless otherwise specified in the contract.
- 2.15 Indemnification:** Consultant shall defend, indemnify and save harmless the City of Grand Junction, State of Colorado, 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 Consultant, or of any Consultant's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Consultant shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.
- 2.16 Independent Consultant:** The Consultant shall be legally considered an Independent Consultant and neither the Consultant nor its employees shall, under any circumstances, be considered servants or agents of the City of Grand Junction. The City shall be at no time legally responsible for any negligence or other wrongdoing by the Consultant, its servants, or agents. The City shall not withhold from the contract payments to the consultant any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the consultant. Further, the City shall not provide to the Consultant any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.
- 2.17 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 City of Grand Junction reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.18 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the City of Grand Junction.
- 2.19 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 City of Grand Junction.

- 2.20 Patents/Copyrights:** The Consultant agrees to protect the City of Grand Junction from any claims involving infringements of patents and/or copyrights. In no event shall the City be liable to a Consultant 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.
- 2.21 Remedies:** The Consultant and City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 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.

SECTION 3.0: INSURANCE REQUIREMENTS

- 3.1 Insurance Requirements:** The Consultant agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- 3.2** Consultant shall procure and maintain and, if applicable, shall cause any Subcontractor of the Consultant to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The City of Grand Junction. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Section. 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 insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident,
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee

(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 and 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 include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Professional Liability & Errors and Omissions Insurance policy with a minimum of \$1,000,000 per claim. This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this RFP.

- 3.3 The policies required by paragraphs (a), (b), and (c) above shall be endorsed to include the City and the City's officers and employees as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SCOPE OF SERVICES

- 4.1. **Background:** The City of Grand Junction Police Department currently operates out of an existing, remodeled building located at 6th Street and Ute Avenue. They are housed in approximately 20,000 square feet, which is undersized for this operation. The department has recently added approximately 4300 square feet of temporary modular office space to the site. The existing Police Department site is currently shared with Fire Department Administration and the Fire Station #1 site which is located across the alley, immediately south of the Police Building. These two facilities are located on the City block that is bounded by Ute Avenue to the north, Pitkin Avenue to the south, 6th Street to the west and 7th Street to the east. The City also owns several parcels west of 6th Street, including an old quonset hut that is being used for storage. The Police Department also uses areas in the City shops complex located at River Road and Broadway for vehicle impoundment and other storage. The existing Municipal Court operation is in City Hall.

The City desires to engage a consultant to perform a detailed assessment of the current and future needs of a Public Safety Facility on the existing site which would include all Police functions, Fire Administration, the Grand Junction Regional Communications Center (911), and all Municipal Court functions. The City also desires for the consultant to design a facility that will adequately provide the capacity shown in the needs assessment, assist the City in procuring a suitable contractor and assisting the City with the construction management of the facility. The needs assessment will determine the final size.

- 4.2. **Consultants Responsibilities:** The scope of work shall include the following components:

- 4.2.1. **Task One: Project Management and Coordination**

- 4.2.1.1. **Project Initiation:** Develop and prepare a project schedule and assign tasks. The schedule shall show individual tasks described in the scope of work for the project and identify key milestone dates. The Consultant Project Manager (Consultant PM) shall maintain and update the project schedule as the work proceeds.
- 4.2.1.2. **Work Task Coordination:** The Consultant PM shall assign and coordinate all work tasks being accomplished, including those to be performed by sub consultants, to ensure project work is completed on schedule.
- 4.2.1.3. **Project Team Coordination:** The City PM and the Consultant PM shall maintain ongoing communication about the project on a frequent and regular basis. Each PM shall provide the other with
- Written synopsis of their respective contacts (both by telephone or in person) with others
 - Copies of pertinent written communications, including electronic (email) correspondence
 - Early identification of potential problems or concerns
- 4.2.1.4. **Progress Meetings:** The City and Consultant shall meet, either in person or by telephone conference calls, at regularly scheduled Project Working Group Meetings held at approximate two-week intervals throughout the project. In addition, the Consultant PM shall participate in monthly Process Management Group Meeting to be held at City Hall. The Process Management Group Meetings shall include the Consultant PM, Assistant Police Chief, Director of Planning and Public Works and a representative of the City Manager. The Project Working Group Meetings and the Process Management 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 the last meeting
 - Problems encountered or anticipated
 - Late activities/activities slipping behind schedule
 - Solutions for unresolved or newly identified problems
 - Schedule of upcoming activities
 - Information on items required from other agencies

The Consultant PM shall prepare a written summary report of the general discussions held including all action items assigned. This scope assumes six (6) Project Working Group Meetings (two via conference call) and two Process Management Group Meetings.

- 4.2.1.5 **Reporting Requirements:** The Consultant PM shall provide the following on a routine basis:
- Monthly status reports and billings
- 4.2.2. **Task Two: Needs Assessment:** The consultant shall provide an existing and future (year 2040) needs assessment for each of the functions that will be located in the Public Safety facility including all Police Department functions, Fire Administration functions, Grand Junction Regional Communications Center (911) functions and all Municipal Court functions. This needs assessment shall determine the facility needs for each of these

operations which includes, but is not be limited to the following: Office needs for staff and administration, operational needs, secure space, laboratory space, conference rooms, shared space, reception areas, public areas, private and public restrooms, cafeteria/break room, locker room, exercise area, indoor storage, evidence storage, outdoor storage, sally port, secure parking, general parking, Municipal court room, judge chambers, court clerk and prosecutor offices and public areas.

The needs assessment shall also evaluate the site needs to accommodate the building needs, including, but not limited to footprint of the buildings, open space, public parking, employee parking, secure parking, pedestrian facilities, and space for public art. The site analysis shall examine the existing site and existing conditions, analyze existing buildings and the potential reuse of those buildings and prepare a report setting forth the findings and recommendations of probable cost. More specifically, the site needs assessment will evaluate the site boundary, including any right-of-way vacations that may be necessary and the environmental condition of the site. For the purpose of this proposal the site boundary is defined as the area bounded by Ute Avenue, Pitkin Avenue, 5th Street and 7th Street. The City will provide a Phase 1 audit for each individual tax schedule parcel of land. The site needs assessment will also investigate the soils and geology of the site to determine their adequacy, will investigate the site access, traffic and circulation patterns, will determine the adequacy of existing dry and wet utilities, evaluate the storm sewer requirements of the developed site and will examine zoning regulations that may affect the design and construction of the Public Safety facility.

4.2.3 **Task Three: Preliminary Design:** The consultant will develop a preliminary design showing architectural styles in the context of the site, the site's proximity to downtown Grand Junction and the needs of the users of the facility. A minimum of three (3) alternatives of each of the following will be provided to the City for its consideration: master site plan, building layouts for each proposed building (if more than one), floor plans for each floor for each building, elevations showing the architectural style and prominent design elements, interior design elements including finishes and colors, site access, parking areas, vehicle and pedestrian circulation, sidewalks, landscaped areas including areas for public art and a utility layout. Preliminary cost estimates shall be provided for each alternative.

4.2.4 **Task Four: Final Design:** The consultant will prepare a final plan based on the comments and selections made by the City. The consultant can anticipate that the City will have a design review committee that will make recommendations to the City Manager or her representative for final direction to the consultant. The final plans shall be complete and shall be adequate to be reviewed and approved by the Mesa County Building Department and adequate with sufficient detail to be constructed. The drawings shall conform to all ADA requirements. The consultant will pay particular attention to the energy efficiency of the building design. The City may choose to hire a Construction Manager/General Contractor (CMCG) to build the project. If the City hires a CMCG, they will be hired to perform Pre-Construction Services and will be used to provide input to the City as well as the Architectural Consultant for buildings systems alternatives that may be incorporated into the facility and for cost control for assurance that the final design can be built within the City's budget.

4.2.5 Task Five: Final Bid Documents: The consultant will prepare final bid documents including detailed specifications for construction materials and methods. The consultant will submit a 70% and 90% complete Construction Documentation packet to the City for review. The final bid documents shall be complete and adequate to obtain competitive construction bids if the project is delivered as a design-bid-build project or to obtain competitive proposals if the project is delivered as a CMCG project. The consultant will participate in a pre-bid conference and respond to all questions regarding the construction documents and shall prepare all bid addendums. The consultant will assist the City in the evaluation of all bids or CMCG proposals.

The consultant will prepare a construction phasing plan in order to maintain current Police, Fire Administration, Regional Communications Center and Municipal Court functions and plan for their orderly transition to the new facility.

4.2.6 Task Six: Construction Management: The consultant will provide construction management services that will include the review of all materials and construction methods submittals, review all shop drawings, review and answer all Requests for Information (RFI), review and make recommendations to all Requests for Adjustment (RFA), review and make a recommendation for all monthly pay requests, meet with the contractor and City Owner's Representatives on a weekly basis or as specific needs arise. The consultant will review and make recommendations on all Value Engineering proposals made by the contractor. The consultant will also perform a final inspection, make a punch list of all incomplete corrective action that needs to be completed by the contractor and assure that all such corrective action has been corrected prior to final payment to the contractor.

4.3 Project Time Schedule: Offeror **must** provide with proposal submittal a time schedule for completion of the Project "Scope of Services." The preferred project schedule is depicted below.

July 27, 2007	Deadline for submission of Questions
August 14, 2007	Proposals Due
Sept 4-5, 2007	Consultant Interviews
Sept 19, 2007	City Council Award
Sept 20, 2007	Notice to Proceed
February 20 2008	Needs Assessment Complete
April 20, 2008	Preliminary Design
To be negotiated	Final Design
To be determined	Construction Services

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

5.1 Offerors are required to provide **six (6) copies** of their proposal in written format and **one (1) copy in electronic format**, compatible with Microsoft Office Word. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requests that proposals be formatted **A to G**. Proposals must contain all of the following information to satisfy the requirements of this RFP:

- A. **Cover Letter:** Cover letter shall be provided which succinctly explains the Consultant's interest in the project. The letter shall contain the name/address/phone number of the person who will serve as the firm's principal contact person with City's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm.
 - B. **Qualifications of Firm/Project Team:** Provide names, titles and responsibilities of key personnel who will be responsible for the management and design of this project. Include qualifications, experience of each, and length of time with the company.
 - C. **Strategy and Implementation Plan:** Describe your (the consultant's) interpretation of the City's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. Offeror may utilize a written narrative or any other printed technique to demonstrate his/her ability to satisfy the Scope of Services. The narrative should describe the firm's particular abilities and qualifications related to this project. If the firm has multiple office locations, specify which office shall complete the primary design work. Interested firms shall demonstrate experience with development of all work associated with previous emergency service complexes.
 - D. **References:** Provide a list and description of other projects designed by your firm or by key personnel that are similar or pertinent to this project. Provide references and contact information of owner for the jobs. List should include a brief description of each project.
 - E. **Outside Consultants:** List any outside consultants or firms who might perform services for this project. Provide resumes of key individuals and describe what services that each outside firm would provide, and at least three previous projects demonstrating the firm's capability to perform these services.
 - F. **Statement of Project Understanding:** Provide a one page statement outlining the philosophy of the team in approaching this project and the team's grasp of issues and goals to address in this study.
 - G. **Capacity:** Address you firm's capacity and depth to complete the Preliminary Design by April 20, 2008 assuming a notice to proceed date of September 20, 2007.
- 5.2 **Cost not to Exceed Proposal:** Only the four firms invited to interview are required to prepare this proposal. Cost not to Exceed Proposals shall be submitted in a sealed envelope measuring 9 ½" x 12 ½" (or larger) and labeled "**City of Grand Junction Public Safety Building–Cost Not to Exceed Proposal**". Cost proposals shall be submitted at the time of the interview for tasks 1, 2 and 3 only. The City intends to enter into a contract with the selected Consultant for sections 1, 2 and 3 only. At the conclusion of tasks 1, 2 and 3 the City may choose to negotiate with the Consultant for tasks 4, 5 and 6 or the City may seek proposals from other consultants for the completion of tasks 4, 5 and 6.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered for participation in the oral presentations. The City intends to reduce this group to up to four of the best qualified who will be invited to participate in oral presentations. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. Companies selected for oral presentations will be chosen on the basis of their apparent ability to best meet the overall expectations of the City. The City reserves the right to reject any and all submittals. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Necessary resources
- Experience
- Required skills
- Demonstrated capability
- References

- 6.3 Selection for Interviews:** Following the submittal deadline, the City will announce the "short list." It is anticipated that the "short list" will consist of up to four potential consultants; this depends on the number and quality of statements received. At that time a notice will be issued to the selected consultants so that they may prepare both written and oral presentations for the interview process.
- 6.4 Interviews:** Interviews will be limited to 60 minutes of presentation followed by 30 minutes for questions. **Presentations should be made only by the principals assigned to the project.** The committee will rank the finalists in order of preference based on written and oral presentations per the evaluation parameters contained in the proposal request.
- 6.5 Award:** The contract for tasks 1, 2 and 3 will be awarded to the firm that is deemed most qualified to perform the scope of services based on the project team qualifications, prior experience working together, approach to the project, ability to complete the project in the necessary time frame, location of firm and workforce, and references. After the interview, the firms shall be ranked or disqualified based on the above. Cost proposals will only be opened for those firms that were ranked. The lowest cost proposal does NOT guarantee that Consultant shall be selected. The City reserves the right to consider all of the information submitted in selecting the project Consultant.

End RFP