



CONTRACT 2574-08-SDH

This CONTRACT made and entered into this **22nd day of February, 2008**, by and between the **City of Grand Junction, Colorado**, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "City" and **Aqua Recreation, Huntersville, NC** hereinafter in the Contract Documents referred to as the "Contractor."

WHEREAS, the City advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as No. **RFP-2574-08-SDH** "Slide Flume Replacement"; and

WHEREAS, the Contract has been awarded to the above named Contractor by the City, and said Contractor is now ready, willing and able to perform the Work specified, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

- Contract Documents for the Project;

RFP-2574-08-SDH including:

Instruction to Proposers

General Contract Conditions

Statement of Work

Preparation & Submittal

Evaluation Criteria & Factors

Drawings

Proposal Submittal Documents by Contractor dated February 5, 2008 utilizing "Flume B" in the base bid

- Work Change Requests (directing that changed work be performed);

- Field Orders;

- Change Orders.



ARTICLE 2

Definitions: The definitions provided in the General Contract Conditions apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated.

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract upon award and to achieve Substantial Completion and Final Completion of the Work by **May 16, 2008**.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in this Contract and the Contract Documents, the sum of **Three Hundred Twenty Seven Thousand Six Hundred & Eight Dollars (\$371,608)** (the "Contract Price). The amount of the Contract Price is and has heretofore been appropriated by the City Council of the City of Grand Junction for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the City. The City shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the City provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Special Conditions, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the City in accordance with the General Contract Conditions.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the City shall publish at least twice in a newspaper of general circulation published in the City a notice that: 1. the City has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment; 3. thirty days after the first publication, specifying the exact date, the City shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount



due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5. Bonds in the amounts of \$1,000 or less will be made in multiples of \$100; in amounts exceeding \$5,000, in multiples of \$1,000; provided that the amount of the Bonds shall be fixed by the City at the lowest sum that fulfills all conditions of the Contract.

ARTICLE 7

Contract Binding: The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the City and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the City nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.

ARTICLE 8

Severability: If any part, portion of provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority there over, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Grand Junction, Colorado, has caused this Contract to be subscribed by its City Council. The Contractor has signed this Contract the day and the year first mentioned herein.




The Contract is executed in four counterparts.

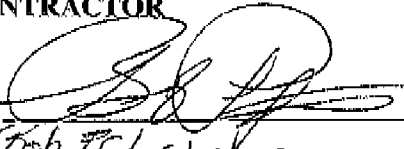
THE CITY OF GRAND JUNCTION, COLORADO

By: 
Jay Valentine, Purchasing Manager


2/27/08
Date

Witness:
By: 
Scott Hockius, Purchasing Supervisor

CONTRACTOR

By: 
Bob Flastchko
Title: Rep

3/3/08
Date

Witness:
By: 
Title: Rep

March 10, 2008

Aqua Recreation
P.O. Box 1174
Niwot, CO 80544

Dear Mr. Pflasterer,

The original contract for the Lincoln Park Waterslide Replacement project, 2574-08-SDH, contained an error in Article 5, Paragraph 1: Contract Price and Payment Procedures. Please exclude the original Article 5, Paragraph 1, and replace with the following:

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in this Contract and the Contract Documents, the sum of **Three Hundred Seventy One Thousand Six Hundred & Eight Dollars (\$371,608)** (the "Contract Price). The amount of the Contract Price is and has heretofore been appropriated by the City Council of the City of Grand Junction for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the City. The City shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the City provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Respectfully,



Scott Hockins
Purchasing Supervisor
(970) 244-1484



Purchasing Division

Request for Proposals (RFP)

RFP-2574-08-SDH
Replacement Slide Flume

Responses Due:

February 7, 2008 at 2:00pm
2549 River Road
Grand Junction, CO 81501

Purchasing Representative:

Scott Hockins
Purchasing Supervisor
scotth@gjcity.org
Phone (970) 244-1484

Technical/Scope of Services Questions:

Shawn Cooper
Parks Planner
shawnc@gjcity.org
Phone (970) 254-3869

January 16, 2008

This solicitation has been developed specifically to solicit competitive responses for the **Replacement Slide Flume** project, 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 ACCEPTIBLE** for this solicitation.

Request for Proposals
Replacement Slide Flume

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1. Instructions to Proposers

The City of Grand Junction is soliciting competitive proposals from qualified and interested companies for all design, labor, equipment, and materials required to replace the slide flume at Lincoln Park Moyer Pool. All dimensions and scope of work should be verified by Contractors prior to submission of proposals.

- 1.1. Delivery of Proposals:** Contractor shall submit a copy of their proposal in a sealed envelope marked **RFP-2574-08-SDH, due date, and the Proposers name** clearly indicated on the envelope. The due date, time, and address are listed on the front page of this RFP. Late proposals will not be considered. Proposals will be received and publicly acknowledged at the location, date and time stated. Proposers, 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 Offeror as such will be treated as confidential by the City of Grand Junction (City) to the extent allowable in the Open Records Act.
- 1.2. Exclusions:** No oral, telephonic, emailed, or facsimile proposal will be considered
- 1.3. Contract Documents:** The complete RFP and proposer's response compose the Contract Documents. Copies of these documents can be obtained from the Purchasing Division, **2549 River Road, Grand Junction, CO 81501, 970-244-1533.**
- 1.4. Examination of Specifications:** Proposers shall thoroughly examine and be familiar with the project Scope of Services. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his proposal. The submission of a proposal shall be taken as evidence of compliance with this section.
- 1.5. Questions regarding Scope of Services:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.6. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on Bidnet at www.rockymountainbidsystem.com. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by City employees, unless such clarification or change is provided to proposers in written addendum form from the City Purchasing Representative.

- 1.7. **Taxes:** The City is exempt from State retail and Federal tax. The proposal price must be net, exclusive of taxes.
- 1.8. **Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Offeror, upon request of the Purchasing Representative, agrees to an extension.
- 1.9. **Assignment:** The bidder shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without prior written approval from the City.
- 1.10. **Collusion Clause:** Each proposer by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among proposers. The City may, or may not, at the discretion of the City's Purchasing Representative, accept future proposals for the same services or commodities from participants in such collusion.
- 1.11. **Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City employee or elected official, the bidder 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 City.

2. General Contract Conditions for City Construction Projects

- 2.1. **The Contract:** 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 Addendums.
- 2.2. **The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed in not less than triplicate by the Owner (City) and Contractor. City will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as

binding as if required by all. The intention of the documents is to include all labor, materials, equipment 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 City are, and shall remain, City property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** As soon as practicable after proposals are received and prior to the award of the contract, the successful Offeror 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 Offeror in writing if, after due investigation, has reasonable objection to any person or organization on such list. Failure of the Owner to make an objection to any person or organization on the list prior to the award shall constitute acceptance of such person or organization. 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 Offeror may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Offeror submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Offeror. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.9. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.

- 2.10. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.11. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.12. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.13. Progress Schedule:** The Contractor, if required, immediately after being awarded the contract, shall prepare and submit for the Owner's approval an estimated progress schedule for the work. The progress schedule shall be related to the entire project to the extent required by the contract documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the work, subject to the Owner's approval.
- 2.14. 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.

- 2.15. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.
- 2.16. Insurance Requirements:** The Contractor agrees to procure and maintain, at his own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this section. Such insurance shall be in addition to any other 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 this section by reason of his failure to procure or maintain insurance in sufficient amounts, durations, or types.
- 2.16.1.** Commercial General Liability Insurance Policy with minimum combined single limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.
- 2.16.2.** Comprehensive Automobile Liability Insurance, which includes coverage of all, owned, non-owned and rented vehicles with a minimum of \$1,000,000 combined single limit for each occurrence.
- 2.16.3.** Required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form.
- 2.16.4.** All insurance shall be purchased from an insurance company licensed to do business in Colorado that has a financial rating of B+ VII or better as assigned by the BEST Rating Company or equivalent.
- 2.17. Indemnification:** The Offeror 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 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 City growing out of such injury or damages.
- 2.18. Miscellaneous Conditions:** Material Availability: Proposers must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of proposal. It is the responsibility of the bidder to notify the City immediately if materials specified are discontinued,

replaced, or not available for an extended period of time. OSHA Standards: All proposers agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the City may require the services to be redone at no additional expense to the City.

- 2.19. Time:** 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 Price Proposal 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.
- 2.20. 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.
- 2.21. Delays & Extensions of Time:** If the contract is delayed at any time in the progress of the work by any act or neglect of the Owner, by any employee of the Owner, by any separate contractor employed by the Owner, by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any cause which the Owner determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine. All claims for extension of time shall be made in writing to the Owner no more than fifteen (15) days after the occurrence of the delay otherwise they shall be waived. In the case of the continuing cause of delay only one claim is necessary.
- 2.22. 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 City of Grand Junction's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.23. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect

them from damage, injury or loss. He 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, he shall restore, at his 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.

- 2.24. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.25. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.26. 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.
- 2.27. 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.
- 2.28. 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 one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

3. Scope of Services

- 3.1. Project Description:** The scope of services requires a contract with a professional firm for the design, supply, and installation of a **replacement slide flume** at Lincoln Park Moyer Pool to replace the existing slide flume. The selected firm will review the existing slide layout, plumbing, support structures, available area, existing fencing, and adjacent park layout in order to propose a suitable layout of their selected equipment, turnkey installation, and within contract stipulations. The selected firm will provide all engineering, design, certifications, permits, equipment, further demolition and repair, labor, installation, testing and any and all other needed work for the complete and proper set-up and operation of the slide according to the accepted proposal and plans.

The City will also be accepting proposals for an **additional slide** with new support structure as an **Add Alternate** to this contract. The actual design of the new slide will be at the discretion of the bidder. Drawings of a previously proposed slide are included with this RFP package as a possibility for design. The new slide should utilize the existing tower with an additional platform and support, all new additions will be by the design and installation of the contractor. The additional slide will utilize the existing splash pool, as indicated on the plans.

The existing slide is approximately 350 long with a 48" wide flume and drop from the 38' high platform. The replacement slide should also be designed with similar

characteristics enabling use as a body slide and a tube slide. The 'add alternate' slide can be proposed as a body slide or suitable as a tube slide also.

3.2. Project Specifics:

- The Contractor will be responsible for the verification of the existing facilities and equipment, accuracy of the diagrams and drawings supplied from the City. Plumbing diagrams, engineering and placement of new equipment will be the responsibility of the contractor.
- The Contractor will be responsible for the demolition, removal and disposal of the existing slide as well as shipment, receiving, storage, installation and connecting the new slide(s) to all support structures, plumbing, etc. in order to complete the installation.
- The replacement of the existing slide should be with a comparable type of flume allowing the same uses as it currently provides, i.e., tubes and body uses. The add alternate slide may be per the proposer's design. It may be either tube/body or only body. The configuration of the additional slide will also be at the discretion of the contractor.
- It is believed that the existing pump will suffice to operate the new slide and possibly the "add alternate" slide also. The existing pump is currently operating at approximately 50% flow and is thought to have enough available capacity to supply another slide. It will be the contractor's responsibility to verify the existing pumps capacity along with the needs of the new slide apparatus. The existing pump is rated at 50 hp, with an 8" pvc line at the slide.
- The contractor will agree that all work from mobilization through final inspection, training, clean-up, and turn over will be performed within the stipulated contracted amount and within the proposed timeframe by the contractor.
- Time is of the essence on this project, it is desired by the City to have this project open and in operation by the Memorial Day weekend (May 30, 2008).
- Primary users of these slides will be over the toddler stage, older than 5 yrs. old.
- Longevity and warranty of equipment will be strongly considered in the selection of the best supplier. Proven success and track record will be a key factor in determining selection of the contractor for this project. Flange connections of the slide bed, smoothness of the joints, type of materials, maintenance requirements, etc. will also be key in selecting the contractor.

3.3. Project Managers:

- Shawn Cooper, Parks Planner shawnc@gjcity.org 970-254-3869
- Larry Manchester, Recreation Supervisor larrym@gjcity.org 970-254-3844

3.4. Project Schedule:

Last Day for Questions	1-30-08
Proposals Due	2-07-08
City Council Consideration of Award	2-20-08
Notice of Award	2-21-08
Bonds, Insurance and Executed Contracts	2-27-08
Notice to Proceed	2-28-08
Project Completion	5-21-08

4. Preparation & Submittal of Proposal

4.1. Proposal Format:

A. Cover Letter: A cover letter shall be provided which succinctly explains the Contractor'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. "Statement of Qualifications" of Firm/Project Team: Because of the unique nature of this project, list necessary for the successful completion of this project. Include in each description a brief synopsis of the project, contact person and phone number, date completed and project schedule, budget of the project, key personnel and responsibilities.

C. Plans, Schematics and Illustrations: Submit scaled drawings and schematics of layout and equipment to be used. Layouts should clearly depict proposed equipment in this setting showing all adjacent structures and other existing features. Both plan views and colored bird's eye or 3-D views should be included.

D. References: Give at least five (5) references for projects of similar size and scope, including at least two references for projects completed during the past two years. Include the name of the organization, a brief summary of the work, and the name and telephone number of a responsible contact person. This may include projects listed in section B above, but must also be re-listed here.

E. Fee Proposal: State both written and numerically the price for the project per the approved/ submitted plan, understanding that the fee will include all work necessary to complete the project including, but not limited to sub-consultants and sub-contractors fees.

F. Outside Consultants: List any outside consultants or firms who might perform services for this project. Describe what services that each outside firm would provide.

G. Additional Data: Provide any additional information that will aid in evaluation of the consultant's qualifications with respect to this project.

4.2 Submittal Procedure: Each proposal (one (1) original and four (4) additional copies of all documents) shall be submitted in a sealed package and labeled "**Slide Flume Replacement**". Proposals must be received in the City of Grand Junction Purchasing Department, 2549 River Road, Grand Junction, 81501 **no later than response due date.**

5. Evaluation Criteria & Factors

5.1. Intent: The City's intent is to contract with a private contractor capable of performing the required work in a professional and expeditious manner. The contractor must be conscientious of the on-going park use and the control of trash, debris, vehicle access and the professional manner of the employees on the project. Only respondents who submit the proposal in the required format will be considered.

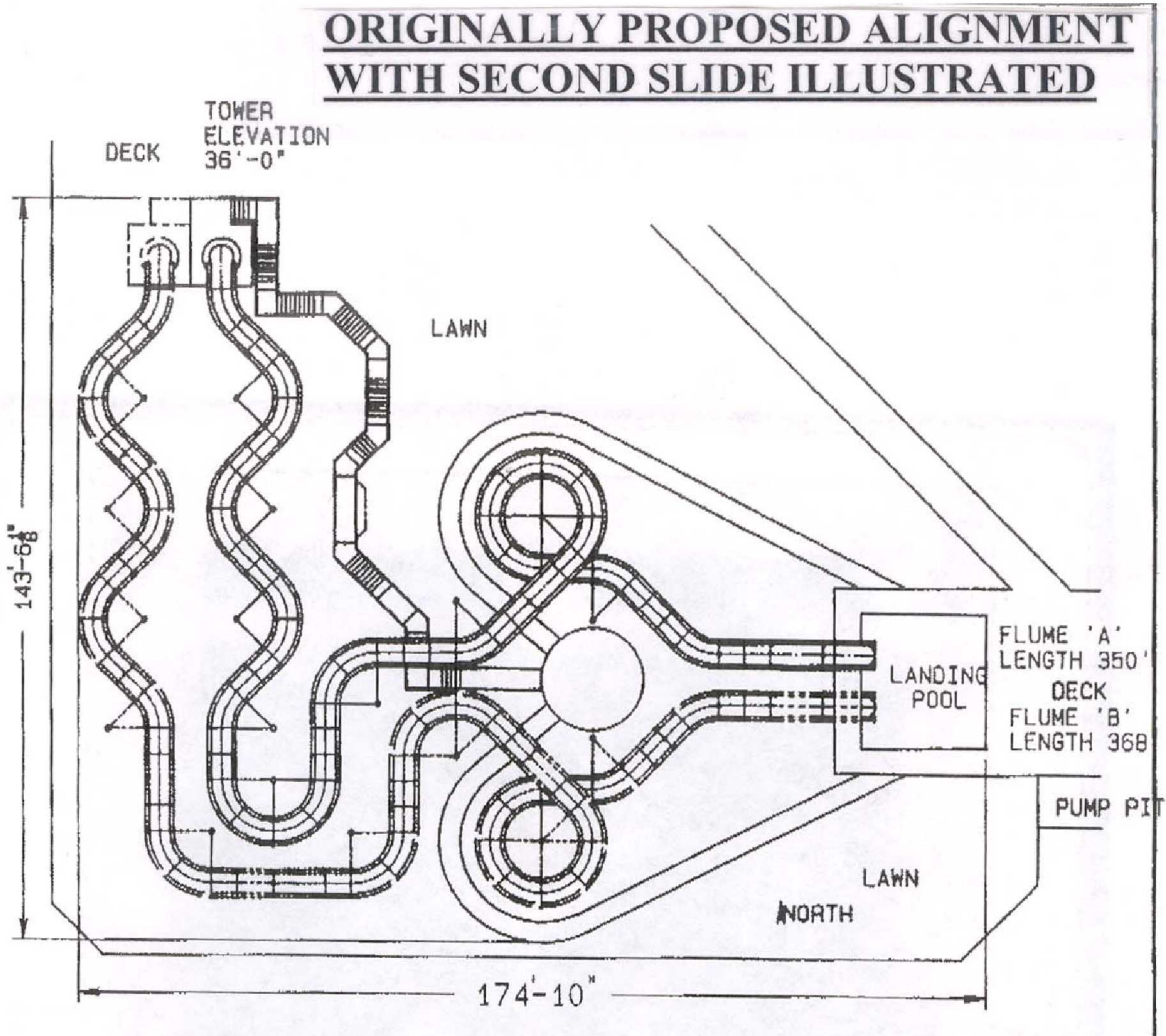
5.2. Evaluation: An evaluation team shall review all responses and select those that best meet the evaluation criteria. Based on evaluation criteria, the reviewers will select respondents who demonstrate the capability in all aspects to perform the scope of services and have the integrity and reliability that will ensure good faith performance.

Evaluation of the submittals will be done in accordance with the criteria and procedure defined herein. The City reserves the right to reject any and all proposals. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of RFP
- Understanding of the project and the objectives
- Type of material for slides, structures and maintenance requirements
- Necessary resources and experience of contractor / Demonstrated capability
- Levels of Warranties and Similar Experiences
- Ability to Accomplish Timeline Requirements
- Fee Proposal is Within Stipulated Budget

5.3 Award: The contract will be awarded to the firm that is deemed most qualified to perform the scope of services based on the listed criteria. The City reserves the right to reject any or all proposals, reject portions of any proposal, or accept the proposal or proposals deemed most advantageous to the City.

***The PDFs and attached drawings are the original construction plans; they are included for the benefit of the proposers. Proposers should understand they are not being asked to build this.



EXISTING SLIDE LAYOUT

