



## Statement of Qualifications SOQ-4029-15-DH

### Design/Build Skate Park Improvements for City of Grand Junction and/or Town of Palisade

#### **RESPONSES DUE:**

April 24, 2015 Prior to 3:00 p.m.

**Accepting Electronic Responses Only**

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

**<https://www.rockymountainbidsystem.com/default.asp>**

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

#### **PURCHASING REPRESENTATIVE:**

Duane Hoff Jr.

Senior Buyer

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

970-244-1545

This solicitation has been developed specifically for a Statement of Qualifications intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County/Town of Palisade solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.

## ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

**Issuing Office:** This Statement of Qualifications (SOQ) is issued by the City of Grand Junction on behalf of the Grand Junction Parks & Recreation Department and the Town of Palisade. All contact regarding this SOQ is directed to:

**SOQ Questions:**

Duane Hoff Jr.

[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

**Purpose:** The City of Grand Junction, on behalf of the Grand Junction Parks & Recreation Department and the Town of Palisade, is requesting qualifications form interested firms to provide design/build services and construction for skate park improvements for the City of Grand Junction and/or Town of Palisade.

**The Owner:** The Owner is the City of Grand Junction and/or Town of Palisade, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.

**Compliance:** All participating Offerors shall agree to comply with all conditions, requirements, and instructions of this SOQ as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offerors shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this SOQ.

**Submission:** Please refer to section 5.0 for what is to be included. **Each submittal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "**Electronic Vendor Registration Guide**" at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that submittals be formatted as directed in Section 5.0 "Preparation and Submittal of Qualifications." Submittals received that fail to follow this format may be ruled non-responsive.

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

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

**Acceptance of Submittal Content:** The contents of the submittal 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.

**Exclusion:** No oral, telegraphic, or telephonic submittals shall be considered.

**Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this SOQ or extensions to the opening/receipt date shall be made by a written Addendum to the SOQ by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the City's website at [www.gjcity.org](http://www.gjcity.org) by selecting the Bids link. Offerors shall acknowledge receipt of all addenda in their submittal.

**Exceptions and Substitutions:** All submittals meeting the intent of this SOQ shall be considered for award. Offerors taking exception to the specifications/scope of work/scope of services shall do so at their own risk. The Owner 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/scope of work/scope of services. 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/scope of work/scope of services contained herein.

**Confidential Material:** All materials submitted in response to this SOQ 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**" 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 submittal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

**Response Material Ownership:** All submittals become the property of the Owner upon receipt and shall only be returned to the Offeror at the Owner's option. Selection or rejection of the submittal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any submittal received in response to this SOQ, subject to limitations outlined in the section 1.9 entitled "Confidential Material". Disqualification of a submittal does not eliminate this right.

**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 Owner.

**Open Records:** Submittals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Submittals shall be received and acknowledged only so as to avoid disclosure of process. However, all submittals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the submittal so identified by Offeror as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

**Acceptance of SOQ Terms:** An Offeror's submittal in response to this SOQ shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter 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 SOQ 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 submittal and the Owner's SOQ 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 SOQ.

**Execution, Correlation, Intent, and Interpretations:** Owner will provide the contract. By executing the contract, the Offeror represents that he/she has familiarized himself/herself with the local conditions under which the Work/Services is to be performed, and correlated his/her 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/scope of services as defined in the technical specifications and/or drawings contained herein. All drawings, specifications, and scopes copies furnished by the Owner are, and shall remain, Owner 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/services.

**Permits, Fees, & Notices:** The Offeror shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work/services. The Offeror 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/services. If the Offeror 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 Offeror 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.

**Responsibility for those Performing the Work/Services:** The Offeror shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work/services under a contract with the Offeror.

**Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Offeror for the performance of the work/services under the Contract Documents. Upon receipt of written notice that the work/services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will

promptly make such inspection and, when he finds the work/services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Offeror, of the value of work/services performed and materials placed in accordance with the Contract Documents.

**Changes in the Work/Services:** The Owner, without invalidating the contract, may order changes in the work/services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work/services 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 Offeror signed by the Owner issued after the execution of the contract, authorizing a change in the work/services or an adjustment in the contract sum or the contract time.

**Minor Changes in the Work/Services:** The Owner shall have authority to order minor changes in the work/services 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.

**Uncovering & Correction of Work/Services:** The Offeror shall promptly correct all work/services found by the Owner as defective or as failing to conform to the contract documents. The Offeror shall bear all costs of correcting such rejected work/services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work/services under the above paragraphs shall be removed from the site where necessary and the work/services shall be corrected to comply with the contract documents without cost to the Owner.

**Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.

**Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this SOQ, in whole or in part, without the prior written approval from the Owner.

**Compliance with Laws:** Submittals 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.

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

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

**Contract:** This Statement of Qualifications, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or

oral, including the submittal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.

**Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work/services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work/Scope of Services.

**Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of work/services; (3) acceptance of work/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 at least thirty days past notification.

**Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:

- The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 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.

**Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

**Expenses:** Expenses incurred by prospective proposers in preparation, submission and presentation of this SOQ are the responsibility of the Offeror and cannot be charged to the Owner.

**Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

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

**Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

**Force Majeure:** The Offeror 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 Offeror, unless otherwise specified in the contract.

**Indemnification:** Offeror shall defend, indemnify and save harmless the Owner, 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, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

**Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

**Nonconforming Terms and Conditions:** A submittal that includes terms and conditions that do not conform to the terms and conditions of this Statement of Qualifications is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

**Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

**Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

**Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this SOQ.

**Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**Venue:** Any agreement as a result of responding to this SOQ 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.

**Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to a Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this SOQ.

**Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

**Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City of Grand Junction/Town of Palisade budget approved by the City Council/Town Council for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City of Grand Junction/Town of Palisade fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

**Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

**Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

**Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.

**OSHA Standards:** All Offerors 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 Owner may require the services to be redone at no additional expense to the Owner.

**Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

**Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

**Default:** The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.



**Multiple Offers:** Offerors must determine for themselves which product/services to offer. If said Offeror chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Submittal". The Owner reserves the right to make award in the best interest of the Owner.

**Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Submittal. The quantities furnished in this submittal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

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

## DEFINITIONS

"Consultant" refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.

"Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner's SOQ.

The term "Work" or "Services" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction/services.

"Owner" is the City of Grand Junction/Town of Palisade, 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/services wherever it is in preparation and progress. The Offeror 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/services and to determine, in general, if the work/services is proceeding in accordance with the contract documents. Based on such observations and the Offeror's Application for Payment, the Owner will determine the amounts owing to the Offeror and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work/services 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 Offeror to stop the work/services or

any portion, or to require special inspection or testing of the work/services, whether or not such work/services can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Offeror, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work/services.

“Offeror” is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Offeror means the Offeror or his authorized representative. The Offeror shall carefully study and compare the General Contract Conditions of the Contract, Specification, Scope of Work, Scope of Services, and Drawings, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Offeror shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Offeror shall not commence work/services without clarifying Drawings, Specifications, or Interpretations.

## INSURANCE REQUIREMENTS - City of Grand Junction

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

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm 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:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) 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) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate

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

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) 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 Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (b), (c), and (d) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by 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.

#### **INSURANCE REQUIREMENTS – Town of Palisade**

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

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm 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:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) 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) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate

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

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) 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 Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (b), (c), and (d) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by 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.

## OVERVIEW AND INFORMATION

The City of Grand Junction and Town of Palisade are interested in hiring a professional firm(s) to provide design and construction services in collaboration with the Owner(s) for the renovation and/or improvement to the Westlake Skate Park for the City of Grand Junction, and/or the skate park located within Memorial Park for the Town of Palisade.

Both sites are in need of improvements, however, the Town of Palisade site shall require the most extensive improvements of the two.

**The responses received from interested and qualified firms shall be evaluated and ranked independently for the City of Grand Junction and for the Town of Palisade. Both awards**

**and contracts shall be exclusive to each entity, and shall be issued to the selected firm(s) by each entity. These awards and contracts shall in no way tie or bind one entity to another.**

### SOQ GOALS

It is the intent of this SOQ to provide interested skateboard park firms with sufficient information to enable them to prepare and submit statements of qualifications for the project. Based on a rating of the qualified submittals by the evaluation team, a “short list” of the most qualified firms will be developed. Only the top “short list” firms will be invited for interviews and pricing proposals.

**Pricing is not to be included with this SOQ submittal.**

### DESIGN/BUILD TEAM INFORMATION

Provide information regarding the items listed below. Include any documentation that supports your responses.

1. Company Background – Provide a concise description of your design/build team including number of years in business, and the professional services typically provided. Include a comprehensive explanation of the team’s overall capabilities, experience and qualifications for this type of project.
2. Provide a reference list consisting of at least five projects similar to the scope of this project. Provide a brief description of each project including the budget, work activities, any unique requirements to providing the professional services, and the name and telephone number of your project reference.
3. Describe in detail your perceived approach to this project, and what level of interaction/input you envision providing to the Owner and receiving from the Owner.
4. Design/Build Team qualifications and experience shall include résumé information to include the principal, assigned team manager, proposed designer(s) and any other key individuals with responsibility for providing the design/build services, as a result of this solicitation. Provide the name and a brief overview of the qualifications; including résumés, for each sub-consultant, if any, you propose to perform services on the project. Describe the sub-consultant’s role on this project and related experience. Include projects on which your firm has worked with the listed sub-consultant. Key personnel shall be committed to this project for its duration, unless excused by the Owner. All proposed replacements must be approved by the Owner prior to the substitution being made.
5. Provide detailed descriptions of past experience designing, building, and renovating skate park projects (provide at least 5).
6. Provide additional information that will demonstrate the firm’s special qualifications and abilities relative to successfully performing this project (maximum 10-15 pages). This section should include the approach and method to successfully deliver the proposed design. Any proposed cost control methods for the design/pre-construction phase of the project should also

be included and your methods to maintain quality control during the design/pre-construction and construction phases.

## **SCOPE OF SERVICES - City of Grand Junction**

**General/Background:** Westlake Skate Park was constructed in 1996 and was one of the first concrete skate parks on the Western Slope. It was the premier skate park with a concrete keyhole, bowl, and ramp system. As skateboarding has evolved, improvements are necessary to meet the needs of multiple forms of participation including long boards, short boards, BMX bikes, and other various apparatus.

### **Special Conditions/Provisions:**

**Oral Interviews:** Only respondents who demonstrate the required qualifications and experience for this project will be considered for participation in oral presentations. It is the intent of the Owner to invite three to five firms to prepare a detailed pricing proposal and participate in oral interviews for the required architectural services.

**Fees:** **DO NOT INCLUDE ANY PRICING OR FEE SCHEDULES WITH YOUR SUBMITTAL TO THIS SOQ.** If your firm is selected as one of the finalists, you may be invited for an oral interview. At that time, you will be required to provide a complete list of standard fees and payment schedule requirements in a separate sealed envelope. Any additional consultant fees must also be included. All fees will be considered by the Owner to be negotiable based on the final scope of services and deliverables. The fee proposals will not be opened by the Owner until a prospective awarded firm has been determined. Then, only the fee proposal of the successful preferred proposer will be opened. However, the Owner reserves the right to open competing fee proposals and consider their contents if a contract agreement cannot be negotiated with the number one selected firm or if it is considered in the best interest of the Owner to do so.

**Short Listed Firms:** Finalist, short listed firms, may be provided detailed questions developed by the evaluation committee during the review process that finalists will be required to respond. Additional information that may delineate the firm's ability to work within a limited timeline, in collaboration with the Owner(s) on skate park facilities may also be requested at that time. Firms will be limited to a previously determined amount of time for their presentations. It is the intent of the Owner to participate in oral interviews with a minimum of three (3) firms, but not more than five (5). Presentations should be made by principals and key personnel who can respond to any additional questions the evaluation team may pose during the oral interviews. Presentations are to be professional in nature, but concise and to the point with illustrations relevant to the firm's abilities with regard to the prospective project. Visual aids to include Power Point or other objective information that will assist the evaluation team are recommended, but not required.

Should the Owner not be able to agree on the details of the contract with the top rated firm through good-faith negotiations, they will proceed to the next highest ranked firm and enter into negotiations.

As part of the negotiation process, site visits shall be provided to the selected top rated firm(s).

**Scope of Services:**

The City desires to add concrete street style features, such as jersey barriers, ledges, A frames, rails, and similar features. Pre-fab and wood features will not be accepted. The firm designing the improvements must be the same firm conducting installation (sub-contractors will not be accepted).

Items to be completed by the City of Grand Junction:

- Continued removal of paint
- Removal of fencing **after** construction is complete
- New signage
- Concrete grinding in certain areas of need
- Removal of cattle guard
- Staging area for construction
- Additional benches on the exterior

Items required from design build firm:

- Participation in one, on-site community meeting to discuss design concepts
- Two to three preliminary design concepts for City staff to present to community (AutoCAD drawings showing 3D and aerial views)
- Design and construction completed by October 30, 2015

Concepts to explore during community participation process:

- Fill the square bowl and add features on the top
- Lessen the depth of the square bowl to allow for more beginner or intermediate use
- Keep square bowl in tact
- Add street style features on eastern portion of park

The total project budget for the City of Grand Junction project, including community meeting, design, and construction shall be no more than \$23,000.

**See attached site maps and photos.**

**SCOPE OF SERVICES – Town of Palisade**

**General/Background:** The Town of Palisade has an existing Skateboard Park located within Memorial Park at 120 W.8<sup>th</sup> Street. The site has 11,020 square feet of area contained within a paved section on the Northwest corner of the Park that measures 116 feet by 95 feet. This site is currently occupied by 3 wood frame, composite skate surface elements, 2 steel rails and 1 concrete ramp on the west side and a basketball court on the east. The Town intends to enter into a contract for design of the new park in 2016 with construction to take place in 2017.

**Special Conditions/Provisions:**

**Oral Interviews:** Only respondents who demonstrate the required qualifications and experience for this project will be considered for participation in oral presentations. It is the intent of the Owner to invite three to five firms to prepare a detailed pricing proposal and participate in oral interviews for the required architectural services.

**Fees: DO NOT INCLUDE ANY PRICING OR FEE SCHEDULES WITH YOUR SUBMITTAL TO THIS SOQ.** If your firm is selected as one of the finalists, you may be invited for an oral interview. At that time, you will be required to provide a complete list of standard fees and payment schedule requirements in a separate sealed envelope. Any additional consultant fees must also be included. All fees will be considered by the Owner to be negotiable based on the final scope of services and deliverables. The fee proposals will not be opened by the Owner until a prospective awarded firm has been determined. Then, only the fee proposal of the successful preferred proposer will be opened. However, the Owner reserves the right to open competing fee proposals and consider their contents if a contract agreement cannot be negotiated with the number one selected firm or if it is considered in the best interest of the Owner to do so.

**Short Listed Firms:** Finalist, short listed firms, may be provided detailed questions developed by the evaluation committee during the review process that finalists will be required to respond. Additional information that may delineate the firm's ability to work within a limited timeline, in collaboration with the Owner(s) on skate park facilities may also be requested at that time. Firms will be limited to a previously determined amount of time for their presentations. It is the intent of the Owner to participate in oral interviews with a minimum of three (3) firms, but not more than five (5). Presentations should be made by principals and key personnel who can respond to any additional questions the evaluation team may pose during the oral interviews. Presentations are to be professional in nature, but concise and to the point with illustrations relevant to the firm's abilities with regard to the prospective project. Visual aids to include Power Point or other objective information that will assist the evaluation team are recommended, but not required.

Should the Owner not be able to agree on the details of the contract with the top rated firm through good-faith negotiations, they will proceed to the next highest ranked firm and enter into negotiations.

As part of the negotiation process, site visits shall be provided to the selected top rated firm(s).

**Scope of Services:**

The Town will:

- Provide access to the site for the preparation of design
- Demolish all existing structures and prepare the site for construction
- Provide space for staging during construction
- Acquire all necessary permitting

The Contractor will provide the design of all elements of the new park which may include:

- Rails
- Ledges
- Pads
- Moguls
- Stairs
- Bowls
- Half Pipe
- Quarter Pipe
- Speed Bumps



- Beginners Area
- Shade Structures
- Benches

**Basis for Selection:**

- The design and construction of at least 5 projects of similar scope
- That the firm has been in existence for at least 5 years and can provide at least 3 references
- Ability to attend a mandatory pre-design meeting
- Ability to work with the Town's 2-year timeline
- Total proposed cost of design and construction\
- Preference will be given to Contractors that demonstrate the ability to assist with grant funding

The estimated project budget for the Town of Palisade project, including community meeting, design, and construction is \$200,000.

**Questions Regarding Scope of Services:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

<b>ANTICIPATED SCHEDULE OF ACTIVITIES</b>
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• Statement of Qualifications Available	April 8, 2015
• Last Day for Questions	April 17, 2015
• Addendum Posted	April 20, 2015
• Due Date for Submittals	April 24, 2015
• Review and Shortlist	April 30, 2015
• Selected Shortlist Firms Notified	May 1, 2015
• Shortlist Interviews	May 7, 2015
• Selection of Finalist (and negotiations, if required)	May 8, 2015
• Contract Award	Upon Completion of Successful Negotiations

## ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

**Submission:** Each submittal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details.

- A. **Cover Letter:** A cover letter shall be provided which succinctly explains the Offeror’s interest in the project. The letter shall contain the name/address/phone number/email address of the person who will serve as the principal contact person 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. By submitting a response to this solicitation the Offeror agrees to all requirements herein. Offeror shall also acknowledge receipt of any and all addenda.
- B. **Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the Owner and include prior experience in similar projects, specifically designing Fire Station projects. **Include all items from the “Design/Build Team Information” Section.**
- C. **Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this SOQ. Describe the proposed strategy and/or plan for achieving the objectives of this SOQ. The Firm 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 a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the SOQ objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. **Fees:** See Item titled “Fees” under the Special Conditions/Provisions section.
- E. **References:** A minimum of five (5) **references** with their names, addresses and telephone numbers that can attest to your experience in projects of similar scope and size.
- F. **Additional Data (optional):** Along requested information from the “Architectural Firm Information” section of this solicitation, provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## EVALUATION CRITERIA AND FACTORS

**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.

**Intent:** Only respondents who meet the qualification criteria will be considered. 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. The Owner reserves the right to reject any and all Statements. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the SOQ
- Understanding of the project and the objectives
- Experience designing/constructing/renovating skate park projects.
- Necessary resources
- Strategy & Implementation Plan
- Demonstrated capability and use of Controls (cost, schedule, and quality)
- References

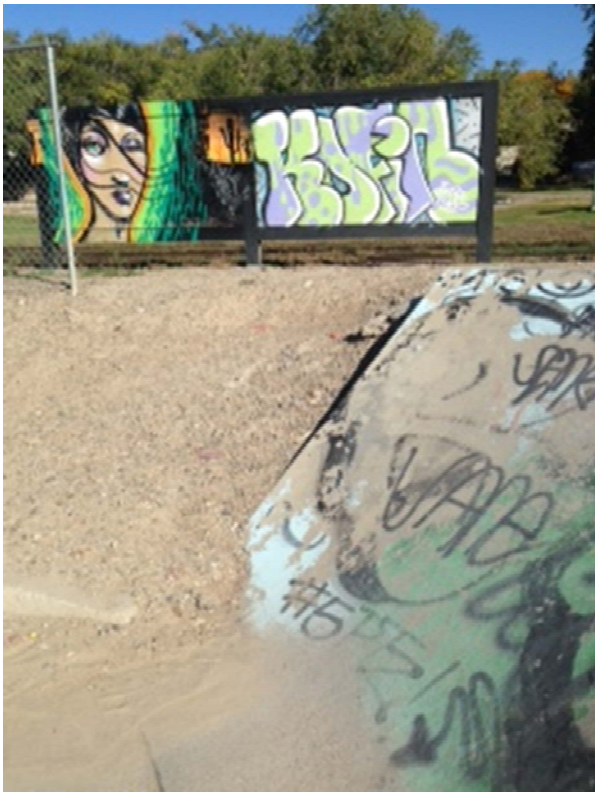
The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated. Should the Owner not be able to agree on the details of the contract with the top rated firm through good-faith negotiations, they will proceed to the next highest ranked firm and enter into negotiations.

**Oral Interviews:** It is the Owner's intent to invite three to five of the most qualified rated Offerors to participate in oral interviews.

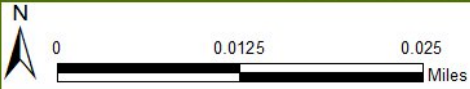
**Award:** Firms shall be ranked or disqualified based on the criteria listed herein. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Offeror.

City of Grand Junction - Existing Conditions:





City of Grand Junction

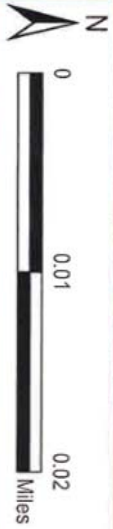


Printed: 3/27/2015

1 inch = 45 feet



# Town of Palisade Skate Park



Date: 3/16/2015

1 inch = 29 feet

