



DOWNTOWN DEVELOPMENT AUTHORITY, GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 30th day of June, 2017 by and between the Downtown Development Authority (DDA), a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and PNCI Construction, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner stated that sealed Responses 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 Design/Bulld Parklet for Downtown Development Authority RFP-4383-17-DH.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, 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:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
b. Solicitation Documents for the Project; Design/Bulld Parklet for Downtown Development Authority;
c. Contractors Response to the Solicitation
d. Work Change Requests (directing that changed work be performed);
e. Field Orders

f. Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation 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 in the Solicitation Document.

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation.

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 the Contract Documents, the **Guaranteed Maximum Price of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Downtown Development Authority Board of Directors 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 Owner. The Owner 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 Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, 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 Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. thirty days after the first publication, specifying the exact date, the Owner 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

Contract Binding: The Owner 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 Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner 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 Owner.

ARTICLE 7

Severability: If any part, portion or 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 thereover, 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, Downtown Development Authority, Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

DOWNTOWN DEVELOPMENT AUTHORITY, GRAND JUNCTION, COLORADO

DocuSigned by:
Brandon Stam, Director, DDA
By: _____
F04E1CF0F800480
Brandon Stam, Director

7/5/2017 | 15:59 MDT

Date

PNCI Construction, Inc.

DocuSigned by:
Frank P. DeSantis, President, PNCI Construction, Inc.
By: _____
8437078108C045E
Frank P. DeSantis, President, PNCI Construction, Inc.

8/30/2017 | 11:35 MDT

Date



**Request for Proposal
RFP-4383-17-DH**

**DESIGN/BUILD PARKLET FOR
DOWNTOWN DEVELOPMENT AUTHORITY**

RESPONSES DUE:

June 26, 2017 prior to 3:30pm Local
duaneh@gjcity.org

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org
970-244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, 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 EMAIL is required for this quote*****

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

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| SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL |
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- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction, on behalf of the Downtown Development Authority (DDA). All contact regarding this RFP shall be directed to:
RFP Questions:
Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org
- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide design and construction for a new Parklet project for the Downtown Development Authority (DDA).
- 1.3 The Owner:** The Owner is the Downtown Development Authority (DDA), Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Site Visit/Briefing:** A **mandatory** site visit is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the **mandatory** site visit shall not be eligible to submit a response to this RFP. **The site visit shall be held at 132 S. 5th Street, Grand Junction, CO on June 14, 2017 at 10:00am.**
- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. ***Each proposal shall be submitted in electronic format only to duaneh@gjcity.org.*** For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive.
- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 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 RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Owner.

Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically from the Purchasing Agent via e-mail. Offerors shall acknowledge receipt of all addenda in their proposal.

- 1.10 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The 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. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.11 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document 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 Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.12 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.13 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.
- 1.14 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the

Owner of non-responsiveness based on the submission of nonconforming terms and conditions

- 1.15 Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.16 Sales Tax:** City of Grand Junction/Mesa County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.17 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their 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, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The 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, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. 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, Contractor shall assume full responsibility and shall bear all costs attributable.

- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. 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.
- 2.6. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of work they shall remove all their waste materials and rubbish from and about the project, as well as all their equipment and surplus materials.
- 2.7. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when Owner 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. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.8. 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. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their 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.
- 2.9. 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. 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.
- 2.10. 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.

- 2.11. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, 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 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.
- 2.12. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.13. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.14. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.15. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.16. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.17. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.18. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.19. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.20. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the

Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.

- 2.21. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.22. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.23. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.23.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.23.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.23.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.24. 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).
- 2.25. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.26. Failure to Deliver:** In the event of failure of the Offeror to deliver 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.
- 2.27. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce

shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

- 2.28. 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.
- 2.29. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, 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.
- 2.30. 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.
- 2.31. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.32. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.33. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.34. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.35. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.36. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.

- 2.37. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.38. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.39. 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.
- 2.40. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds that are not authorized by Owner.
- 2.41. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.42. 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.
- 2.43. 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.
- 2.44. Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

- 2.45. Default:** The Owner reserves the right to terminate the contract immediately in the event the Contractor 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 Contractor.
- 2.46. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.47. 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 Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for 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.
- 2.48. Definitions:**
- 2.48.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.48.2.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.48.3.** "Contractor" is the person, organization, firm or consultant 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.
- 2.48.4.** "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.
- 2.49. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these

individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

2.50. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

2.50.1. "Public Works project" is defined as:

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

SECTION 3.0: INSURANCE REQUIREMENTS

Insurance Requirements: The selected Contractor 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 Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. 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:

(a) **Worker Compensation:** Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) **General Liability insurance with minimum limits of:**

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

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

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

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

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

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

This policy shall provide coverage to protect the 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 Contractors 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 paragraph (b) 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 Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. General/Background: The City of Grand Junction, on behalf of the Downtown Development Authority (DDA), is soliciting proposals from qualified professional design/build firms/contractors specializing in the design, development, and construction of City Parklets, for the purposes of providing design services and construction of a new Parklet to be located at 132 S. 5th Street, Grand Junction, CO.

A Parklet is an extension of the sidewalk over an on-street parking space that serves as a small public park. Parklets help create space and create areas for people gather or relax in a space that is open and accessible to all while creating a pedestrian environment that encourages activity, which can increase the vibrancy and economic activity of an area. The Grand Junction Downtown Development Authority has developed a Special Projects Grant with input from the City of Grand Junction meant to spur creative and low cost ideas like Parklets. This Parklet will serve as a Pilot Project for the DDA and City to get a better understanding of how pedestrians interact with the Parklet as well as to inform a potential

Parklet Policy for any future parklets. The DDA has granted up to \$24,000 for the design and build of the Parklet.

4.2. Special Conditions/Provisions:

4.2.1 Pricing: Pricing shall be established as “a guaranteed maximum price” of \$24,000, and shall be all inclusive to include but not be limited to: all design, labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to the site), travel, meetings, conference calls, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

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

4.2.2 Budget: The total, all inclusive, budget for this project is \$24,000. Reference Section 4.2.1 “Pricing” for details.

4.2.3 Grants: This project has been funded through a grant from the Downtown Development Authority.

4.2.4 Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

4.2.5 Licenses and Permits: Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.3.

4.2.6 Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to each of the project sites.

4.2.7 Equipment/Product/Materials Quantities: Contractor shall be responsible for determining all measurements for correctness, and all quantities/types of equipment/products/materials required for successful project completion.

4.2.8 Contractor Staging Area: Awarded Contractor shall coordinate with Owner for proposed project staging area.

4.2.9 Construction Working Schedule: Contractor shall coordinate with Owner’s Project Manager prior to construction to establish construction work schedule.

4.2.10 Time of Completion: The scheduled time of Completion for the Project is 60 Calendar Days from the starting date specified in the Notice to Proceed.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed.

4.2.11 Contract: A binding contract shall consist of: (1) the RFP and any

amendments thereto, (2) the firm's response (proposal) to the RFP, (3) clarification of the proposal, if any, and (4) the City's Purchasing Department's acceptance of the proposal by "Notice of Award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

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

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

4.3. Specifications/Scope of Services: This is a design-build project. For contractor's convenience, attached is an example of parklet styles and concepts and information for contractors to draw on for this project, as well as a current design concept for this specific project.

4.4. Site Visit/Briefing: A **mandatory** site visit is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the **mandatory** site visit shall not be eligible to submit a response to this RFP. **The site visit shall be held at 132 S. 5th Street, Grand Junction, CO on June 14, 2017 at 10:00am.**

4.5. RFP Tentative Time Schedule:

- | | |
|--|---|
| • Request for Proposal available | June 2, 2017 |
| • Mandatory Site Visit | June 14, 2017 |
| • Inquiry deadline, no questions after this date | June 16, 2017 |
| • Addendum Posted | June 20, 2017 |
| • Submittal deadline for proposals | June 26, 2017 |
| • Owner evaluation of proposals | June 27 – 29, 2017 |
| • Interviews, if required | July 7, 2017 |
| • Final selection | July 10, 2017 |
| • Contract execution | July 11, 2017 |
| • Work begins no later than | Upon Receipt of Notice to Proceed |
| • Final Completion | 60 Calendar Days from Notice to Proceed |

4.6. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@qjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: *Each proposal shall be submitted in electronic format only to duaneh@gjcity.org*. For proper comparison and evaluation, the City requests that proposals be formatted as directed. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A** to **E**.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm's interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner'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. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm's) interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm's implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. 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 portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Strategy & Implementation Plan
- Experience/Required skills
- Demonstrated capability
- References

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

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.

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

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4383-17-DH "Design/Build Parklet for Downtown Development Authority"

Offeror must submit entire Form completed, dated and signed.

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

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

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

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. Payment Terms _____.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

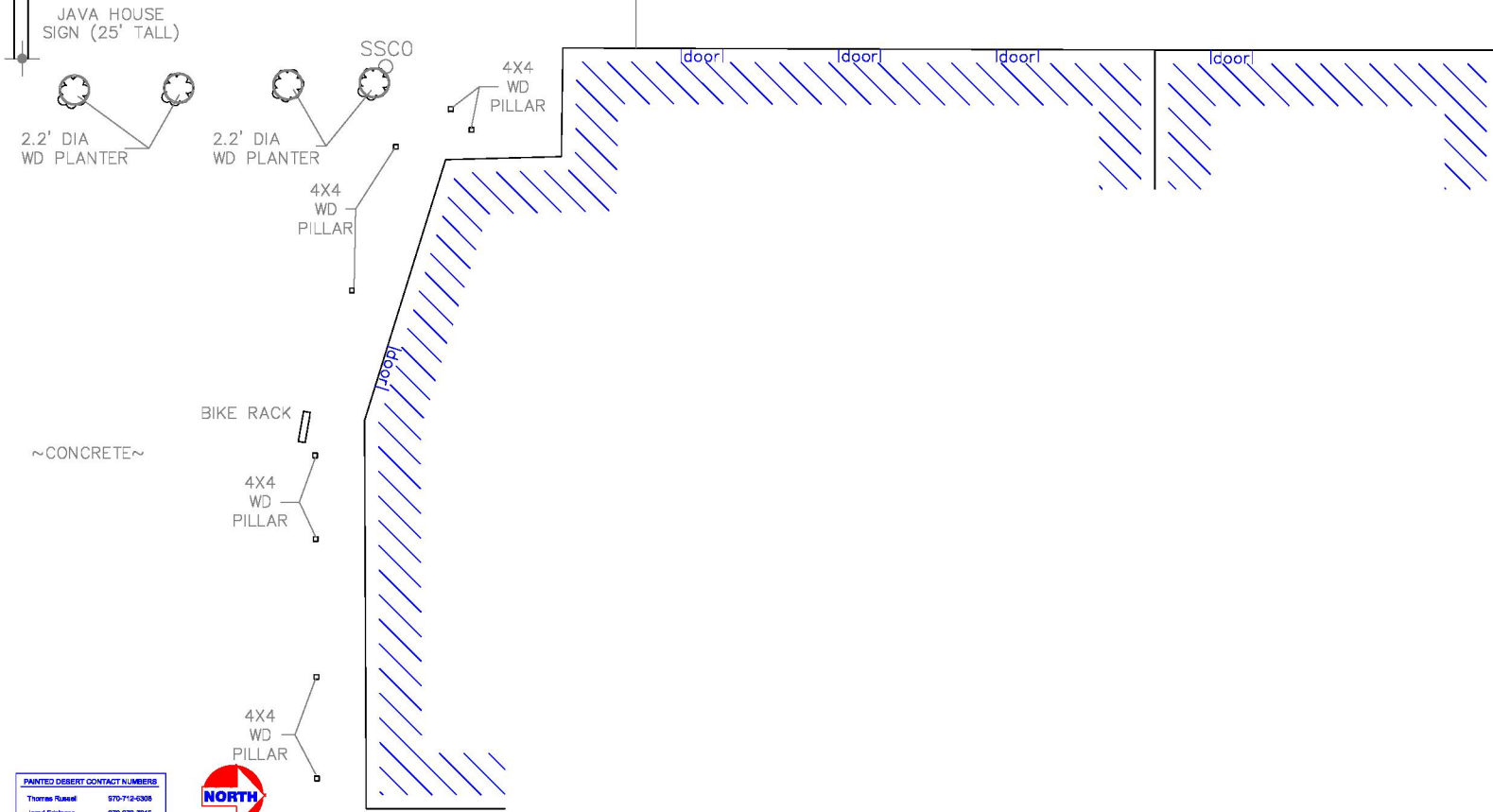
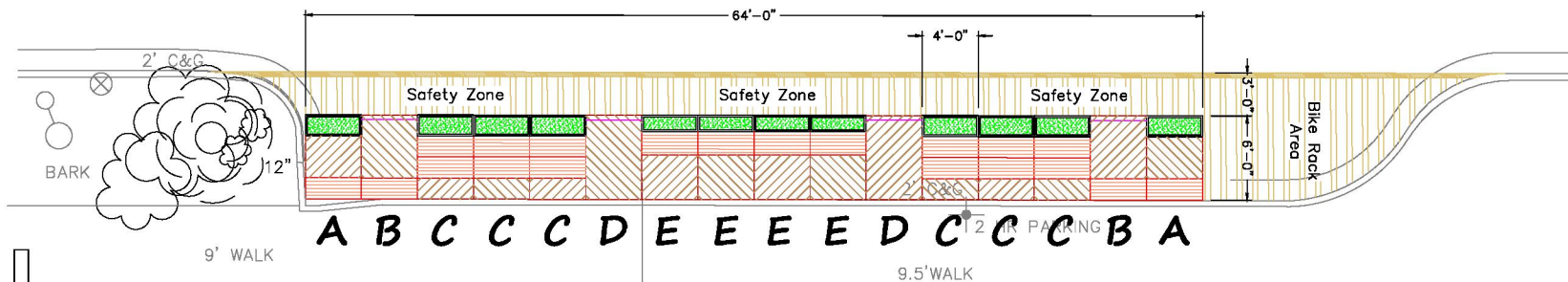
Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date



~CONCRETE~

BIKE RACK

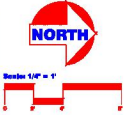
4X4 WD PILLAR

4X4 WD PILLAR



CALL 1-800-882-1987 UTILITY NOTIFICATION CENTER OF COLORADO

| PAINTED DESERT CONTACT NUMBERS | |
|--------------------------------|--------------|
| Thomas Russell | 970-712-6308 |
| James Frahtger | 970-270-7215 |
| Craig Baine | 701-798-8842 |
| Office | 970-245-5197 |



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| | |
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| Drawn By: Thomas Russell | Scale: 1/4"=1' |
| Date: 4/12/17 | Contact: Thomas Russell |
| Sheets: 1 of 1 | Revisions: |

5th Street Parklet

126 S. 5th Street
Grand Junction, Colorado

Painted Desert Landscaping, llc.

2162 Village View Court (970)245-5197 office
Grand Junction, CO 81507

LADOT

SPRING 2014

Kit of Parts for Parklets

People St



People St

For information on People St
visit **peoplest.lacity.org**
e-mail **peoplest@lacity.org**

The People St **Kit of Parts for Parklets** was created by the City of Los Angeles Department of Transportation (LADOT) in collaboration with the City of Los Angeles Departments of Public Works and City Planning, the Office of Mayor Eric Garcetti, and the Los Angeles County Metropolitan Transportation Authority (Metro).



City of Los Angeles Department of Transportation
Pedestrian Program
100 S. Main St., 9th Floor
Los Angeles, CA 90012
ladot.lacity.org

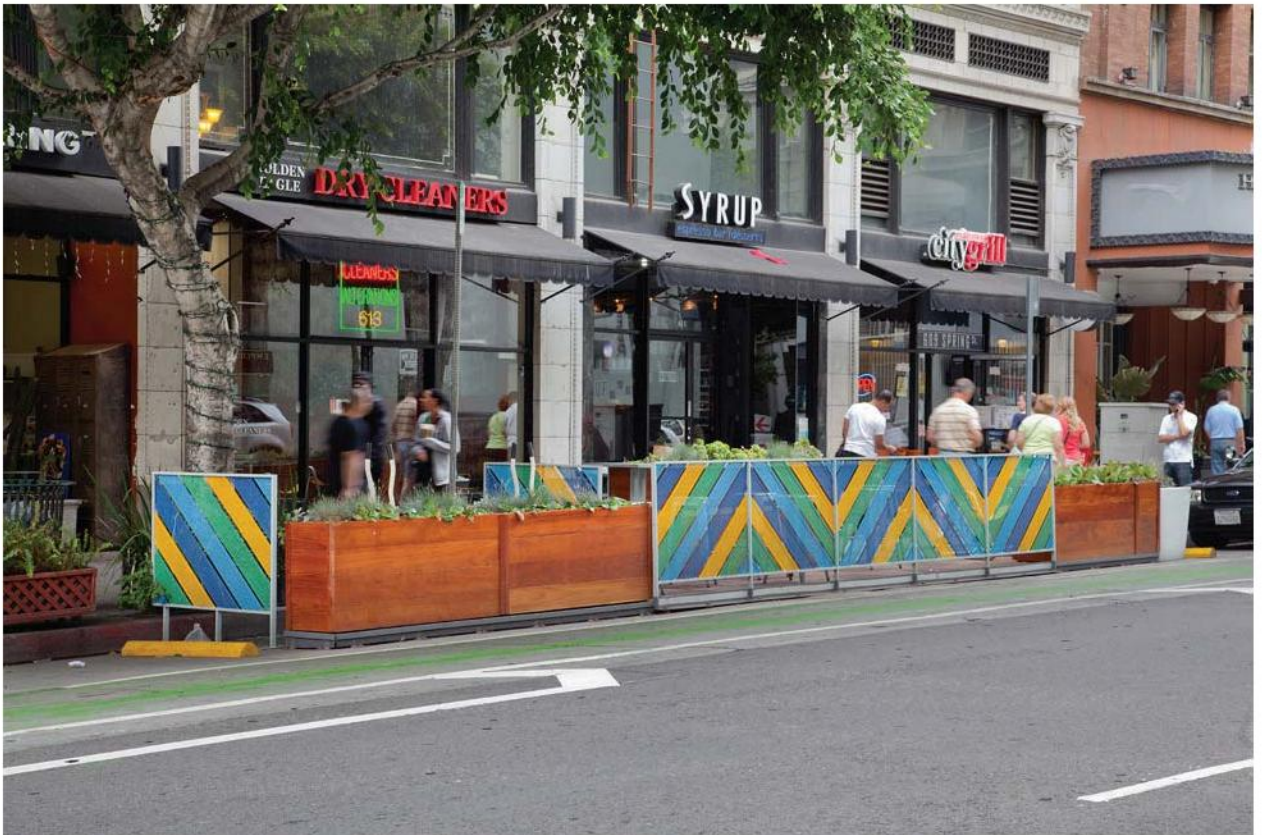
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Introduction

A Parklet is an expansion of the sidewalk into one or more street parking spaces to create people-oriented places. Parklets introduce new streetscape features such as seating, planting, bicycle parking, or elements of play. Parklets encourage pedestrian activity by providing a space that breaks from the flow of pedestrian traffic, which is especially beneficial in areas that lack sufficient sidewalk width or access to public space.

People St offers preapproved Parklet configurations for Community Partners seeking to improve their streetscapes.



Parklet in Downtown L.A. installed by the Complete Streets Working Group of the Downtown L.A. Neighborhood Council.

How to Use the Kit of Parts for Parklets

People St offers preapproved Parklet models to expedite the approval and implementation of Parklet projects. Refer to the [Parklet Application Manual](#) for information about the process of installing a Parklet. Once you have an approved site and application as a Community Partner, use this [Kit of Parts for Parklets](#) to develop the design. LADOT recommends working with a design professional and/or licensed general contractor.

Community Partners must select one of the Parklet models described in this document for their Parklet, keeping in mind specific project goals and site location.

Each Parklet model is a complete configuration with the indicated components, materials, and furnishings considered part of the preapproved design. Details and component descriptions for each configuration can be found in the [Kit of Parts for Parklets Technical Appendix](#). Options are limited to items specifically called out in this document and in the Technical Appendix. At this time, it is not possible to mix and match components between Parklet models. Community Partners must work with LADOT to arrange bicycle racks and signage components for each Parklet as described in this document.

STEP 1: CHOOSE YOUR PARKLET.

The [Kit of Parts for Parklets](#) contains 11 Parklet models, organized by three types: Sidewalk Café, Sidewalk Extension, and Landscape Lounge. Community Partners should select the model that works best for their needs.

STEP 2: CHOOSE YOUR COLOR SCHEME.

Community Partners can select from one of the three provided color schemes for the Parklets. The color scheme sets color selections for painted perimeter treatments, decking, furnishings, and roadbed graphics.

STEP 3: REVIEW ENVIRONMENTAL GRAPHICS AND COMPONENTS.

Community Partners should review the sections on Roadbed Graphics, Components, and Signage (page 22-46) to familiarize themselves with the elements that make up a Parklet.

STEP 4: CONSULT TECHNICAL APPENDIX.

The [Kit of Parts for Parklets Technical Appendix](#) includes detailed drawings for each Parklet, including standard details and module plans and sections, as well as detailed information on environmental graphics, furnishings, and components. Community Partners should use the Technical Appendix to develop required drawings for their Parklet. LADOT strongly encourages Community Partners to engage a design professional to assist with the drawings and technical aspects of their Parklet project.

STEP 5: WORK WITH LADOT.

Once a Parklet model has been selected, Community Partners must work with LADOT to complete the process.

Parklet Typologies

Parklet Types

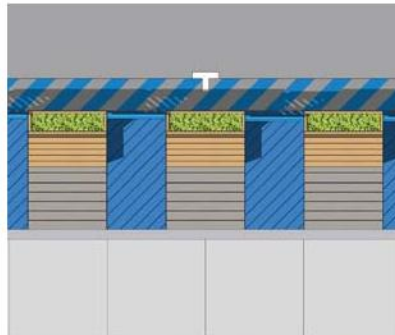
People St offers three types of Parklets: Sidewalk Café, Sidewalk Extension, and Landscape Lounge. These types provide a range of uses and amenities, allowing community organizations, business owners, and other groups the opportunity to select a Parklet design that best fits their goals and needs while complementing existing and future uses along the street. Several distinct design configurations are available within each type.



Café seating and perimeter planter boxes

SIDEWALK CAFÉ

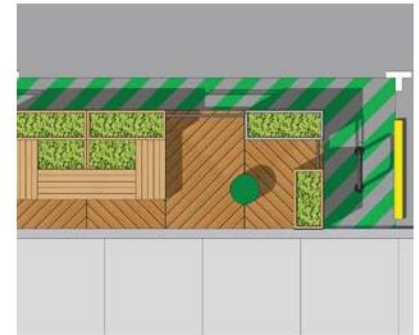
The Sidewalk Café is filled with seating and tables, providing ample spaces for lunch, sharing coffee with friends, or catching up on work.



Expanded sidewalk and new seating areas

SIDEWALK EXTENSION

The Sidewalk Extension offers pedestrians more room to get around or take a quick break on particularly narrow or busy sidewalks.



Benches with integrated planters

LANDSCAPE LOUNGE

The Landscape Lounge combines diverse seating with abundant plantings to create unique lounging opportunities.

VARYING PRICE POINTS

Understanding that different Community Partners will have different resources available, the configurations of each type are designed with varying price points in mind. Within each type, a base model is offered as a cost-effective option for Community Partners with limited budgets. More complex configurations are provided for groups with access to grants or other funding sources.

MODULAR COMPONENTS

The Parklets use modular components with standardized details to simplify construction and assembly. The base model within each type is designed to be easily constructed with materials readily available from local suppliers. The more complex models may require custom fabrication of some components and the services of experienced professionals for proper installation.

SAFETY FEATURES

Safety features are incorporated into each Parklet. Standard safety features include wheel stops, large fiberglass planters, and retro-reflective materials. Additionally, the design of each configuration considers the safety of users in the arrangement of planters, perimeter treatments, and furnishings.

Sidewalk Café

The Sidewalk Café introduces a concentration of benches, tables, and chairs to slow down the bustle of the sidewalk with a casual gathering place. The spaces are informal and relaxed, with benches and movable furnishings that accommodate both individuals and larger groups. Planter boxes along the perimeter offer a green buffer between users of the Parklets and adjacent traffic. These are spots to meet with friends to eat, work outside with a colleague on a beautiful day, or take a moment to relax and enjoy the street scene.

The configurations of the Sidewalk Café offer different approaches to communal seating. The base model mixes café tables and chairs with built-in benches. The two other configurations feature distinct seating components: in one, a long double-sided bench with integrated tables is located along the curb; a bar-height counter with movable stools is located curbside in the other.

Two half-sized models are also available, one that fits in a 20-foot parking spot and one that uses a 20-foot spot plus a portion of an adjacent red zone.



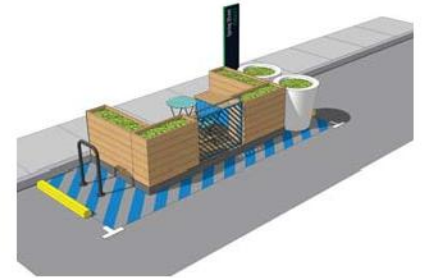
Cafe Roma Parklet in San Francisco by Rebar



NOE Parklet in San Francisco by RG-Architecture

A1/2: The Spot

The Spot offers a cozy place to sit and relax within the footprint of a single parking space. Benches and planter boxes create banquette seating that pairs with a movable café table and chair. A perforated steel perimeter and standard safety features are also included. An optional on-street bicycle rack may be installed on concrete surface with LADOT approval.



DESIGN COMPONENTS

- Wood or steel-frame deck support
- Wood or plastic lumber deck
- Wood planter boxes
- Wood benches
- Perforated or steel flat bar perimeter treatment
- Café-series furnishings
- Standard safety features

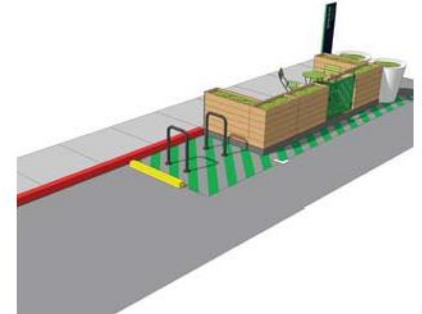




A3/4: The Pit Stop

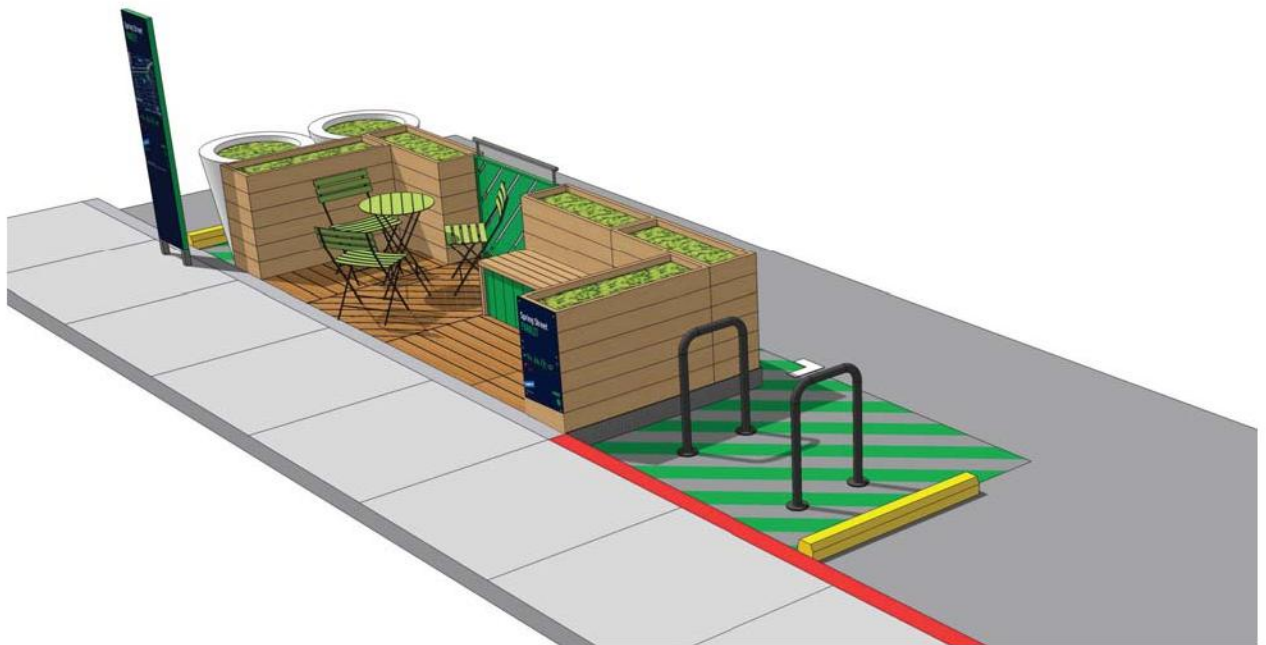
The Pit Stop combines a movable café table and chairs with a wood bench to create a momentary pause along the sidewalk. The Parklet is enclosed with wood planter boxes and a perforated steel perimeter treatment. Additionally, on-street bicycle racks may be installed on concrete surface with LADOT approval.

This Parklet is intended to use a portion of a red-curb zone adjacent to a single parking spot. Proposed sites must be evaluated and approved by LADOT to confirm that use of the red curb zone is acceptable.



DESIGN COMPONENTS

- Wood or steel-frame deck support
- Wood or plastic lumber deck
- Wood planter boxes
- Wood benches
- Perforated-steel perimeter treatment
- Café-series furnishings
- Standard safety features



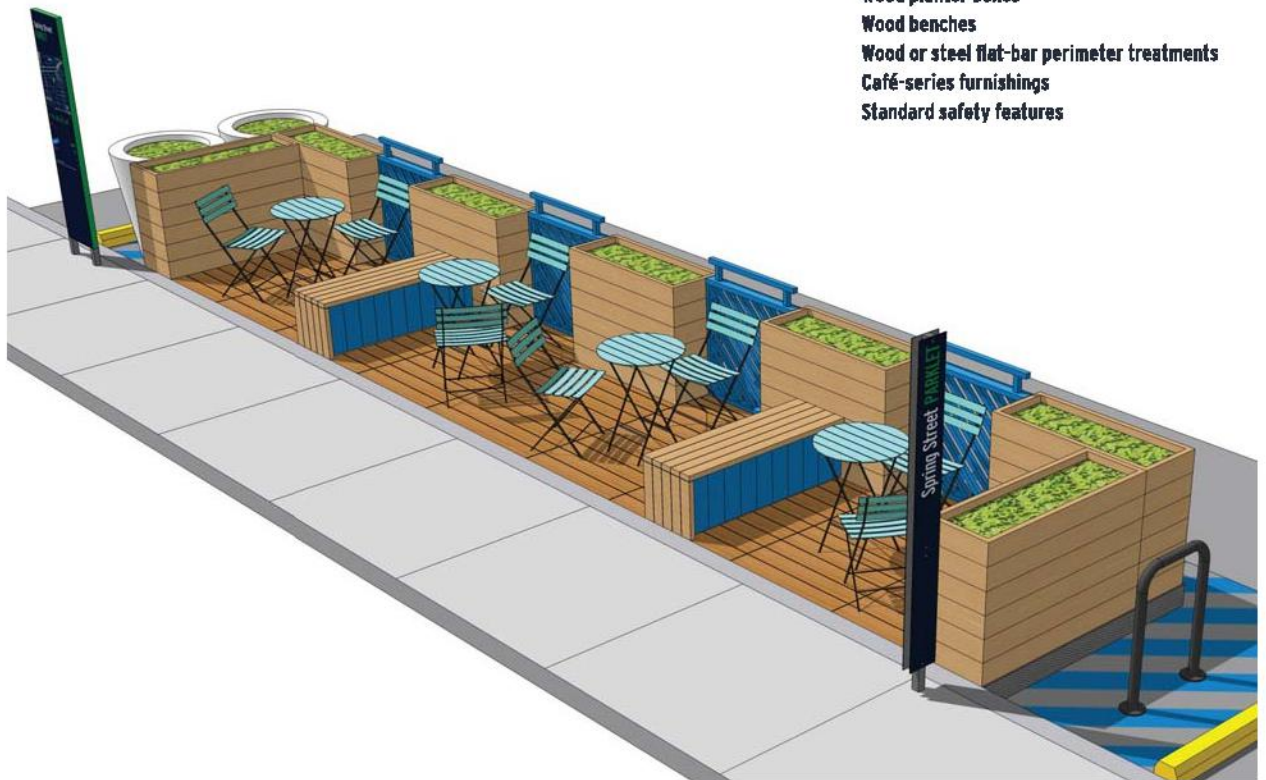
A1: The Café

In the Café, movable café tables and chairs alternate with wood benches, creating multiple possible seating options. Tables and chairs can be pushed together or pulled up to a bench for a group. Individuals might find a spot on a bench or grab a single chair and table. Wood planter boxes and a wood or steel flat bar perimeter treatment enclose the Parklet.



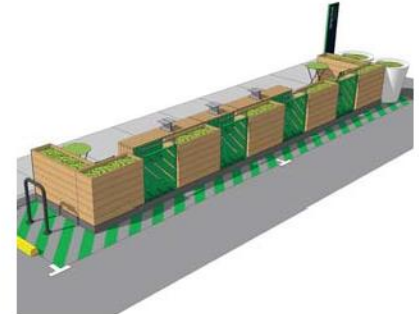
DESIGN COMPONENTS

- Wood or steel-frame deck support
- Wood or plastic lumber deck
- Wood planter boxes
- Wood benches
- Wood or steel flat-bar perimeter treatments
- Café-series furnishings
- Standard safety features



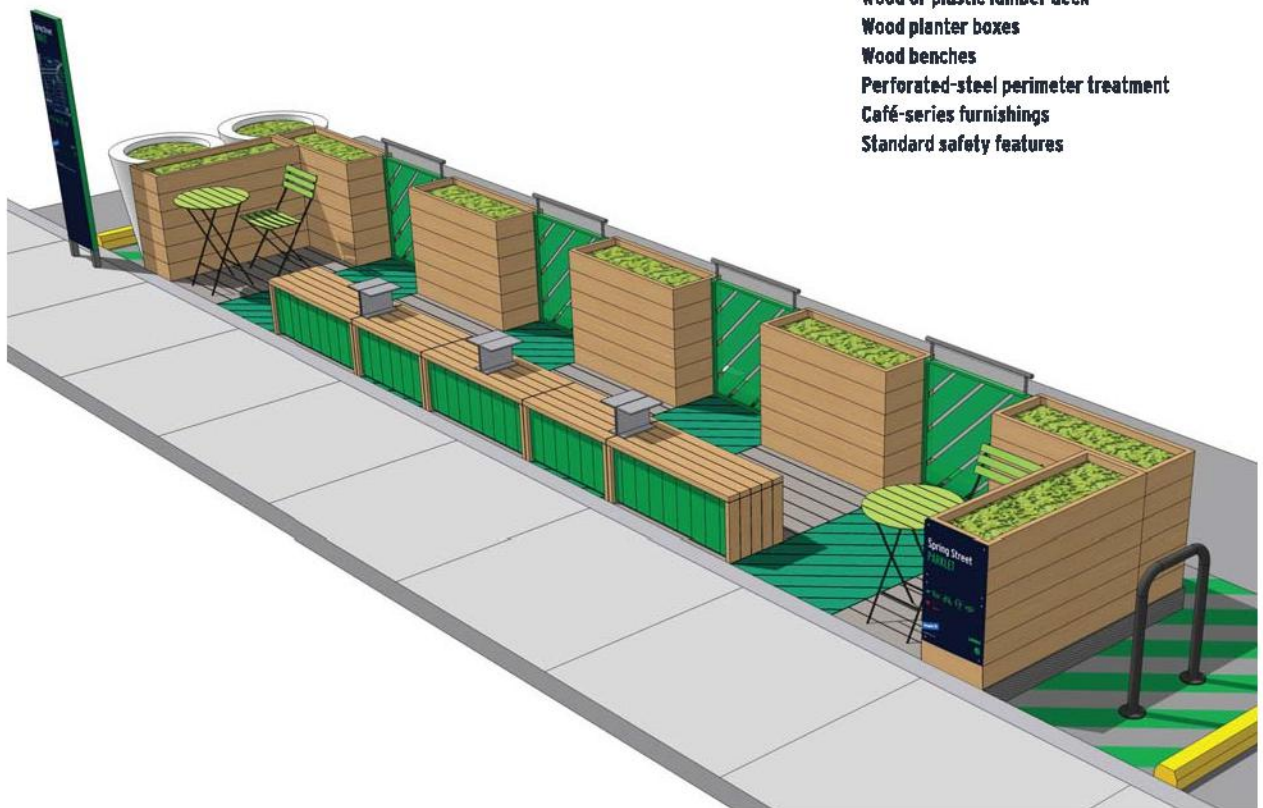
A2: The Curbside Bench

A long bench, measuring 18 feet in length, is the focal point of this Parklet. Located along the curb edge, this double-sided bench allows users to sit facing either the sidewalk or the street. Integrated tables break up the length of the bench, which provides a spot for coffee or lunch with a friend. Environmental graphics may be located on the vertical faces of the bench.



DESIGN COMPONENTS

- Wood or steel-frame deck support
- Wood or plastic lumber deck
- Wood planter boxes
- Wood benches
- Perforated-steel perimeter treatment
- Café-series furnishings
- Standard safety features



A3: The Counter

Inspired by one of the pilot Parklets located on Spring Street in Downtown L.A., this Parklet features a bar-height counter located curbside, flanked by movable tables and chairs. The counter can be used in many ways: as a lunch counter in the afternoon, as a meet-up table in between destinations, or as a spot for chatting with passersby in the evening.



DESIGN COMPONENTS

- Wood or steel-frame deck support
- Wood or plastic lumber deck
- Wood and steel planter boxes
- Perforated steel perimeter treatment
- Café-series furnishings
- Standard safety features



Sidewalk Extension

The Sidewalk Extension expands the width of the sidewalk to provide much-needed space for narrow or busy sidewalks. Parklets offer more room for pedestrians en route to their destinations as well as comfortable places to sit and relax. Benches and furnishings are located generally along the perimeter of the Parklet, allowing the sidewalk to flow into the Parklet deck.

Each of the three configurations of the Sidewalk Extension features a distinct bench component. The base model features wood benches with integrated planter boxes. An angled bench and a long bench with built-in tables define the other two models.



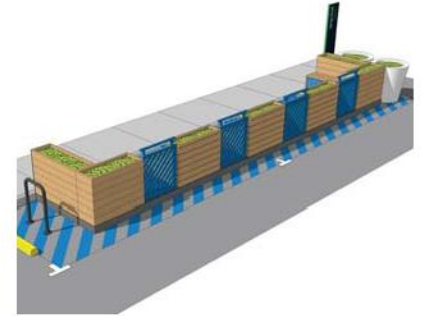
Parklet in San Francisco by Walter Hood



Robson Street Parklet in Vancouver, B.C.

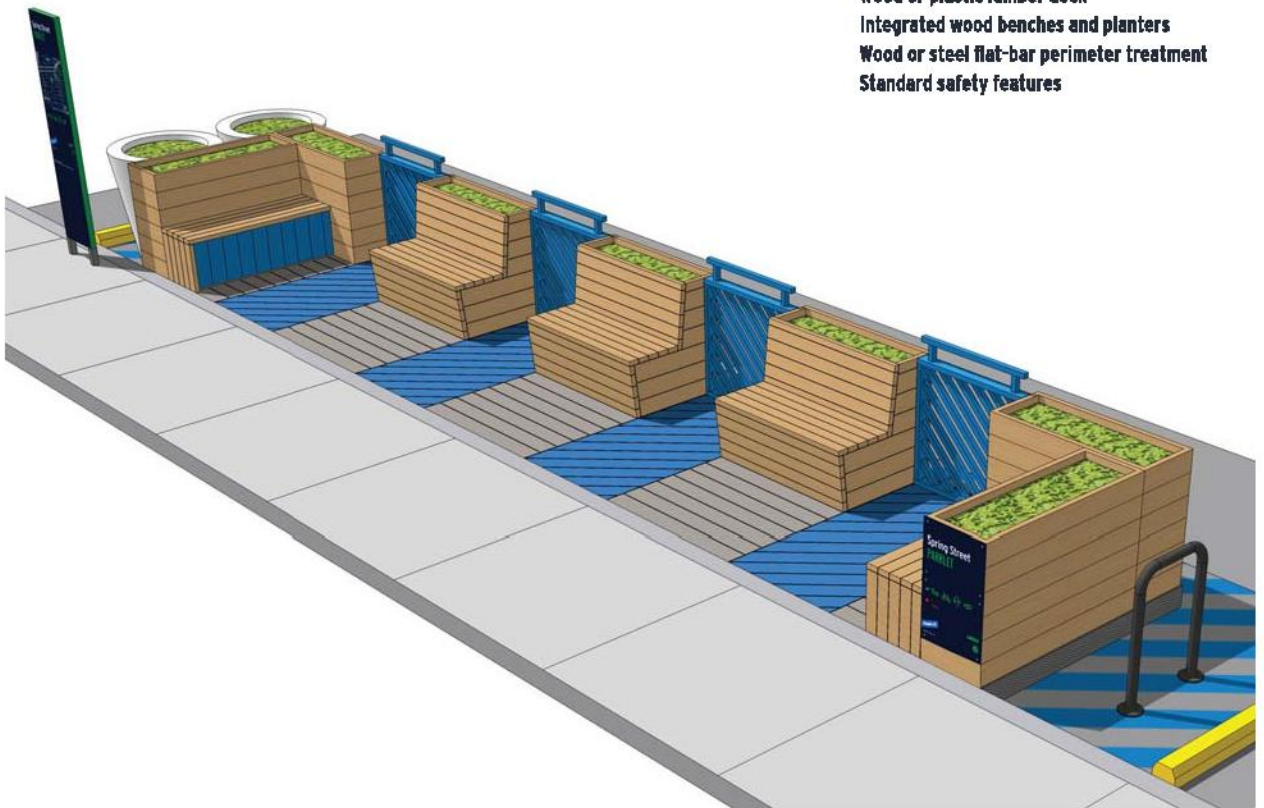
B1: The Sidewalk

The base model for the Sidewalk Extension Parklet type is comprised of a series of benches with integrated planter boxes located around the outer edges of the Parklet. The benches alternate with wood-perimeter treatments to create a visually permeable space.



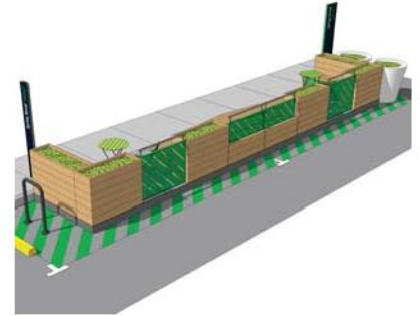
DESIGN COMPONENTS

- Wood or steel-frame deck support
- Wood or plastic lumber deck
- Integrated wood benches and planters
- Wood or steel flat-bar perimeter treatment
- Standard safety features



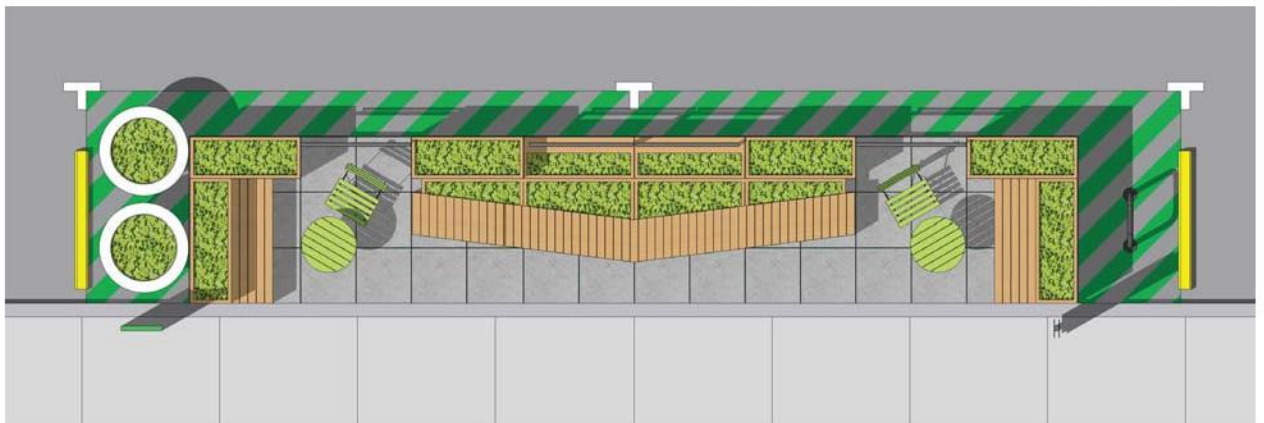
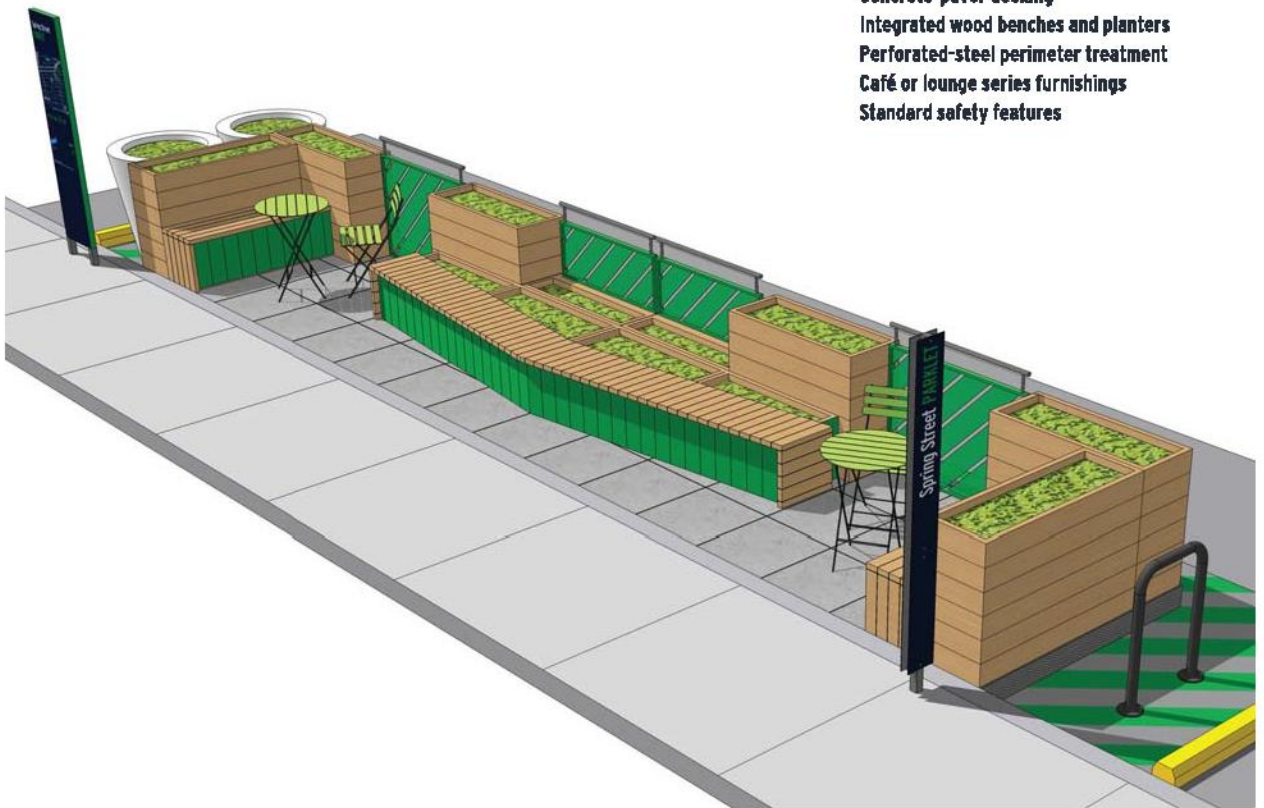
B2: The Diagonal

A diagonal bench creates unique vantage points for taking in street scenes. The triangular shape also offers added spots for plantings.



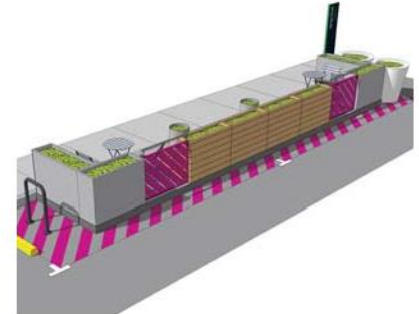
DESIGN COMPONENTS

- Pedestal deck supports
- Concrete-paver decking
- Integrated wood benches and planters
- Perforated-steel perimeter treatment
- Café or lounge series furnishings
- Standard safety features



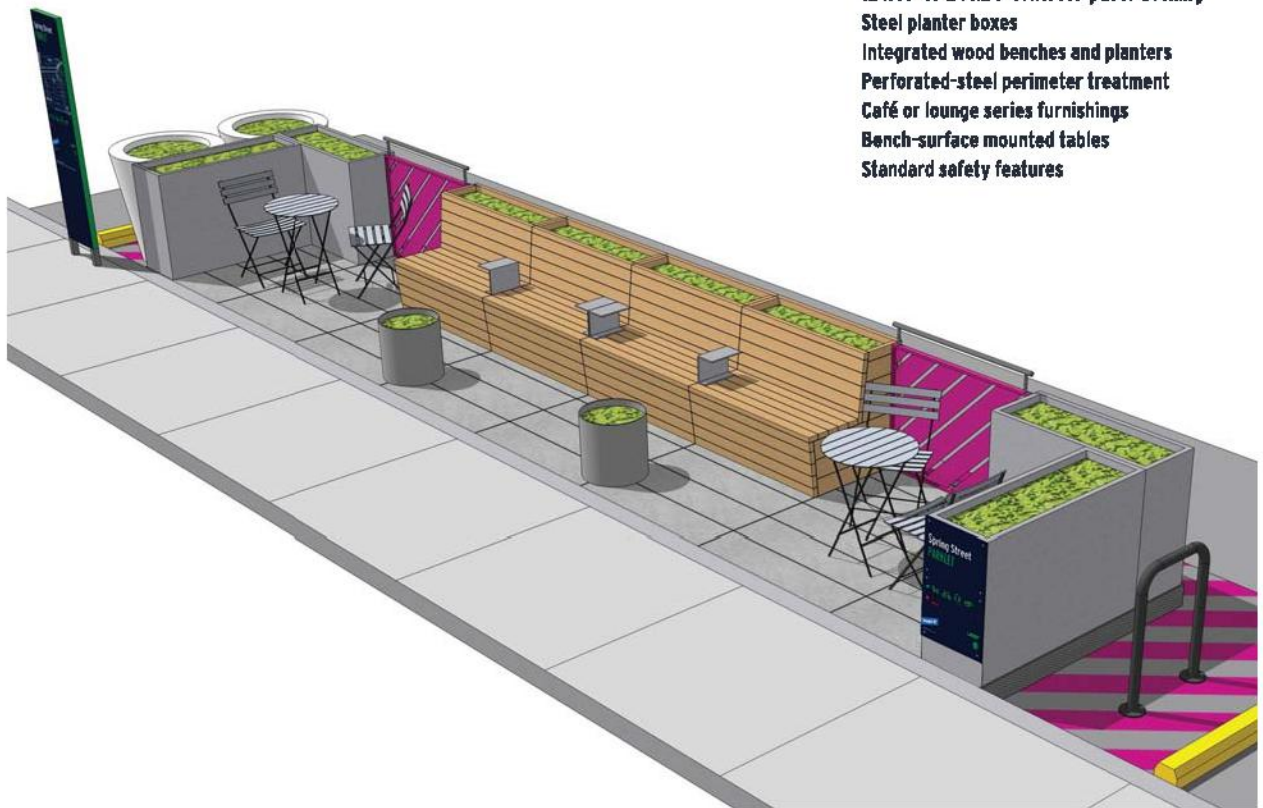
B3: The Streetside Bench

The main component of this Parklet is a 16-foot-long bench with integrated tables located along the streetside. The spacing of the tables allows for the benches to be used by individuals or couples. Additional features include movable tables and chairs, metal planter boxes, perforated-steel perimeter treatments, and large-scale precast concrete pavers.



DESIGN COMPONENTS

- Pedestal deck supports
- 12'x48" or 24'x24" concrete-paver decking
- Steel planter boxes
- Integrated wood benches and planters
- Perforated-steel perimeter treatment
- Café or lounge series furnishings
- Bench-surface mounted tables
- Standard safety features



Landscape Lounge

Sometimes the best places to sit aren't really seats. The Landscape Lounge takes its design cues from the unintentional opportunities for seating found in urban environments: steps of a building, edges of planters, or slopes of a knoll. These Parklets provide fun and unique ways of inhabiting public space with seating at different levels, sitting rounds in an informal arrangement around a planter, and even an inclined plane—all conditions that encourage interactions between users.



Parklet in San Francisco

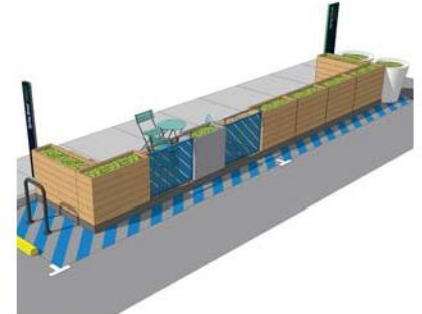
The three configurations each take on a particular place for sitting: on steps, around a planter, or on a slope.



Picurbia in Vancouver by Loose Affiliates

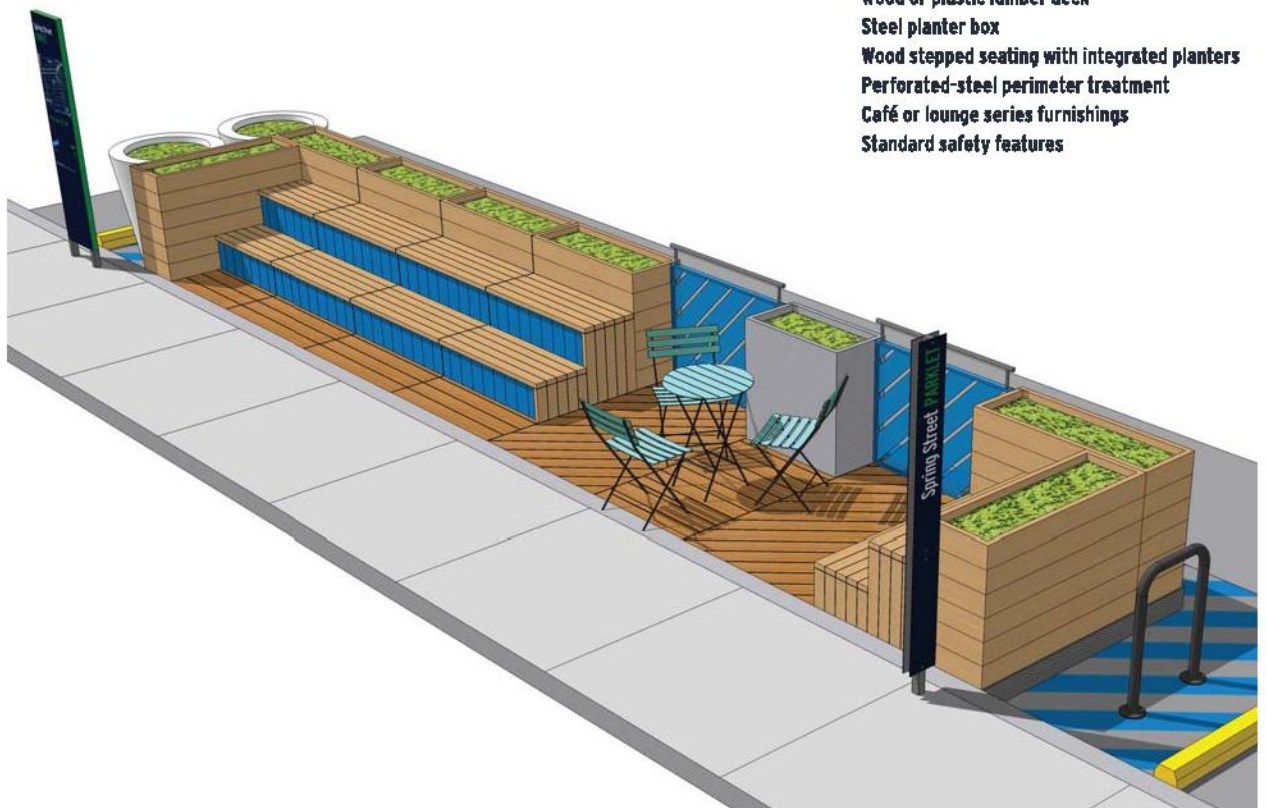
C1: The Steps

This Parklet features a pair of stepped seating elements, one oriented toward the sidewalk and another that allows views up the street.



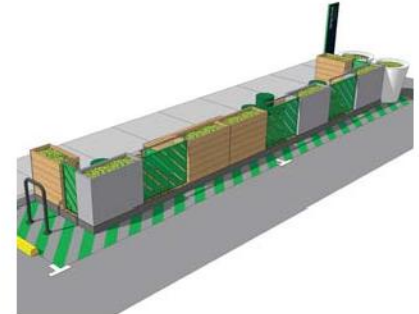
DESIGN COMPONENTS

- Wood or steel-frame deck support
- Wood or plastic lumber deck
- Steel planter box
- Wood stepped seating with integrated planters
- Perforated-steel perimeter treatment
- Café or lounge series furnishings
- Standard safety features



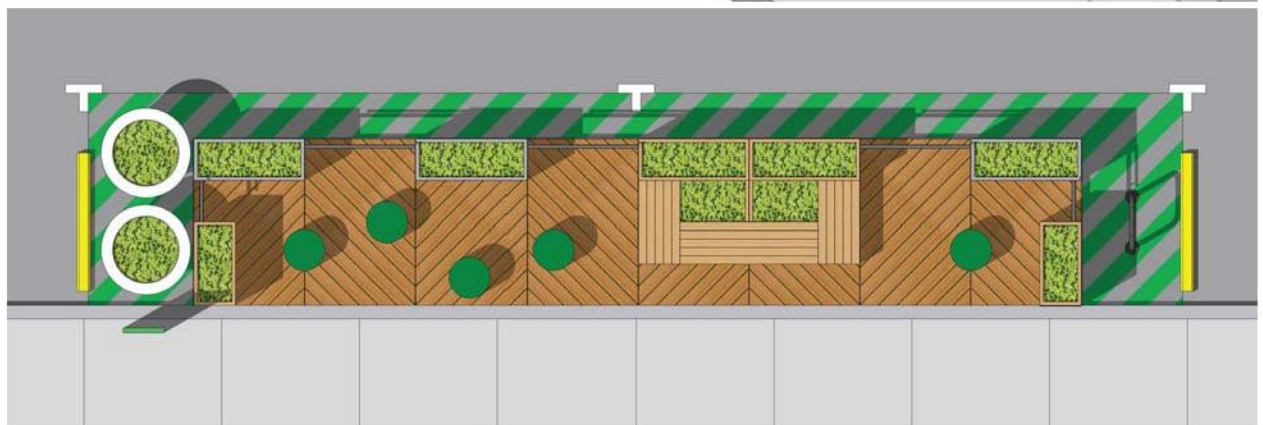
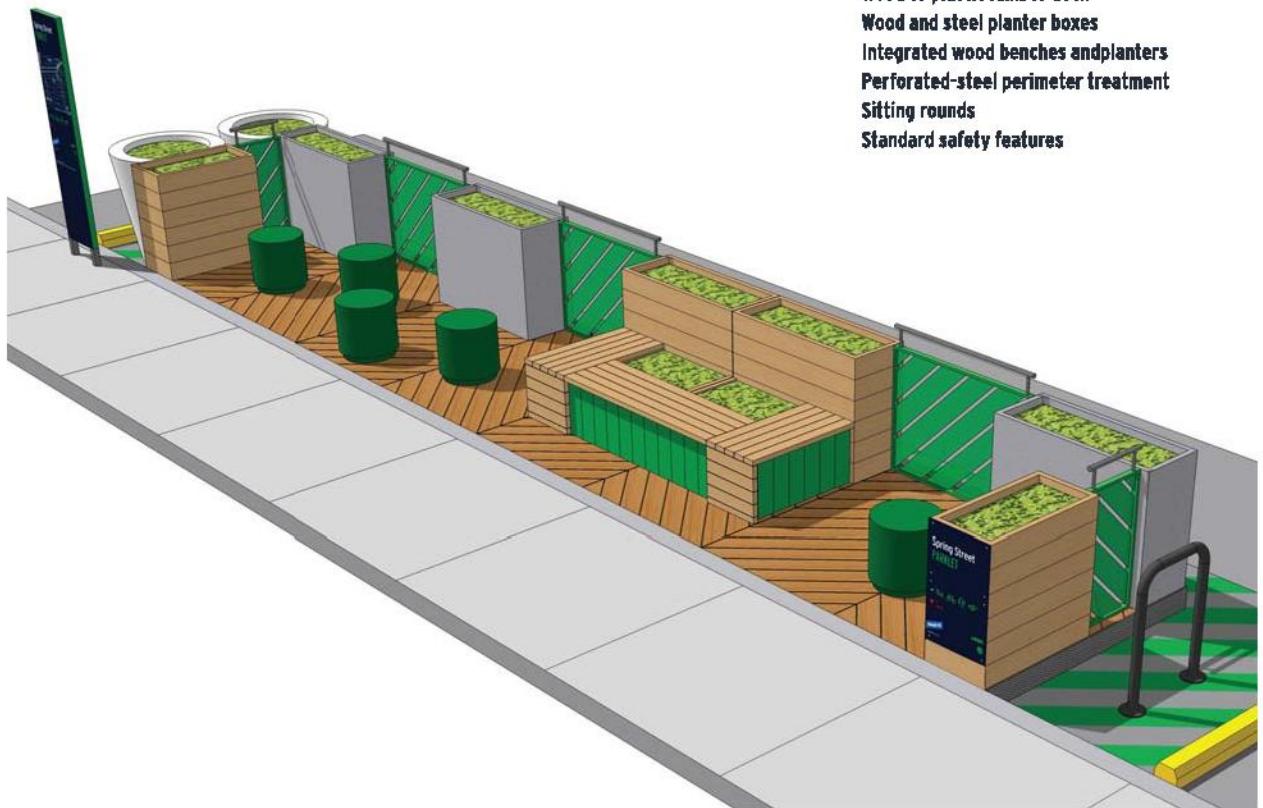
C2: The Planter

Inspired by the pilot Parklet on York Boulevard in Highland Park, this Parklet features a U-shaped bench around a planter and a group of individual sitting rounds.



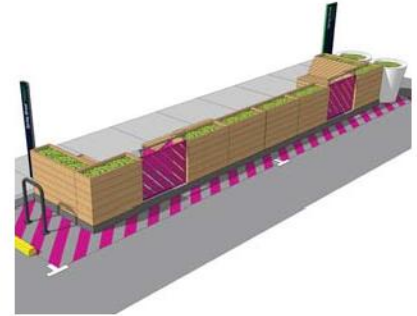
DESIGN COMPONENTS

- Wood or steel-frame deck support
- Wood or plastic lumber deck
- Wood and steel planter boxes
- Integrated wood benches and planters
- Perforated-steel perimeter treatment
- Sitting rounds
- Standard safety features



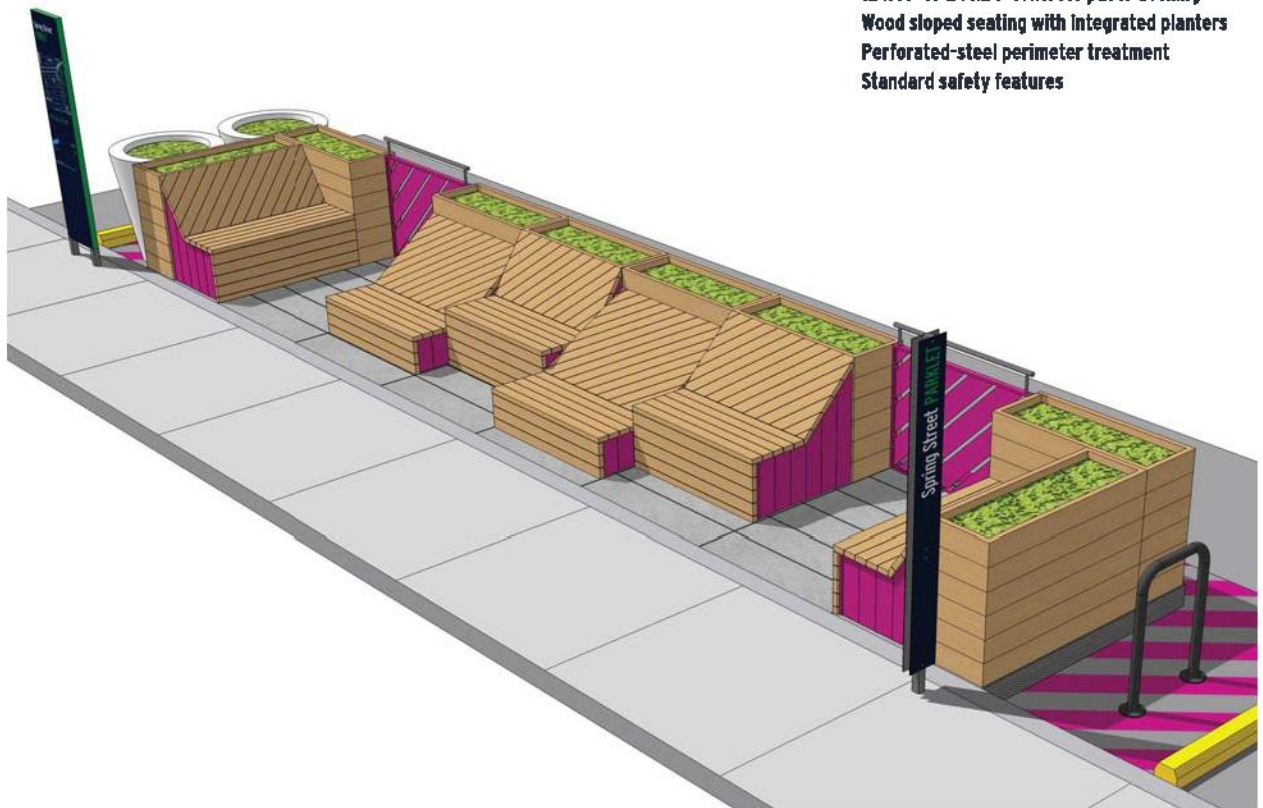
C3: The Slope

A series of inclined planes surrounded by plantings offer a place to lay back and read a book or perhaps just to enjoy the sky.



DESIGN COMPONENTS

- Pedestal deck supports
- 12'x48" or 24'x24" concrete paver decking
- Wood sloped seating with integrated planters
- Perforated-steel perimeter treatment
- Standard safety features



Roadbed Graphics

Roadbed Graphics

Roadbed graphics mark the area of the parking space around the Parklet. This serves to alert motorists to the Parklet perimeter as well as to brand the Parklets with a playful graphic presence. Due to limited surface area, stripes are the only patterns used on the Parklet roadbed.



Single-color pink-stripe pattern applied to the Parklet roadbed at the York Boulevard Parklet in Highland Park.

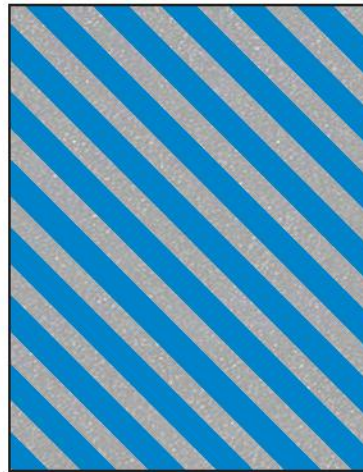


Dual-color green-stripe pattern applied to the Parklet roadbed at the York Boulevard Parklet in Highland Park.

Patterns on Roadbed: Stripes

Patterns can be created using either a single- or dual-color approach. See the [Kit of Parts for Parklets Technical Appendix](#) for pattern and color template.

SINGLE COLOR DIRECTLY ON ROADBED



DUAL-COLOR PATTERN



Material Options for Roadbed Graphics

The roadbed graphics will demarcate the space of the Parklet with a bold stripe pattern, visually delineating the reclaimed section of the street as a new pedestrian-oriented space.

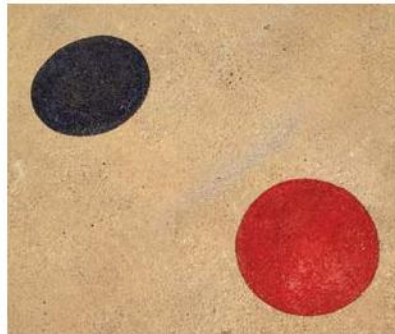
Installed directly on the street surface, the roadbed graphics must be durable, outdoor grade, and weather resistant. Material options include paint, thermoplastic, and epoxy decomposed granite (epoxy DG) or other aggregate.



Painted roadbed at Sunset Triangle Plaza

PAINT

Paint is an economical choice for the roadbed graphics. Paint materials are readily available from local suppliers and relatively straightforward to install using the templates found in the [Kit of Parts for Parklets Technical Appendix](#). While affordable, paint may fade and show wear over time and therefore may need to be refreshed on an annual basis.



Epoxy DG mock-up

EPOXY DG OR OTHER AGGREGATE

Epoxy DG is a composite surface made of decomposed granite suspended in an epoxy resin. A durable material often found in public parks, epoxy DG adds a discernible texture to the roadbed, changing both the look and feel of the reclaimed section of the street. Epoxy DG is generally more expensive than paint or thermoplastic and requires prior experience with the material for proper installation. Other aggregates are also an option.



Thermoplastic traffic paint

THERMOPLASTIC

Thermoplastic is a durable material typically used on both asphalt and concrete for pavement markings such as crosswalks, arrows, and lane markings. Thermoplastic is generally available in both preformed shapes and rolls in a range of colors. Most thermoplastic materials require heat to adhere to the street surface.

Components

Parklet Components

The Parklets use modular components with standardized details to simplify construction and assembly. The base model within each type is designed to be easily constructed with materials readily available from local suppliers. More complex models may require custom fabrication of some components and the services of experienced professionals for proper installation.

Consult the [Kit of Parts for Parklets Technical Appendix](#) for details and product cutsheets.



Parklet in Downtown L.A.

Deck Support System

The deck support system sits on the street and provides the structural foundation for the Parklet. It allows for proper drainage under the deck (for stormwater runoff), creates a level deck surface that aligns with the adjacent sidewalk, and allows for removal of the Parklet when necessary.



Wood-frame construction of Parklet

WOOD FRAME

A wood-frame deck support system is framed similarly to a floor: pressure-treated wood or plastic lumber members spaced at regular intervals act as joists that support the structure above and allow for the attachment of wood or plastic lumber decking. A wood-frame system can be completely site built or prefabricated in modules that are fastened to one another in the field. Materials for a wood frame are generally readily available from local suppliers; connection and assembly details are typical for wood construction. To maintain drainage and allow for a level deck, a wood frame is lifted off of the street surface using point supports.



Steel-frame Parklet in Philadelphia

STEEL FRAME

A steel frame deck support system uses the strength of steel to span between the curb and an adjustable point support at the street edge of the Parklet; no intermediary supports are required. Comprised of four by six-foot modules, a steel frame is fabricated off-site; the modules are then connected to one another in the field. A minimal amount of material is required for a steel frame, but a certified welder is required for the fabrication of the modules.



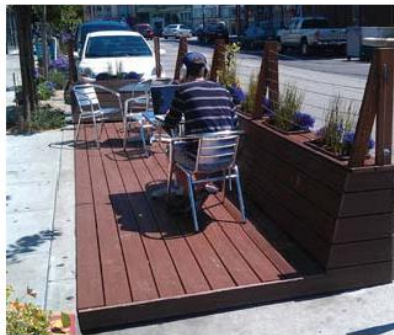
Pedestal supports at a Parklet in Los Angeles

PEDESTAL

A pedestal system, typically used for roof decks, provides a series of adjustable point supports that directly support the decking materials above (generally wood tiles or precast concrete pavers). Pedestals are arranged in a grid with pedestals located at the corners of the tiles/pavers; some larger deck tiles may require intermediary supports. Compared to other deck support systems, a pedestal system is relatively expensive and requires experienced labor for proper installation.

Decking

The decking is the “floor” of the Parklet and must be durable enough to withstand the wear and tear of a public space. The choice of the decking material also impacts the feel of the Parklet. A wood deck can be an unexpected material—and a welcome surprise—on a city street, while a concrete paver deck can be used to make a statement, letting the user know that the Parklet is an extension of the adjacent concrete sidewalk.



WOOD DECKING

Wood is a readily available and relatively inexpensive material, making it a desirable choice for decking. A wood deck, however, generally may show more wear than concrete pavers. Standard dimension wood decking can be installed on a wood or steel frame; specialty wood tiles are required for a pedestal support system.

PLASTIC LUMBER

Plastic lumber is a 100% recyclable material made of recycled plastic and available in standard lumber and timber dimensions. Widely employed in outdoor decking and park furniture, plastic lumber is waterproof, resistant to rot and mold, and less susceptible to cracking and splitting when installed properly. Plastic lumber behaves like wood and can be worked and installed using conventional woodworking tools and methods. The material also requires minimal maintenance and is available in a variety of colors.

CONCRETE PAVERS

Precast concrete pavers are a durable and economical material that can be installed on a pedestal support system. A regular grid of 24 x 24-inch pavers is usually the most efficient arrangement for a pedestal system because the size of the material and the grid arrangement typically do not require intermediate supports.

Elongated 12 x 48-inch concrete pavers can be used for a desirable aesthetic effect. The size of the pavers may require intermediate supports and therefore increase the cost of the deck system.

Planter Boxes and Plantings

Planter boxes help define the perimeter of the Parklet and provide space for landscape. Typical details for planter boxes are available in the [Kit of Parts for Parklets Technical Appendix](#).



WOOD PLANTER

Wood planter boxes are an economical choice that can be built out of readily available materials or purchased from local suppliers. Preferred material options include FSC certified redwood and western red cedar. Wood boxes can be treated with a clear sealant or painted to create a unique environmental graphic.

STEEL

Steel is another material option for planter boxes. These boxes are built in a manner similar to the wood planter boxes and then clad with steel sheeting.

PLANTINGS

Plantings should be native species and drought tolerant to minimize the need for watering. Dense plants should be less than six inches in height; grasses and other less dense plants can be taller. Plant material shall not impede or hinder pedestrian and vehicular visibility. No plants shall have thorns, spikes, or sharp edges. Poisonous or invasive plants are not permitted.

A suggested plant list is included in the [Kit of Parts for Parklets Technical Appendix](#).

Benches and Furnishings

Benches for the Parklets are custom built from typical details. The structure for the benches is a wood frame with wood or recycled plastic lumber as the primary finish material. In the Parklet types, benches are configured in an assortment of shapes and sizes, often with integrated planters or tables. Despite this formal variety, all of the benches are constructed in a similar manner from the same type of materials offered. All elements/site furnishing in the Parklets and Plazas should meet ADA accessibility.



WOOD

Wood is the most common finish material for benches. Preferred material options include FSC certified redwood and western red cedar. To protect against weathering and graffiti, wood benches can be treated with a clear sealant or painted to create a unique environmental graphic.

PLASTIC LUMBER

Plastic lumber is a 100% recyclable material made of recycled plastic and available in standard lumber and timber dimensions. Widely employed in outdoor decking and park furniture, plastic lumber is waterproof, resistant to rot and mold, and less susceptible to cracking and splitting when installed properly. Plastic lumber behaves like wood and can be worked and installed using conventional woodworking tools and methods. The material also requires minimal maintenance and is available in a variety of colors.

FURNISHINGS

A selection of furniture options is available for the Parklets. Offerings include cafe tables and chairs, lounge seating, and other options. See the [Kit of Parts for Parklets Technical Appendix](#) for more information.

Parklet Perimeter

The Parklet perimeter treatment encloses the designated space. Located between planter boxes, these treatments are visually permeable to allow views into the Parklet from the street. All perimeter treatment options are built from standard details.



WOOD

Wood perimeter treatments are custom built per standard technical details. Wood can be treated with a clear sealant or painted.

STEEL

Two steel perimeter treatments are available: one built with steel flat bars, the other with perforated steel panels on a steel frame. Both are a durable and aesthetically pleasing perimeter treatment. The perforated steel panel treatment, shown above, is more costly than other options.

BASE PERIMETER

The edge of the Parklet deck must be enclosed with a perforated or screen material to prevent debris from collecting under the deck while still allowing for proper stormwater drainage. The deck perimeter also has an aesthetic benefit, providing a finished edge to the Parklet. Perforated steel panels are a good choice for the deck perimeter: the material is durable, a range of perforation sizes and patterns are available, and the panels can be painted to create a finished look. Perforated steel panels should be a minimum thickness of 12 gauge to prevent sagging, denting, or other damage. One disadvantage of perforated steel is the difficulty to field cut the material to follow the slope of the street.

Parklet Safety Features

A standard set of safety features are required for each Parklet. These features include safety planters, wheel stops, and retro-reflective materials.



SAFETY PLANTERS

Fiberglass safety planters provide a physical barrier at the end of Parklet, helping to prevent vehicular intrusions. Safety planters should weigh a minimum of 700 pounds when full. Planters can be outfitted with reflective tape for added visibility at night.

WHEEL STOPS

Wheel stops are surface mounted to the roadbed at both ends of the Parklet. The wheel stops help protect the Parklet from vehicles parking in adjacent parking spots.

REFLECTIVE TAPE

Retro-reflective tape improves the visibility of the Parklet. Tape can be applied to safety planters, along the base of the Parklet, and/or at the bottom edge of planter boxes.

Bicycle Parking

Bicycle parking can be incorporated into a Parklet in a variety of ways. Meter heads can be replaced with meter hitches where feasible. For locations with concrete roadbeds, standard inverted-U bicycle racks may be installed on the roadbed adjacent to the Parklet. Bicycle racks may also be installed on adjacent sidewalks through the LADOT Sidewalk Bicycle Parking Program.

Community Partners should consult with LADOT to determine the appropriate locations for bicycle racks on their selected sites. LADOT must approve all locations of bicycle racks and installations to conform to LADOT's standard details.



LADOT meter hitch in Downtown L.A.



LADOT inverted-U rack

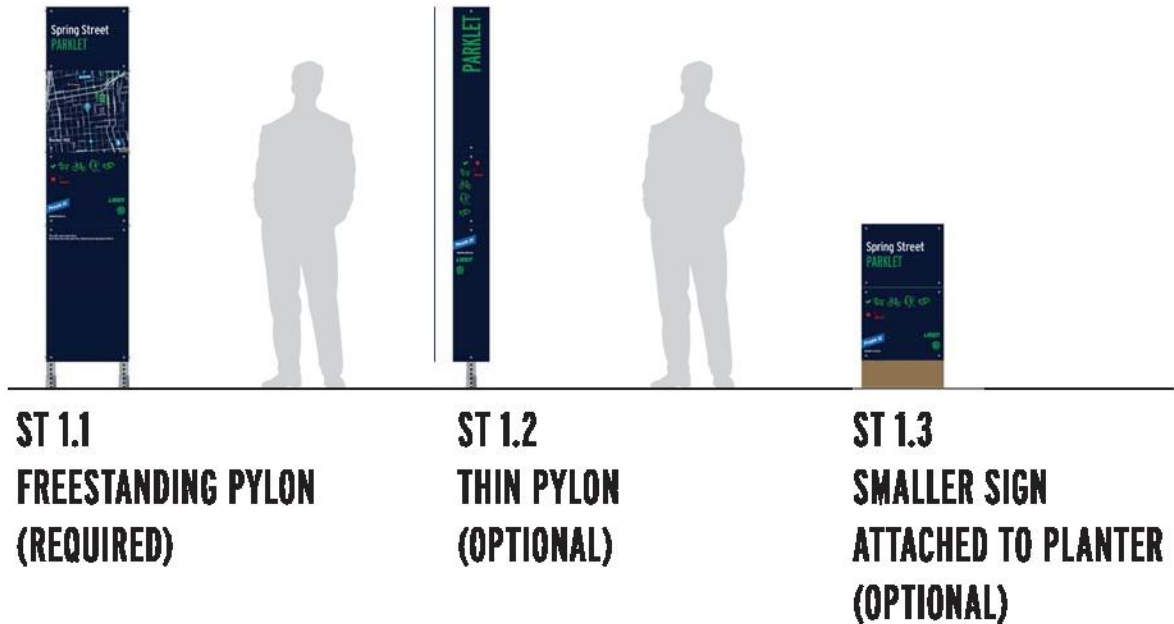


Bicycle racks

Signage

Wayfinding Signage: Family of Sign Types

Note: LADOT will coordinate the fabrication and installation of required, standard signage for each project. Signage specifications are included in this document and the **Kit of Parts for Parklets Technical Appendix** for reference and project understanding only.



Wayfinding Signage Locations



ST 1.1 (Required)

Minimum of 12 inches from face of curb, parallel to curb and center aligned with planters. Recommended so that pedestrian path of travel along sidewalk is preserved. If installation of sign precludes ADA accessibility compliant clear zone, then Sign Type 1.3 must be used.

ST 1.2

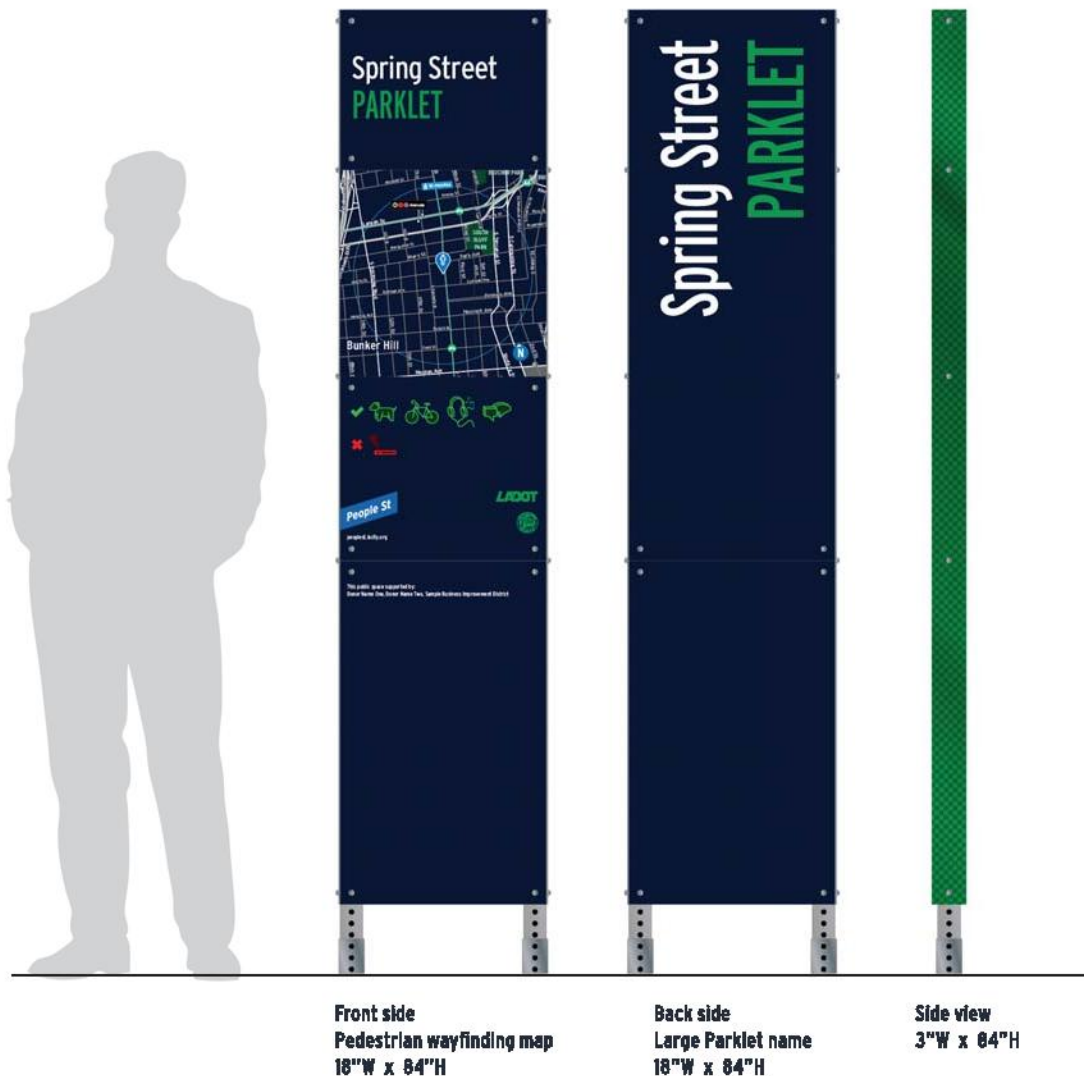
Minimum of 12 inches from face of curb, perpendicular to curb and center aligned with planter.

or ST 1.3

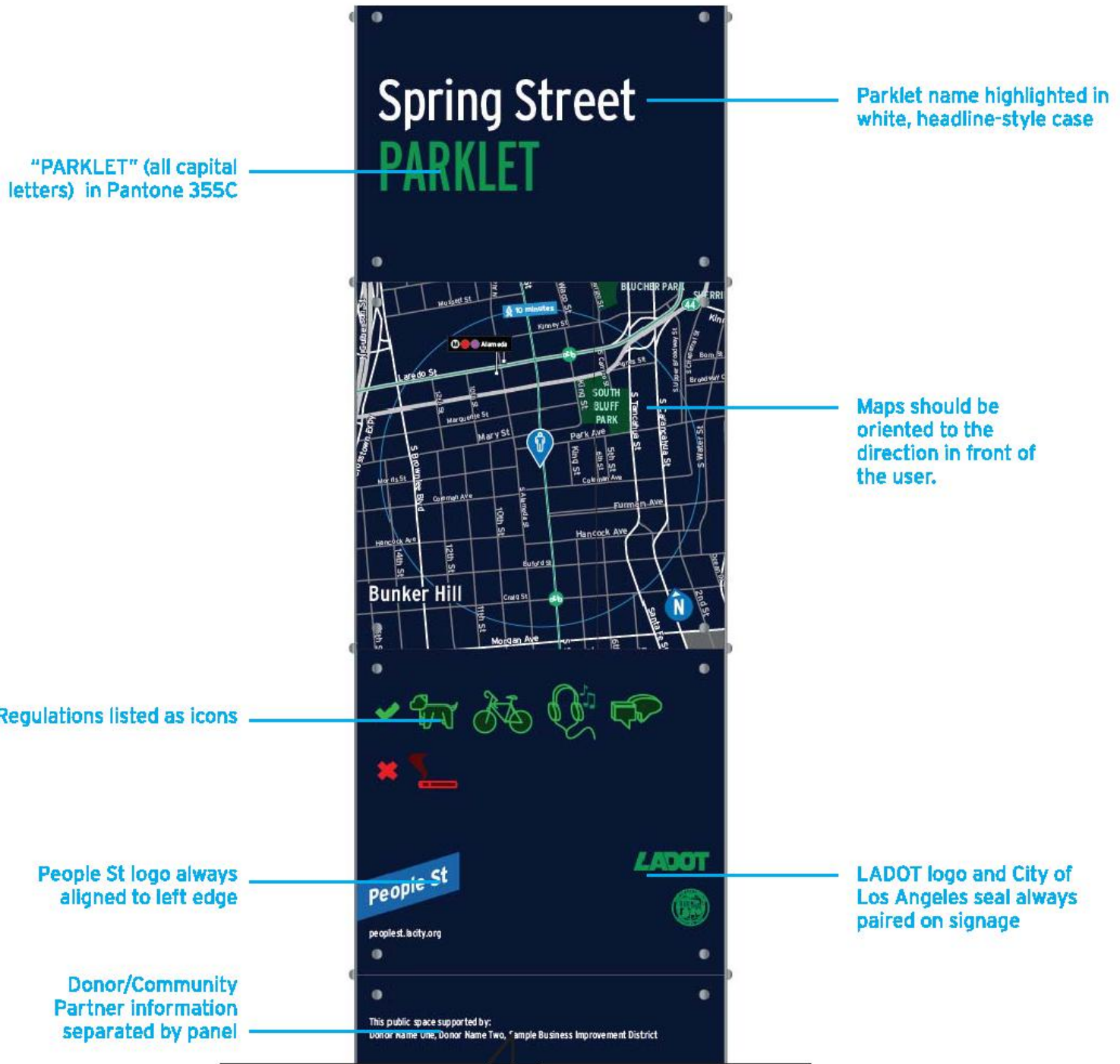
Attached to planter, parallel to curb.

Sign Type 1.1: Freestanding Pylon (with Required Standard Sleeve Detail in Sidewalk)

See [Kit of Parts for Parklets Technical Appendix](#) for material and fabrication details.

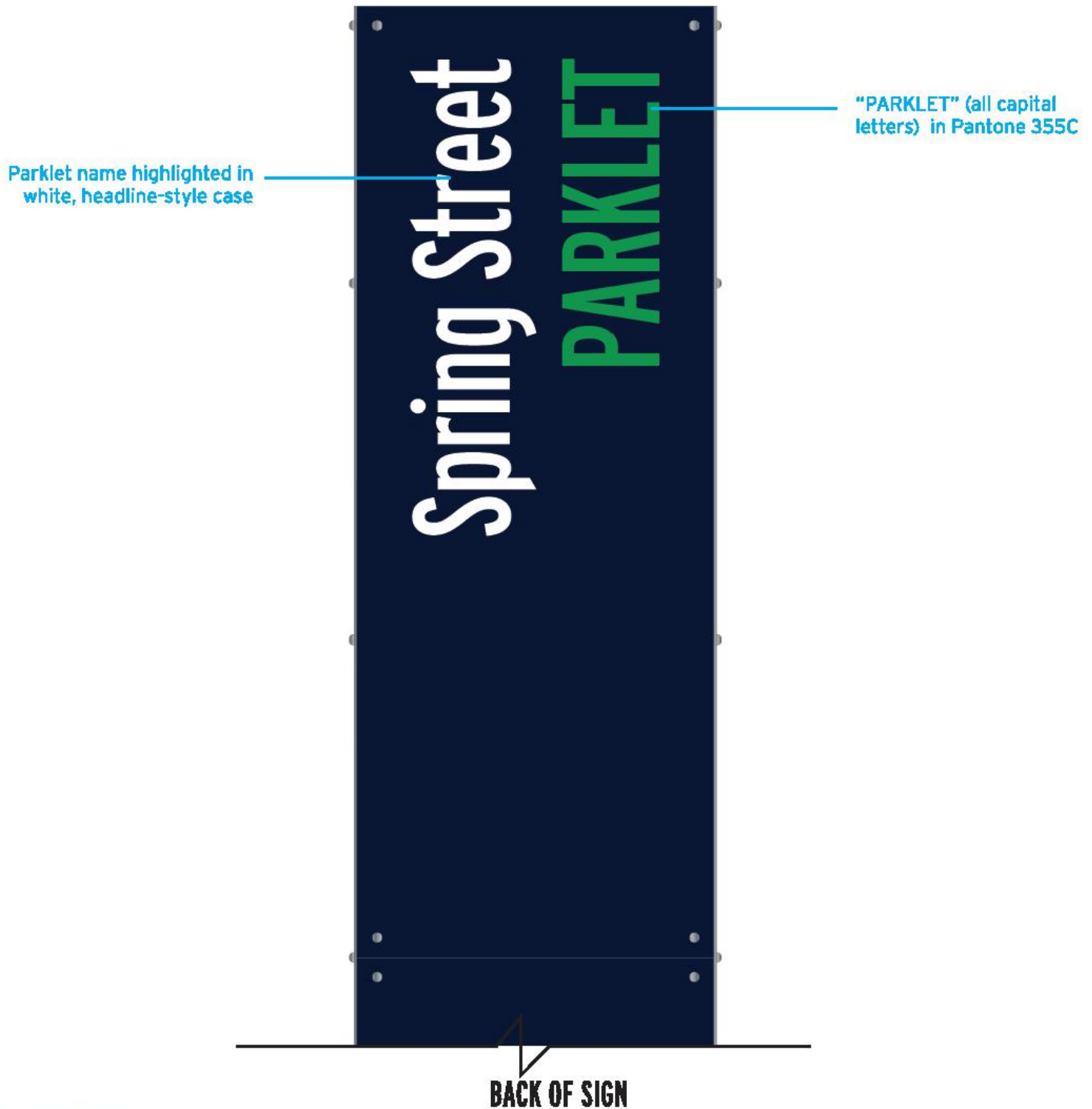


Sign Type 1.1: Freestanding Pylon (with Standard Sleeve Detail Attached to Sidewalk) Content Detail, Front of Sign



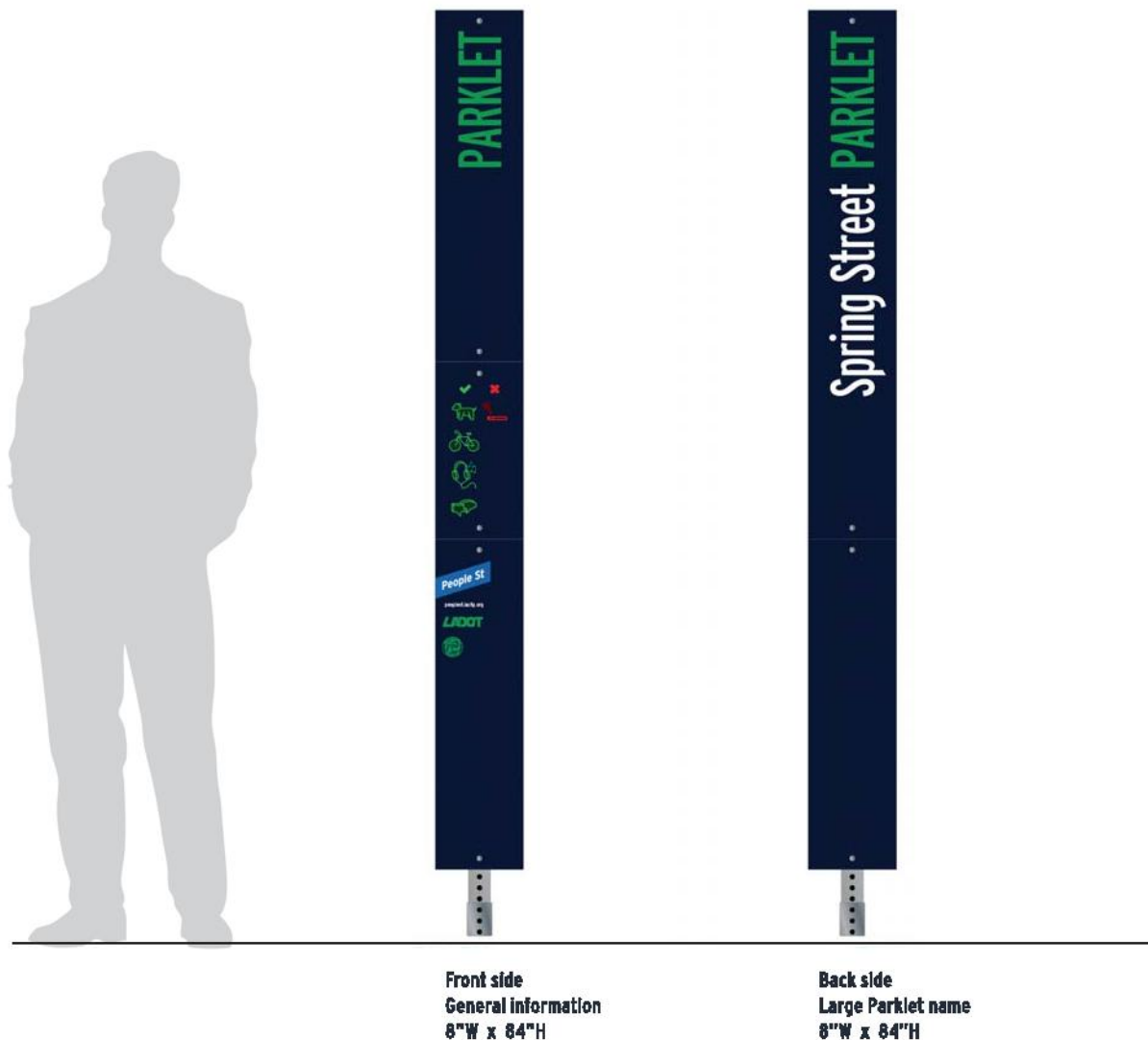
FRONT OF SIGN

Sign Type 1.1: Freestanding Pylon Content Detail, Back of Sign

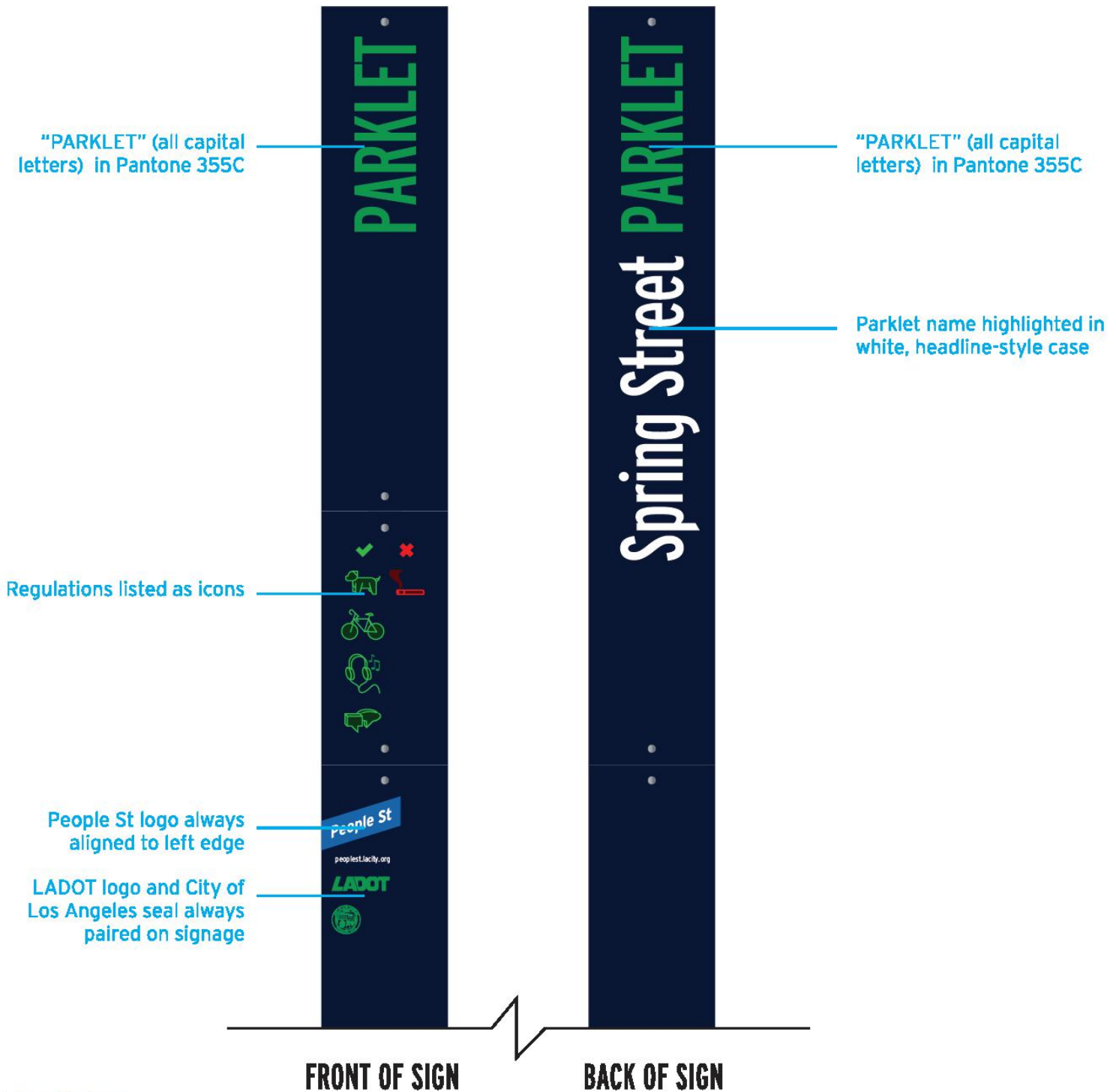


Sign Type 1.2: Thin Pylon (with Optional Standard-Sleeve Detail in Sidewalk)

See [Kit of Parts for Parklets Technical Appendix](#) for material and fabrication details.



Sign Type 1.2: Thin Pylon (with Standard Sleeve Detail Attached to Sidewalk) Content Detail, Front of Sign



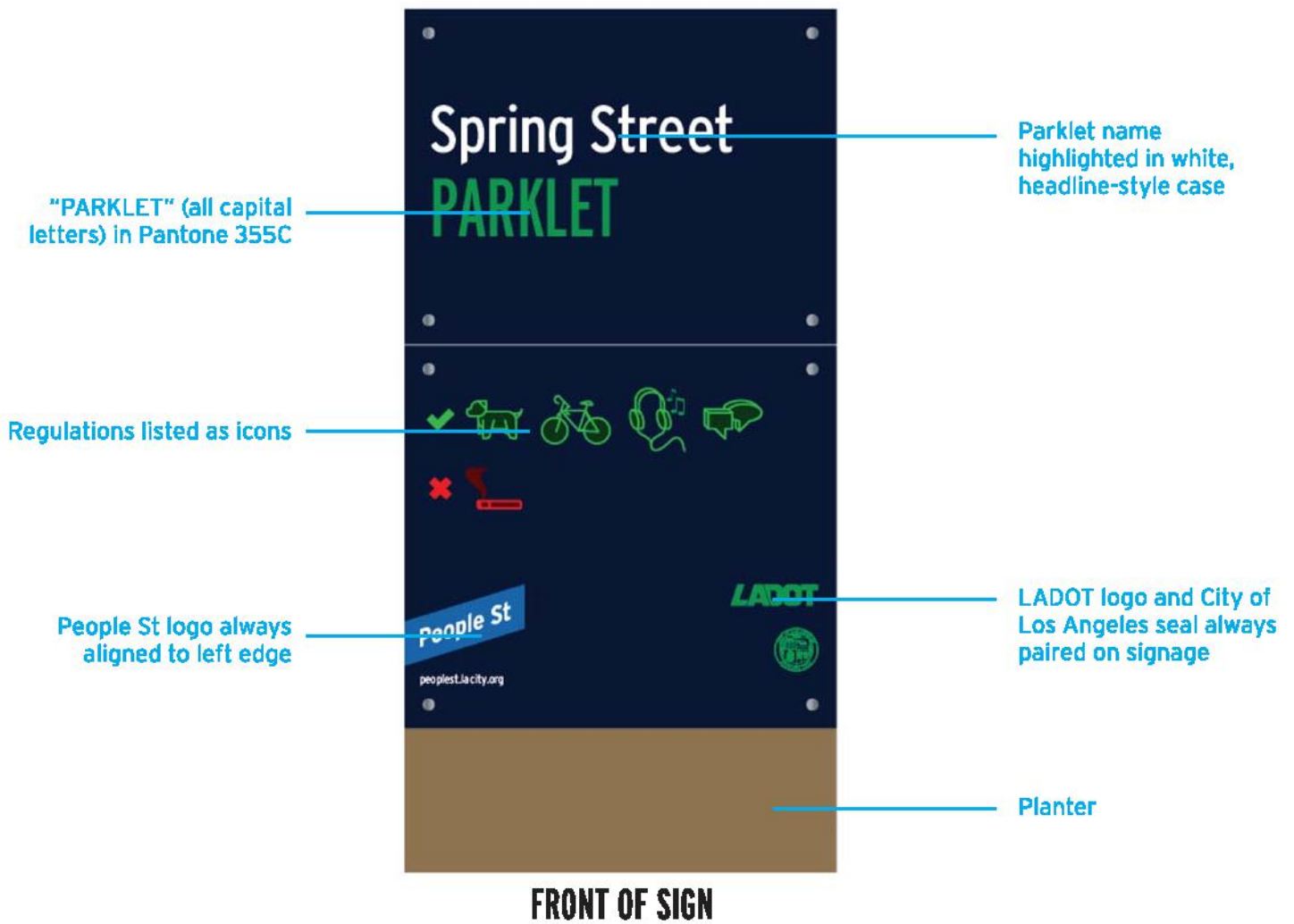
Sign Type 1.3: Sign Attached to Planter

See [Kit of Parts for Parklets Technical Appendix](#) for material and fabrication details.



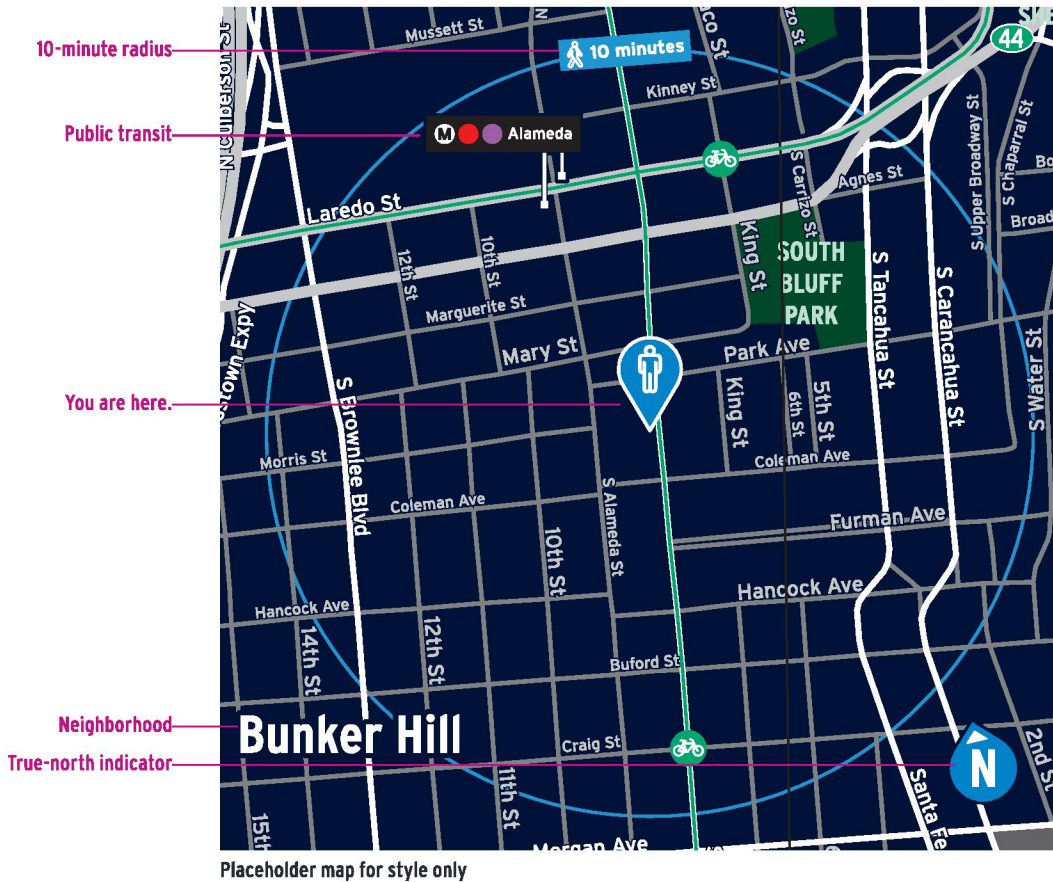
Front side
General information
18"W x 30"H

Sign Type 1.3: Sign Attached to Planter (Content Detail, Front of Sign)



Map: Inset

The base map is cropped to show only a 10-minute walk from the user's location. The map is oriented to the user, rather than pointing north.



POINTS OF INTEREST

The following points of interest are included on the base map:

- Parks
- Schools
- Colleges/universities
- Public-transit stations
- Natural landmarks
- Hospitals
- Cemeteries
- Bicycle-share locations (if implemented)

Iconography

A friendly set of icons has been developed to communicate examples of activities that are encouraged in these spaces and ones that are prohibited.



Preliminary Budgets

Preliminary Budgets

A 1/2 \$35,000

A 3/4 \$37,000

A1 \$50,000

A2 \$62,000

A3 \$67,000

B1 \$49,000

B2 \$66,000

B3 \$77,000

C1 \$61,000

C2 \$62,000

C3 \$64,000

For information on People St
visit **peoplest.lacity.org**
e-mail **peoplest@lacity.org**



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**Design/Build Parklet for
Downtown Development
Authority**

RFP-4383-17-DH

**Prepared By:
PNCI Construction, Inc.
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**PNCI
Construction, Inc.**

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1) COVER LETTER



June 26, 2017

City of Grand Junction C/O DDA
250 North 5th Street
Grand Junction, CO 81501

RE: Design/Build Parklet for Downtown Development Authority

Mr. Duane Hoff, Jr.

PNCI Construction, Inc. is pleased to provide the City of Grand Junction and the Downtown Development Authority with a little of our company information. As you may already know, we have provided general contracting and construction management for many hospitals, medical facilities, commercial retail, industrial, and municipal institutions. The information enclosed here can give you a little insight into our recent project activity and past projects that pertains towards Design/Build and CM/GC type work.

PNCI Construction, Inc. has been one of Western Colorado's leading construction firms for over 58 years. Throughout our history PNCI has constructed many trademark buildings and modified many facilities dealing with various needs and requirements throughout the Grand Valley, Eastern Utah and Western Slope of Colorado. Our experience is not limited to building one specific type of project such as medical, industrial, education or retail. Our abilities carry our reputation for performance as a top-rated construction company through all of these areas. There is not a project we won't tackle and our commitment to customer satisfaction will exceed your expectations. Our repeat customers can only be explained by our ability to perform to the highest degree.

The PNCI Construction team and subcontractors provide services through a collaborative, team-focused approach that begins during the pre-construction phase and carries beyond a projects' completion. This type of commitment has allowed our projects to finish on time and budget and provide our customers with the greatest level of satisfaction. By submitting our response to your Request for Proposal we are offering our services with full devotion to your project and agree to all requirement set with the RFP.

Myself and Project Manager Christopher Cutsforth will be leading the project on our end from design to successful completion.

Thanks for your time and consideration of PNCI Construction, Inc. Please feel free to call at any time with any questions pertaining to our response.

Sincerely,

A handwritten signature in blue ink that reads "Todd Schmitt".

Todd Schmitt
Director of Preconstruction
todd@pnciconstruction.com
Anywhere Number: 970.201.5056

553 25 ½ Road Grand Junction, CO 81505
www.pnciconstruction.com
Phone: 970.242.3548
Fax: 970.242.0844

2) QUALIFICATIONS/EXPERIENCE/ CREDENTIALS

Prior Project Experience / Success

Little Salt Wash Park Restroom



This design build project for the City of Fruita consisted of two restroom facilities at the Little Salt Wash Park. Each building housed six restrooms, a field equipment storage room, main electrical distribution, and mechanical/cleaning/storage room. The attached picnic shelters provided a covered no prep food service area for park goers. The mall commons area included 8,000 square feet of stamped concrete, retaining walls, and 15,000 square feet of crusher fines.

Overall Construction Costs

Final Contract: \$363,998

Initial Contract: \$284,304

Contract Amendments: \$79,694

Organizational structure of service delivery under the contract

CM/GC Negotiated

Key assigned in-house staff

Principal in Charge – Frank P. DeSantis

Project Manager/Estimator/Superintendent – Todd Schmitt

Subcontracts used in the performance of the contract

All construction services were subcontracted exclusive of project management, supervision, concrete, retaining walls, demolition, rough carpentry, accessories, and general requirements.

Schedule History

November 2009 – March 2010 **Owner**

Reference:

City of Fruita

Ken Hailey

(970) 858-8377

Architect Reference:

Blythe Group + Co.

(970) 242-1058

Prior Project Experience/Success

Deerfield Park, Rifle CO



This parks project in Rifle was the modification of an existing park to correct drainage, provided a commons plaza area complete with landscaping and paving, bleachers that tied multiple playing fields together. A two-story building was built to house restrooms, a concession area, press box and storage for parks equipment. Two new dug outs in the main field replaced the temporary modular structures that had been previously used.

Overall Construction Costs

Final Contract: \$1,154,246

Initial Contract: \$1,002,544

Contract Amendments: \$151,702

Organizational structure of service delivery under the contract

CM/GC Hard Bid

Key assigned in-house staff

Principal in Charge – Frank P. DeSantis

Project Manager – Mark DeWolfe

Project Superintendent – Kris Peterson

Subcontracts used in the performance of the contract

All construction services were subcontracted exclusive of project management, supervision, demolition, rough carpentry, accessories, and general requirements.

Schedule History

May 2014 – May 2015

Owner Reference:

City of Rifle

Matt Sturgeon, City Manager

(970) 665-6409

msturgeon@rifleco.org

Architect Reference:

Johnson Carter Architects P.C.

Rich Carter

(970) 625-0580

rcarter@jcarchitectspc.com

Prior Project Experience/Success

Ginger Restaurant



Ginger Restaurant is a \$2 Million project, ground up construction of a 7,000 sqft restaurant with retail space.

Overall Construction Costs

Final Contract: \$1,305,227

Initial Contract: \$1,243,267

Contract Amendments: \$61,960

Architect Reference:

Blythe Group

622 Rood

Grand Junction, CO 81501

(970) 242-1058

Organizational structure of service delivery under the contract

CM/GC

Key assigned in-house staff

Principal in Charge – Frank P. DeSantis

Project Manager – Christopher Cutsforth

Project Superintendent – Ron Johnson.

Subcontracts used in the performance of the contract

All construction services were subcontracted exclusive of project management, supervision, demolition, rough carpentry, accessories, and general requirements.

Schedule History

November 2015 – June 2017

Owner Reference:

Chin-Chin, LLC

3168 Stoneburro Dr.

Grand Junction, CO 81505

Wendy Trinh

(970) 234-3102

Prior Project Experience / Success

Melrose Park Shelter, Grand Junction, Colorado



Melrose Park Restroom and Shelter was an open bid project completed for the City of Grand Junction. In addition to the restroom and shelter, it was a design-build project that incorporated removing the famous Rocket and Saturn play equipment and replacing it with a new rocket monument for the park. The project was a grant funded project that required Davis Bacon Wages and associated documentation. The Melrose Park Restroom and Shelter is a new standard design for the City of Grand Junction's Restroom and Shelter Facilities. The structure incorporated a men's and women's restroom with a center core maintenance room, open picnic shelter and extensive site work.

Overall Construction Costs

Final Contract: \$204,596

Initial Contract: \$154,528

Contract Amendments: \$50,068

Organization structure of service delivery under the contract

CM/GC Negotiated

Key assigned in-house staff

Principal in Charge – Frank P. DeSantis

Project Manager/Estimator/Superintendent – Todd Schmitt

Subcontracts used in the performance of the contract

All construction services were subcontracted exclusive of project management, supervision, demolition, concrete, rough carpentry, accessories and general requirements.

Schedule History

June 2009 – December 2009

Owner Reference:

City of Grand Junction

Scott Hockins

(970) 244-1484

Prior Project Experience/Success

US Tractor, Fruita, CO



31,500 sq ft ground up construction of a new retail store on a 16-acre lot. 13,000 sq ft interior which includes sales floor, parts department, breakroom and bathrooms. Construction also included a 19,000 sq ft shop. The project was \$2.7 million and completed in 6 months, well ahead of schedule.

Overall Construction Costs

Final Contract: \$2,753,595.00

Initial Contract: \$2,575,726.00

Contract Amendments: \$177,869.00

Organizational structure of service delivery under the contract

CM/GC

Key assigned in-house staff

Principal in Charge – Frank P. DeSantis

Project Manager – Mark DeWolfe

Project Superintendent – Jeremy Schmitt/Jeff Lyon

Subcontracts used in the performance of the contract

All construction services were subcontracted exclusive of project management, supervision, demolition, rough carpentry, accessories, and general requirements.

Schedule History

October 2016 – March 2017

Owner Reference:

Scott Van Horn

701 West Avenue

Alamosa, CO 81101

(970) 379-0428

scott@ustractor.com

Architect Reference:

Motley Architecture & Design

915 South 10th St.

Montrose, CO 81401

3) STRATEGY AND IMPLEMENTATION PLAN

PNCI Team

| Member: | Role: | Time Commitment as % of Project Schedule: |
|-----------------------|---------------------------------------|--|
| Frank DeSantis | President | Always on Call |
| Todd Schmitt | Director of Pre-Construction Services | 25%+ |
| Christopher Cutsforth | Project Manager | 25%+ |
| Tim Thornell | Project Superintendent | 33%+ |
| Kris Peterson | General Superintendent | 15%+ |

PNCI Added Value & Project Approach

It is often heard that Pre-Construction Services provide no added value to a project, and we are firm believers that that statement is false. With the right contractor and the right pre-construction department who is eager to assume responsibility over the project budget from the get go, the cost of mere thousands can often be seen in value back to the client in tens to hundreds of time more than the monies spent. PNCI Construction is that type of contractor.

We have sincere dislike of the term "Value Engineering". That is a term used when it is usually too late and more than the required amount of money is spent. We prefer to employ the "Value Management" approach and it starts from day one and is built into the project. With that mentality at the forefront more correct decisions are made, time is saved and less design team rework is required which all lead to the same end, dollars saved and value added.

PNCI Construction has developed our own unique company platform that weaves our departments together instead of layering them. This weave creates a system that seamlessly moves projects from conception to occupation with precision and speed.

PNCI's Project Approach is to break down projects into (4) categories: 1. Constraints, 2. Control Costs, 3. Ensure Quality and 4. Maintain Schedule. These categories are outlined below.

PNCI has found that the best Project Approach starts and ends with better team communication created by our integrated approach. This means better interpretation and implementation of your priorities and the design intent. Our approach is based on developing mutual trust through open communication. To that end it starts with the very first meeting.

Constraints

Step one; indicating, defining, labeling and mapping the constraints limiting the projects outcome, schedule and success is paramount. By working with all the stakeholders, we will provide detailed analysis of the items constraining the project, define their limitations and effect, then layout a plan and schedule with deadlines to navigate the project to successful completion. Without this kind of depth of forethought and planning to visualize the effects constraints have on projects then projects are bound to the same pitfalls that plague projects and doom them to failure.

Control Costs

The project budget continuously evolves until project completion. By working closely with all the stakeholders, we will provide detailed cost information on all aspects of the construction costs. By providing this cost input during the design phase, we can achieve cost savings on a dollar-for-dollar basis. We will not only make sure the project is within your available funds, but we will also guarantee the price prior to the completion of the design documents.

During a construction phase of the project it may become necessary to substitute materials, or make significant changes to the way a section of the project is being executed. Prior to authorizing any changes, PNCI always carefully considers how these material changes will affect the overall cost of the project. In some cases, a change in one material may trigger a domino effect that will mean reevaluating a series of materials and procedures to accommodate the one change. Each change needs to be looked at in the context of the entire project, and a careful plan needs to be formulated each time there is a change to any part of the project to keep costs down.

It follows that adequate documentation and record keeping as well as stellar communication is fundamental to the process. Timeliness is vital to avoid delay.

Ensure Quality

PNCI Construction Quality Control Plan will be implemented to ensure construction procedures are performed in compliance with the plans and specifications under this contract. Quality control measures include quality control organization, methods of performing, documenting and enforcing quality control operations of both the primary Contractor and their subcontractors (including inspection and testing), inspections to be performed, and protocol describing corrective actions. All construction documents pertaining to construction will be posted on our ShareFile system for ease of access for everyone from Eagle County to suppliers.

Overall management of this plan will be the responsibility of PNCI's Quality Control Manager and will have the authority to act in all construction quality control matters and will be responsible for ensuring that all materials and work comply with the contract specification. All inspection and testing firms will be at the disposal of the PNCI quality Control Manager to ensure that all aspects of work are compliant with the contract and will report any deviations from these documents.

Quality Control Manager responsibilities include:

- Performing and documenting field inspection.
- Preparing daily Quality Control Reports.
- Scheduling, reviewing, certifying, and managing project submittals.
- Providing coordination of required quality control testing, reviewing results, and submitting.
- Coordinating, documenting and tracking preparatory, initial, and follow-up inspections.
- Tracking construction deficiencies and ensuring timely corrective action.
- Maintenance of as-built drawings.
- Coordinating responses to vendors' requests for information and technical issues.

Maintain Schedule

The master project schedule, developed in Microsoft Project will be used to provide overall direction and guidance to the project team for critical decision dates, project sequence and durations. Utilizing the Microsoft Project software, our team will manage our master schedules with a collaborative process that asks for commitments from team members to meet the overall target schedules, opposed to the traditional method of dictating requirements.

PNCI will develop a clear understanding of the major interdependencies between tasks and maintains that understanding as the project progresses and changes. The goal of this system is to manage and improve construction production planning by:

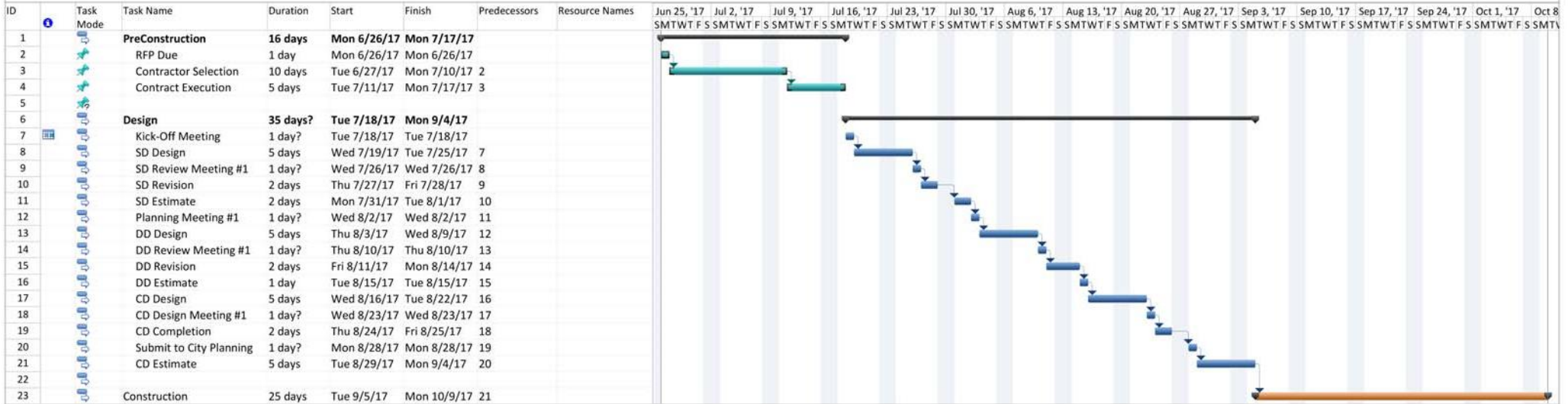
- Stabilizing the work flow through reliable planning.
- Reducing waste by improving work flow.
- Reliability developing a better understanding of the impact on variability on downstream performance.

The system breaks down the overall scheduling process into the following four steps:

- *What SHOULD we do?*
- *What CAN we do?*
- *What WILL we do?*
- *What DID we do?*

PNCI's use of this system results in "reliable promises" bringing the interests of the subcontractors into alignment with the promises to the owner, resulting in an overall increase in productivity, reduction of risk to schedule performance and lower costs. It's all about removing constraints so that the tasks are ready to start and "flow smoothly" until completion.

This system has worked well for PNCI in scheduling of projects that we have adopted the four steps as an overall company philosophy. In all aspects of our work we ask ourselves these four basic questions. It has become standard with all our company personnel and is the forethought in being *proactive* in our approach of addressing issues and challenges we face every day.



4) REFERENCES

References

US Tractor & Harvest, Inc.
Fred Nipple
701 West Avenue
Alamosa, CO 81101
Phone: (719) 589-4962

City of Aspen
Tim Thompson, Project Manager
130 Galena St
Aspen, CO 81611
Email: tim.thompson@cityofaspen.com
Phone: (970) 429-1791

Pediatric Dental Specialists of Western Colorado
Dr. Jeremy Cox
2466 Hwy. 6 & 50 Unit #6
Grand Junction, CO 81505
Email: smile@gjpbs.com
Phone: (970) 639-9551

St. Mary's Hospital
Keith Estridge
Facilities Director
Email: keith.estrige@stmarysgj.org
Phone: (970) 244-2445

Colorado Mesa University
Kent Marsh, PE
Director of Facilities Services
Email: kmarsh@colordomesa.edu
Phone: 970.248.1303

Wells Fargo Bank Darby Kelly
Retail Property Portfolio Manager Corporate Properties Group
Email: darby.kelly@wellsfargo.com
Phone: (303) 658-5219

Bank of the West
Maria Insalata
AVP, Corporate Real Estate Facility Manager III
Email: Maria.Insalata@bankofthewest.com
Phone: (303) 331-3677

Phil Vaughan Construction Management, Inc.
Phil Vaughan, Owner
Email: phil@pvcmi.com
Phone: (970) 625-5350

Rocky Mountain C Stores
Gary Dean, Owner
Email: gary@rmstores.com
Phone: (970) 242-9511

Mesa County School District 51
Eric Nilson
Email: eric.nilson@d51schools.org
Phone: (970) 254-5233

5) ADDITIONAL DATA

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4383-17-DH "Design/Build Parklet for Downtown Development Authority"

Offeror must submit entire Form completed, dated and signed.

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

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

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

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of NA percent of the net dollar will be offered to the Owner if the invoice is paid within NA days after the receipt of the invoice. Payment Terms Net 30.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 0.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

PNCI Construction, Inc.
Company Name – (Typed or Printed)

Frank P. DeSantis
Authorized Agent Signature

553 25 1/2 Road
Address of Offeror

Grand Junction, CO 81505
City, State, and Zip Code

Frank P. DeSantis
Authorized Agent – (Typed or Printed)

970-242-3548
Phone Number

frank@pnciconstruction.com
E-mail Address of Agent

6/26/17
Date



August 19, 2016

RE: PNCI Construction Inc
553 25 ½ Road
Grand Junction, CO 81505

Experience Mod Rating

Below are the NCCI experience modifications for the past 5 years:

| | |
|------------|------|
| 11/1/16-17 | 0.76 |
| 11/1/15-16 | 0.78 |
| 11/1/14-15 | 0.95 |
| 11/1/13-14 | 1.17 |
| 11/1/12-13 | 1.10 |

Please let us know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Liz Himes". The signature is written in a cursive, flowing style.

Liz Himes, CPCU
SVP, Account Executive
HUB International Insurance Services

1125 17th Street, Suite 900
Denver Colorado, 80202
Office (303) 893-0300
Fax 1(866) 243-0727

PNCI Construction Inc
553 - 25 1/2 Road
Grand Junction, CO 81505

October 5, 2016

On behalf of everyone at Pinnacol Assurance, I want to congratulate you for earning the 2016 Circle of Safety Award. Less than one percent of our 56,000 policyholders meet the criteria for this award, making you part of an elite group of organizations whose commitment to safety and sound risk management practices raises the standard. We are proud to recognize you and your employees for your exceptional dedication to safety.

Pinnacol is recognized as Colorado's workers' comp leader, but we're also developing our expertise in the state's keystone industries. We're committed to sharing industry-specific insights with you that will help you not only keep your employees safe, but better equip you to compete in a fast-changing market.

Again, congratulations and thank you for serving as an outstanding example of workplace safety for all Colorado employers. We are proud to partner with PNCI Construction Inc and look forward to working with you as we continue to make Colorado a great place to live, work and grow a business.

Best regards,



Philip B. Kalin

President and CEO