



Request for Proposal RFP-4484-18-DH

Design/Build Communication Tower, Shelter Foundation Construction, and Snow Load Building Cover at Grand Mesa

RESPONSES DUE:

March 30, 2018 Prior to 3:30 PM MDT

Accepting Electronic Responses Only

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

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

(Purchasing Representative does not have access or control of the vendor side of RMEPS.

If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

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 **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. 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 and install a 150-foot communication tower, Tower-to-building ice bridge and an equipment/generator building foundation for 12 X 26 building. Contractor shall also transport the building (approx. 35000lb) from 333 West Ave, Grand Junction, CO 81501 and place said building. (Building provided by City of Grand Junction) onsite at proposed Grand Mesa site. The contractor will also design, build and install a free-standing approximate 15' x 30' building cover for the 12 X 26 building to be constructed out of steel that meets 100LB snow load specification to extend past building footprint.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Pre-Bid Meeting:** A pre-bid meeting is recommended for all prospective offerors. The purpose of this meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be in the Gary Konzak Training Room, 2nd Floor, at the Grand Junction Police Department located at 555 Ute Avenue Grand Junction Colorado 81501 on March 16, 2018 at 11:00am. Contractors may either attend in person, or may call in to a conference-bridge line at 970-255-2299.
- 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, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/business-and-economic-development/bids/> for details. 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. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website

or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)

- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initiated 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 through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com and <http://www.gjcity.org/business-and-economic-development/bids/> 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 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. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as

Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

2.9. Retention: The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

2.10. Liquidated Damages for Failure to Meet Project Completion Schedule: If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City’s awarding of this Contract liquidated damages in the daily amount of **\$500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the

Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

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

- 2.11. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- 2.12. 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.
- 2.13. 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.

- 2.14. 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.
- 2.15. 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 discovering 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.
- 2.16. 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.
- 2.17. 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.
- 2.18. 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.
- 2.19. 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.
- 2.20. 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.
- 2.21. 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.
- 2.22. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.23. 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.

- 2.24. 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.
- 2.25. 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.
- 2.26. 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.
- 2.27. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.27.1.** 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.
- 2.27.2.** 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.
- 2.27.3.** 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.
- 2.28. 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).
- 2.29. 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.
- 2.30. 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.

- 2.31. 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.
- 2.32. 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.
- 2.33. 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.
- 2.34. 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.
- 2.35. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.36. 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.
- 2.37. 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.
- 2.38. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.39. 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.
- 2.40. 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.
- 2.41. 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.
- 2.42. 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.
- 2.43. 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.
- 2.44. 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.
- 2.45. 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.
- 2.46. 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.

- 2.47. 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.
- 2.48. 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.
- 2.49. 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.
- 2.50. 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.
- 2.51. 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.
- 2.52. Definitions:**
- 2.52.1.** "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.
- 2.52.2.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.52.3.** "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.

2.52.4. "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.

2.53. 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.

2.54. 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).

2.54.1. "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 present Grand Mesa site is situated on the 10,000 foot high Grand Mesa Plateau and is roughly one half mile from the northern edge of the mesa, four tenths of a mile from the eastern edge of the Mesa and a little less the one quarter of a mile from the western edge situated on BLM property. The terrain south of the site is at roughly the same elevation for some distance. Because the site is set back from the edge of the mesa and the elevation is significantly above the surrounding terrain, signals are shadowed from this location especially to the north and east of the site. The Debeque Canyon,

Palisade and Powderhorn areas lack sufficient radio coverage for Public Safety agencies responding to emergencies in these areas. The location of this project will provide unique advantages to provide coverage in 3 areas with one tower instead of constructing 3 separate towers that present a prohibitive cost (estimated to be in excess of two million dollars) and an even greater negative environmental impact, from the construction of three towers and buildings instead of just one tower and building.

1. The proposed site will be utilized by the Grand Junction Regional Communication Center, (GJRCC), and the State of Colorado for better serving the community with communications within Mesa County. GJRCC serves all local Law, Fire and EMS agencies in Mesa County. GJRCC will be the holder of the lease and the State (Dept. of OIT) will be users. Other users that will benefit from this site include the CSP, State Parks, BLM, Garfield County (for additional emergency and overflow dispatch communication capabilities) Most importantly, emergency mutual aid capabilities will be exponentially enhanced for all first responders by the new locations increased population reach.
2. The site will consist of a self-supporting tower, a structure to house equipment, an internal auxiliary Diesel generator with an integral double wall 210-gallon fuel tank. The reason we use two-hundred-and-ten-gallon tank is due to the accessibility issues in the winter. Because of the critical nature of the site, if there is a prolonged power outage, there needs to be enough fuel to last through the outage. The proposed tower will be 150 feet in height. The structure will be 12' X 26'. The current County lease area is south west of the proposed location by approximately ¼ mile.

4.2. Special Conditions/Provisions:

4.2.1 Pre-Bid Meeting: A pre-bid meeting is recommended for all prospective offerors. The purpose of this meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be in the Gary Konzak Training Room, 2nd Floor, at the Grand Junction Police Department located at 555 Ute Avenue Grand Junction Colorado 81501 on March 16, 2018 at 11:00am. Contractors may either attend in person, or may call in to a conference-bridge line at 970-255-2299.

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

4.2.3 Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-paid and allowed. Staging area provided at 333 West Ave, Grand Junction, CO 81501. Final location of approximately 39 5'26.072" N Lat 108 13"26.407" W Lon.

4.2.4 Price: Project pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, design, drawings, engineer work, supplies, shipping/freight, licenses, permits, fees, etc.

All prices shall be "F.O.B. Destination Freight Pre-Paid and Allowed". 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.

Contract shall be established as “Cost Plus a Fixed Fee”. Contractor shall submit their Fixed Fee utilizing the attached form in Section 7.0 Solicitation Response Form.

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

4.2.5 Warranty: Contractor shall submit manufacturer warranty information for Owner’s approval, prior to product ordering. Additionally, Contractor shall provide a minimum 1 year Contractors warranty.

4.2.6 Codes: Contractor shall ensure that project meets all Federal, State, County, and City Codes.

4.2.7 Excess Material: Unless otherwise specified or directed by the City, all excess excavated material, including soil, gravel, asphalt pavement and miscellaneous concrete, shall become the property of the Contractor and shall be hauled to a location secured by the Contractor and approved by the City and BLM.

4.2.8 Working Schedule: Time is of the essence with this project. Working schedule shall be Monday – Sunday from 7:00am-7:00pm. Project start date shall be no earlier than July 15, 2018 (for invasive construction activities that disturb migrating birds, noninvasive construction activities can start before this date) with final completion no later than September 14, 2018.

4.2.9 Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder’s response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City’s Purchasing Department’s acceptance of the bid by “Notice of Award” or by “Purchase Order”. All Exhibits and Attachments included in the IFB 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 bidder 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.

4.2.10 Sub-Contractor’s List: See Section 2.53 “Award of Sub-Contractors & Other Contracts for Portions of the Work”.

4.2.11 Temporary Power to Site: Contractor shall be responsible for providing their own temporary power to the site.

4.2.12 Utility Suppliers: Contractor shall utilize the following utility suppliers for this project:

4.2.13 Plans/Drawings: Contractor shall provide 30% plans/drawings with their proposal response.

4.3. Specifications/Scope of Services:

The purpose of this RFP is to obtain proposals from qualified professional contractors to provide a new 150' self-supporting communication tower and tower foundation, tower to building ice bridge and building foundation. The contractor will also design, build and install a free-standing cover for the 12 X 26 building extending past wall pack air conditioners off the side of the building. This free-standing cover shall be made out of steel that meets 100LB snow load specification, at a minimum. This work will take place at the Grand Mesa Communications Site located at approximately 39 5'26.072" N Lat 108 13'26.407" W Lon. The installation shall meet or exceed the requirements and recommendations of the current Mesa County building codes.

The Contractor's Project Manager will serve as the single point interface with City of Grand Junction during construction/acceptance and will be present on-site for all critical activities and key construction milestones.

The scope of work for the communication site is as follows:

- The design, manufacturer, delivery and erection of a fully functional one-hundred fifty (150) foot self-supporting communication tower, as per the scope of this solicitation process;
- The design, manufacturer, delivery and construction of a fully functional tower foundation, as per the scope of this solicitation process;
- The design, manufacturer, delivery and construction of a fully functional cable bridge, as per the scope of this solicitation process;
- The design, manufacturer, delivery and construction of a fully functional grounding system, as per the scope of this solicitation process;
- The design, installation, delivery and construction of a fully functional building foundation and placement of provided building, as per the scope of this solicitation process;
- Installation of Perimeter Fence, as per the scope of this solicitation process.
- The Design, construction and installation of a snow load roof that protects the building and air conditioners from excessive snow loads and ice fall from the tower.

Geotechnical Report: The Contractor shall be responsible for providing geotechnical services to the project site, and providing a copy of the geotechnical report to the City.

NOTE: Bedrock is suspected at 4' – 4 ½' depth.

Milestones After Contract Execution:

- Receipt of System Submittal - 4 weeks
- Substantial Completion of Installation – 10 weeks

Final Commissioning/Start-up – 1 week from Completion (Mesa County Building Certificate of Occupancy & Final Acceptance by the City of Grand Junction)

Environmental Design Criteria

- All new structures on the site shall be designed for the Mesa county building codes.

Specifications of Communication Site Design:

- The condition of the site access road must be maintained for the duration of the project. Should damage be caused to the access road the Contractor is responsible for returning it to its original condition or better.
- The Contractor shall set up a concrete washout area and capture all wash water and debris. The Contractor shall ensure that no concrete is wasted on site unless approved by the City of Grand Junction in writing prior to concrete placement.
- The Contractor shall not create any permanent marking on any structure, the ground or natural object during the construction process.
- The Contractor shall notify the City of Grand Junction in writing a minimum of fifteen (15) days prior to storing any materials on the site and shall include a summary list of materials to be stored in the notification.
- The Contractor shall not leave any hazardous materials on site unattended at any time. All hazardous materials including fuels, oils and lubricants shall be removed from the site at the end of each day.
- The Contractor shall power wash all equipment brought to the site such that no residual soils or debris are present on the equipment prior to taking the equipment onto the site.
- The Contractor shall provide surveying and construction staking to prepare the design and site plan and to construct the required structures.
- The Contractor shall not remove or alter any trees or vegetation without prior written approval of City of Grand Junction.
- The Contractor must notify City of Grand Junction a minimum of fifteen (15) days prior to starting earthwork and must request written permission prior to spreading any spoils at the site as the authorities having jurisdiction require notice.
- The Contractor shall install and maintain erosion control devices that conform to the requirements of the authorities having jurisdiction. If failure to maintain such devices results in legal action by authorities, any fines, penalties or legal fees associated with a failure to maintain adequate erosion control during this project shall be the sole responsibility of the Contractor. The Contractor is responsible for submitting an Erosion Control Plan a minimum of fifteen (15) days prior to mobilization. The Plan shall describe the location, quantity and type of erosion control devices deemed necessary by the Engineer of record.
- Upon completion of the project and prior to final acceptance, the Contractor shall seed all denuded areas within the Contractor's limits of construction. The Contractor shall submit a seeding plan for review by the City of Grand Junction and the authorities having jurisdiction. All erosion control devices shall be removed by the Contractor upon stabilization of all denuded areas. Final payment will not be released until the requirements of this subsection have been satisfactorily completed. This requirement may be waived by the City of Grand Junction if deemed unnecessary by the City of Grand Junction upon written request from the Contractor.
- All excavation and backfill shall meet the following requirements:
 - The City of Grand Junction may reject unsuitable backfill material at its discretion;

- The City of Grand Junction reserves the right to make minor adjustments in line or grades, as required;
 - The Contractor shall not start excavation until the proposed work has been staked out and such staking is approved by the City of Grand Junction.
- The Contractor shall suspend all earthwork when satisfactory results cannot be obtained because of rain, freezing weather, or other unsatisfactory conditions.
- The final and all temporary grading shall be graded by the Contractor to provide proper surface drainage. The Contractor shall install all necessary temporary drains and drainage ditches to intercept or divert surface water.
- The Contractor shall locate all underground utilities prior to initiating excavation. Should the location of utilities known to exist not be locatable, the Contractor shall hand-dig holes to locate the exact position. The Contractor is responsible for repair and damage to any disrupted or damaged utility during construction.
- The Contractor shall only stockpile soils at locations, and heights approved by the City of Grand Junction. Under no circumstances shall stockpiles not exceed 15 feet in height.
- Backfill material shall be placed in layers and shall be meet adequate moisture content before rolling to obtain the prescribed compaction. Wetting or drying of the material and manipulation to secure uniform moisture content throughout the layer may be required. Should the City of Grand Junction identify material as too wet to permit proper compaction by rolling, delay work on portions of the fill until the material has dried to neat optimum moisture.
- The Contractor shall not place frozen material in the backfill, or place backfill material upon frozen material. Contractor is responsible for covering or heating soils or excavation if necessary.
- The Contractor shall be responsible for the stability of backfills and replace any portion, which has become displaced due to the Contractor's operations.
- Contractor shall ensure that the final grade is such that water will move away from any new or existing footings.
- The Contractor shall furnish adequate pumping and piping equipment to handle water disposal and take all precautions to prevent water from entering excavations.
- The Contractor shall use well points, wells, etc., to lower and maintain the static ground water level to at least 1-foot below the bottom of the excavation.
- The Contractor shall keep excavations free of water while being prepared for foundations and until backfill has been completed.
- The Contractor shall dispose of water, providing erosion protection from pump discharge and protecting adjacent properties at all times.
- Sediment control for all dewatering activities is required to protect vegetation and habitat downstream from the site. Methods must be pre-approved by the City of Grand Junction and the authorities having jurisdiction.

Specifications of Communication Tower Design:

- The Contractor shall design, supply and erect all necessary equipment for a fully functional one-hundred fifty (150) foot self-support communication tower compliant with all applicable Federal, State, and Local, laws, codes and standards.
- The Contractor shall supply all equipment necessary to transport and erect the tower according to all applicable laws, codes and standards.

- All structural tower components shall be of steel construction.
- All tower leg members shall be fabricated from round pipe or solid rounds. Tower leg members constructed from a lattice design will not be accepted.
- All self-supporting tower bracing shall be fabricated from angle ('L') shapes or solid rounds;
- All structural members shall be fabricated in such a manner to prevent ponding of water and weep holes shall be installed in the bottom of all tubular members. Weep holes shall be at least 0.25 inches in diameter and 0.375 inches in diameter for tubes greater than 2 inches in diameter. If requested by the City of Grand Junction, the Contractor shall demonstrate the functionality of weep holes with a method approved by the City of Grand Junction.
- All welding shall conform to the American Welding Society (AWS) Structural Welding Code – Steel, ANSI/AWS D1.1-2006.
- The tower and foundations shall meet or exceed all specifications of ANSI/TIA-222-G specifications including all addenda or latest revision. The design installation and loading shall utilize this standard to accounting for Wind speed, Ice loads and Seismic loading for a tower installation at proposed site (approximately 39 5'26.072" N Lat 108 13'26.407" W Lon.) The tower must conform to the tower manufacturer's foundation and erection criteria.
- The tower shall not twist more than 1/2 degree (0.5°) under service wind conditions.
- Under service wind conditions, no point on the tower shall deflect laterally more than five (5) percent of a distance measured from the top of the foundation to that point. Deflections shall be measured in a plane parallel to the ground and distances shall be measured in the vertical direction perpendicular to the ground plane.
- The tower shall have a minimum face width of thirty-six (36) inches when measured from the center of a leg to the center of an adjacent leg.
- The tower shall be equipped with a climbing ladder, installed on the southern facing span, not to obstruct the any of the tower legs hindering the installation of equipment on the tower. The ladder will need to span from within one (1) foot of the ground to four (4) feet above the platform level (see platform requirements below). The ladder shall have a minimum clear width of 16 inches and shall be capable of supporting at least a two-hundred fifty (250) pound point load at any point with factors of safety defined by AISC.
- The tower shall be designed for and equipped with a safety-climbing system including one (1) removable mobile fall arrestors, one (1) OSHA approved tower climbing harness, and a tower mounted climbing cable compliant with OSHA 1910.27 and ANSI A14.3-1984. The safety-climb system shall be installed at the ladder location and allow a climber to remain connected to the safety-climb for the entire length of the ladder. The safety climb cable shall be a 3/8 (0.375) inch diameter cable constructed from a corrosion resistant material and shall comply with the stated requirements.
- The tower is to be equipped with a face-mounted waveguide ladder spanning from ten (10) feet above ground level to within ten (10) feet of the top of the tower. Waveguide ladders shall be supplied with all necessary clamps for the waveguide cables.
- The tower shall be equipped with a platform at the top of the tower (150') that meets the requirements of OSHA and the following:

- Minimum floor area: 60 ft²; ○ Minimum floor live load: 100 psf;
 - The platform shall have a hand rail, 42" in height; and,
 - The floor shall be constructed from steel grate.
- All equipment mounted on the tower shall be handled and installed in accordance with manufacturer's recommendations to prevent damage to the equipment or the tower.
- Contractor shall provide anchor bolts and templates as part of tower.
- The tower shall be properly protected during transport, storage and erections as to avoid damage to the tower or the tower member's finish. Damage to any tower component shall be cause for replacement or repair by the Contractor at the discretion of the City of Grand Junction and at no additional cost to the City of Grand Junction.
- The tower shall not be loaded in any way until the tower is a complete functioning structural system without prior written consent from the Engineer of Record.
- The tower shall be designed and constructed such that trained crews without the use of supplementary field processes such as welding, drilling, cutting, burning, grinding, or reaming, can erect it in the field. It shall also be designed to take into account erection forces to be used.
- All tower connections shall be designed such a that a field crew can properly tighten all bolted connections with an ordinary socket and socket wrench per AISC 13th Edition table 7-16.
- The tower fabricator shall have an in-house structural steel fabrication quality control program that meets or exceeds the requirements for Category II Certification as set forth by the AISC Quality Certification Program. **Any tower design submitted from a manufacturer without this certification will be rejected.**
- The tower calculations and drawings shall be signed and sealed by a Registered Colorado Professional Engineer. A copy of drawings and materials list shall be submitted to the City of Grand Junction for approval prior to procuring materials and erection.
- The City of Grand Junction may elect to have its designated engineer conduct an independent static analysis of the submitted tower design. Should the static analysis of the Contractor's design require modifications to the tower, any costs associated with such modifications shall be the responsibility of the Contractor. Disagreements in the results of the City of Grand Junction engineer and Contractor's analyses shall be resolved by a mutually agreed upon qualified professional engineer acting as a third party. The City of Grand Junction and the Contractor shall share the cost of the third-party analysis equally.
- The Contractor shall be familiar and adhere to all local building codes, ordinances, and licenses required for erecting the tower. Procedures shall be in accordance with the safety rules and regulations of the industry at all times.
- The tower shall be erected in accordance with the erection drawings approved by the City of Grand Junction. Under no circumstances should the drawings or tower construction be altered or modified without the specific permission of the Contractor's Engineer of Record and the City of Grand Junction.

- The Contractor shall obtain from the tower designer, a written plan of erection verifying that the installation procedure and equipment used on the tower will keep all structural tower members within their full allowable stresses as defined by AISC.
- When handling tower sections, all possible precautions shall be taken to prevent the bottom of the section from contacting the ground surface. Mud, dirt and other foreign matter shall be washed off with potable water prior to erecting the steel.
- Fit-up problems and contemplated corrective actions shall be reported to the City of Grand Junction. Field corrections or modifications including the replacement of any tower components shall not be implemented without prior approval from the City of Grand Junction.
- The Contractor shall construct permanent provisions for tower climbers to clean mud and dirt off their feet at the tower base prior to climbing.
- The Contractor shall verify that the as-built foundations, anchors and anchor bolts are compatible with the tower structure prior to initiating assembly of the tower.
- The Contractor shall remove all tower erection and related debris upon completion of the tower and prior to final inspection.
- Three (3) sets of as-built drawings shall be delivered to the City of Grand Junction within fourteen (14) working days of completion of the tower. As-built drawings shall also be submitted in a legible electronic PDF format.
- The Contractor shall erect the tower such that the tower is plumb within 1/4 percent (0.25%) of the vertical distance between levels, the twist does not exceed 1/2 degree (0.5°) between any two (2) elevations and the twist over the structure height does not exceed five (5) degrees.
 - The tower, in its final erected position, shall be surveyed and certified to verify tower installation per tower manufactures design and specification. A written report shall document the amount of variation from true vertical and the amount of twist of the tower mast at the end of each section. If the tower exceeds the verticality and twist requirements, the City of Grand Junction shall be informed and the Owner's Engineer, if necessary, will determine an approved corrective procedure. Any costs associated with such corrective procedure shall be the responsibility of the Contractor.

Estimated Tower Load Table:

Estimated Tower Loading				
Item	Elevation	Loading Type	RX Freq	TX Freq
1	150	(1) 12 FT omni (UP) 800 RX	851-854	851-854
2	150	(1) 15 FT omni (UP) VHF Ch3/NLEEC		
3	150	(1)15 FT omni antenna VHF DOW		
4	150	(1) 15 FT omni (UP) VHF SO	155.49000	
5	120	(1) 12 FT omni (UP) 800 TX		
6	90	(1) 4' Yagi antenna SO VHF Control to Lee Point		
7	75	(1) 15' omni antenna VHF NOAA		
8	70	(1) 4FT Yagi antenna CSP3 VHF Control to Lee Point		
9	65	(1) 6FT Dish NOA-GJT	6 Ghz	
10	65	(1) 6 FT Dish COLB	6 Ghz	
11	50	(1) 6 FT Dish Diversity to State Sunlight site		
12	45	(1) 6 FT Dish SOB	6 Ghz	
13	45	(1) 8 FT Dish Sunlight	6 Ghz	
14	41	(1) 3FT Dish NOA	11Ghz	
15	20	(1) 3 FT dish Future dish Debeque canyon	6 Ghz	

Specifications for Concrete Construction:

- The Contractor shall design, supply and construct all necessary components for a fully functional tower foundation/anchor system, and portable building foundation, foundation for the 12 X 26 free standing, minimum 100lb snow load building cover and a 4-foot X 4-foot concrete front step in front of both doors of the building. Compliant with all applicable laws, codes and standards. The Contractor shall supply all equipment necessary to transport and construct the foundation(s)/anchor(s) according to all applicable laws, codes and standards.
- The Contractor shall design foundations for the maximum calculated loads determined during design.
- Foundations shall be designed and constructed per the Mesa County building codes and standards, and/or any other applicable standards or specifications.
- Unless approved by the City of Grand Junction or its representative, all foundations shall be poured from the lowest elevation of the foundation to the highest in that order. Spread footings shall have the mat poured prior to the pedestal and if multiple truckloads of concrete are required to pour the mat, each truck shall add an equal depth to the mat in consecutive lifts.
- All backfill shall be per the recommendations of the geotechnical report and shall at a maximum be placed, compacted and tested in eight (8) inch lifts to a minimum compaction of ninety-five percent (95%) standard proctor per ASTM D1557 prior to placement of the next layer.
- Foundations shall be placed within two (2) inches of the as designed location and all anchor bolts shall be placed within 1/4 (0.25) inch of plan position relative to adjacent foundations and within 1/16 (0.0625) inch of plan position relative to

adjacent bolts of the same pattern. Anchor bolts shall be installed within 1/32 (0.03125) inch top to bottom of the angle shown in the design documents.

- All shoring required for foundation construction shall be designed by a Registered Professional Engineer.
- Cold joints in the foundations shall be cause for rejection if not approved prior to concrete placement by the Contractor's Engineer of Record.
- Foundation reinforcing shall be bonded to the ground ring per Section 4.9 of this specification.
- The tower foundation calculations and drawings are to be signed and sealed by a

Registered Colorado Professional Engineer. A copy of drawings and materials list shall be submitted to the City of Grand Junction for approval prior to procuring materials and construction.

Specifications for Cable Bridge Construction

- The Contractor shall design, supply and erect all necessary equipment for a fully functional cable bridge and foundation that is compliant with all applicable laws, codes and standards. The Contractor shall supply all equipment necessary to transport and erect the bridge and foundation(s) according to all applicable laws, codes and standards.
- The cable bridge shall comply with the following criteria:
 - The cable bridge shall extend from the tower, past the building structure extend parallel to the southern south wall entering the building on the south facing wall, mid building.
 - The cable bridge shall be nominally (8) feet above grade in elevation;
 - The cable bridge shall be a minimum of twenty-four (24) inches wide;
 - The cable bridge shall have the appropriate grating or other protective covering to protect the waveguides from falling ice. The ice shield shall be designed to withstand a total uniform loading of one-hundred (100) pounds per square foot with factors of safety defined by AISC. The ice shield grating or other protective surface shall be designed for easy replacement in the field;
 - All structural bolts shall be galvanized ASTM A307 and shall be considered non-high-strength bolts;
 - All bolted connections shall be installed with a nut locking device. All bolts shall be installed nut-end-up.
 - All steel including nuts, washers and hardware shall be galvanized in conformance with ASTM A123 or A153 as appropriate; and
 - All structural members shall be fabricated in such a manner to prevent ponding of water and weep holes shall be installed in the bottom of all tubular members. Weep holes shall be at least 0.25 inches in diameter and 0.375 inches in diameter for tubes greater than 2 inches in diameter.
- Tubular leg members shall incorporate a baseplate. The tubular leg shall not be directly embedded in the concrete.
- All steel fabrication, assembly and erection shall be per the standards referenced in the solicitation documents.

- All equipment mounted on the cable bridge shall be handled and installed in accordance with manufacturer's recommendations to prevent damage to the equipment.
- The cable bridge shall be properly protected during transport, storage and erection to avoid damage to the structure and the structure's finish. Damage to any portion of the cable bridge shall be cause for replacement or repair by the Contractor at the discretion of the City of Grand Junction and at no additional cost to the City of Grand Junction.
- The cable bridge shall not be loaded in any way until the cable bridge is a complete system and as designed.
 - The cable bridge and foundation calculations and drawings are to be signed and sealed by a Registered Colorado Professional Engineer. A copy of drawings and materials list shall be submitted to the City of Grand Junction for approval prior to procuring materials and construction.

Specifications for the Building foundation

I. Building Placement

All work associated with the installation of the building shall include but not be limited to the following:

- All electrical connection to power transformer.
- Removal of the building from the transport trailer and placement of the building on its foundation by use of a crane.
- Installation of Free standing snow/Ice shield over building and its associated free standing foundation pylons. Foundation cutout and installation of buried conduit for future site additions. It will consist of four, four-inch Conduits to be constructed of Schedule 40 PVC (minimum) and have 90° sweeps (NO RIGHT ANGLE CONDUIT) to go from the specified building floor cutout to half the distance from the tower to the building. The installed conduit will terminate neatly in a straight line at the building inside wall six inches above floor level and one and a half foot above finished grade in a compact 15 X 15-inch pedestal at the outdoor terminus. The conduits will have re-enterable rubber moisture caps installed at both ends and continuous individual pull ropes tied off at both ends.

Specifications for Grounding System:

- The Contractor shall design, supply and install all necessary equipment for a fully functional grounding system compliant with Motorola R-56 standards, all applicable laws, codes and standards. The Contractor shall supply all equipment necessary to transport and install the system according to all applicable laws, codes and standards. The grounding system shall meet the more restrictive requirements of this specification and the referenced standards.
- All grounding system components shall be UL Listed.
- At a minimum the grounding system shall consist of a ground ring surrounding the site including the shelter, tower, perimeter fence, and any other electrical equipment on the site.
- The Contractor shall obtain adequate soil resistivity data prior to the design of the grounding system using the Four-Point Wenner Method. The Vendor shall notify City of Grand Junction seven (7) days prior to the test and the Vendor shall

provide the City of Grand Junction with the test results within three (3) days of the test date.

- The grounding system shall consist of two (2) or more ground rings, ground rods, grounding radials (as required) and/or enhanced chemical ground rods. (as required) as determined during grounding system design and testing.
- The grounding system shall be constructed as to achieve a maximum of ten (10) ohms resistance to ground as tested by an independent testing firm using the fall of potential method at the expense of the Contractor. Water shall not be applied to any portion of the grounding system unless approved in writing by the City of Grand Junction.
- The grounding installation shall meet the requirements of the referenced standards.
- All underground bonds and connections in the grounding system shall be made using exothermic welds.
- The ground ring and ground radials shall be constructed with 2/0 bare copper wire directly buried to the depth of the greater of thirty (30) inches or the soil frost depth plus 6". The excavation shall be backfilled and compacted to a minimum ninety percent (90%) standard proctor in a maximum of eight (8) inch lifts. Should refusal be met prior to reaching eighteen (18) inches of depth, the ground ring conductor shall be covered with a minimum of a six (6) inches of depth of grounding concrete. The ground ring and ground radials shall be installed a minimum of 5 feet from all structures and utilities unless where substantially difficult and an alternate installation is pre-approved in writing by the City of Grand Junction. The ground ring shall be constructed from a continuous segment of conductor such that it forms a complete ring and its ends shall be bonded. The grounding radials shall be constructed with the minimum possible quantity of splices and shall from a continuous segment of conductor. The grounding radials/rods, if determined by the Contractor to be necessary, shall be bonded to the ground ring.
- A minimum of three (3) and preferably five (5) ground radials shall be utilized if determined by the Contractor's designer to be necessary. Radials shall be approximately equally spaced and of varying lengths to avoid "ringing."
- The ground rods shall be constructed from 3/4 (0.75) inch diameter ten (10) feet long copper clad steel rods driven into the soil. Rods shall be spaced at twenty-five (25) feet maximum along the ground ring. Ground rods shall be installed vertically, and the top of the installed ground rod shall be a minimum of eighteen (18) inches below finished and adjacent grade. Ground rods shall be bonded to the ground ring. Should it be substantially difficult to install the ground rods due to rocky soils, enhanced chemical ground rods, ground plates or drilled ground points may be installed at a frequency determined by the Contractor's designer.
- All concrete used for the grounding system shall be twenty percent (20%) fly ash by weight to improve conductivity.
- All metallic equipment located within six (6) feet of the grounding system shall be bonded to the ground ring using 2/0 bare copper conductors. This shall include at a minimum, all tower legs, concrete encased electrodes in all foundations, equipment shelters, standby generator sets, mufflers, air intakes, louvers, metallic portion of the building exterior, electric power service entrances, fences, gates, and HVAC units.

- The grounding system shall incorporate a copper lightning rod to be attached to the top of the tower. The lightning rod shall be at least 5/8" diameter and 5' long.
- The grounding system calculations and drawings are to be signed and sealed by a Registered Colorado Professional Engineer. A copy of drawings and materials list shall be submitted to the City of Grand Junction for approval prior to procuring materials and construction.

Specifications for building foundation:

The City of Grand Junction shall supply the building for the project. Contractor shall be responsible for concrete foundation specifications and installation and shall meet those set in Section: **Specifications for Concrete Construction**. Contractor shall also be responsible for loading, transport, off-loading, and installation of the building structure from 333 West Ave, Grand Junction, CO 81501

Fencing Specifications:

SECTION 607 – FENCES

Section 607 of the Standard Specifications is hereby revised for this project as follows:

Add the following: Extended and rebuilt fence and gate.

Material Description:

All replaced or extended fencing material shall be chain link, with 3 strand barb wire to match the existing fence structure onsite. The fencing shall have a minimum gauge thickness of 9 gauge and have a height of what is in use on the site presently. All line posts shall have a minimum nominal diameter of 1 7/8" and have a schedule 40 pipe thickness or matching previous post and fence structure. All terminal posts shall have a minimum nominal diameter of 3" and have a schedule 40 pipe thickness. The gate shall be commercial grade equipped with a locking mechanism. All posts shall be concreted in place with a minimum of 4000 PSI concrete.

A portion of the existing perimeter fence must be removed for to allow for construction and then rebuilt to the specifications given on drawing 1A. It includes the installation of the fence gate and all hardware to secure the site matching the pre-existing fence.

Ground hardscape

A gravel driveway will be built from where the new gate entrance at the south corner of the property extending 15 feet past northern side of structure.

The area 5 feet past the building perimeter will be covered with a weed barrier and covered with gravel, approximately 4" thick throughout the distance of the structure.

Project Submittal Requirements

The Contractor shall submit to the City of Grand Junction all required documentation in electronic (PDF) format and on paper with three (3) copies. All computer generated drawings shall be furnished to the City of Grand Junction in an electronic format of the software in which the drawings were created. The City of Grand Junction reserves the right to utilize a maximum of five (5) business days for the review of each submittal. The Contractor shall submit the following documents for approval by the City of Grand Junction prior to beginning fabrication, installation or construction:

- Copies of all permits obtained by the Contractor. Contractor and the City of Grand Junction shall coordinate permit process as to avoid duplication.
- The Contractor is responsible for submitting a Construction Plan a minimum of fifteen (15) days prior to mobilizing. The Construction Plan shall include the construction schedule. The Plan shall include the following activities at a minimum: mobilization, earthwork, concrete placement, grounding system installation, tower erection, seeding and demobilization.
- Site plan, signed and sealed by a Registered Professional Engineer in the State of Colorado, detailing the final position of all proposed equipment in relation to existing equipment including, but not limited to the following:
 - Tower foundation, ladder location and safety climb locations;
 - Fence and gate locations (as appropriate);
 - Electrical distribution system component and line routing locations;
 - Shelter and foundation locations;
 - Erosion control plan and earthwork;
 - Cable bridge foundation and structure locations.
- The tower documentation shall include:
 - An electronic copy of the tower design model.
 - A drawing, signed and sealed by a Colorado Registered Professional Engineer detailing tower geometry and assumed equipment locations including fabrication details;
 - Tower calculations signed and sealed by a Colorado Registered Professional Engineer;
 - All environmental conditions utilized for the design;
 - All member sizes, materials and finishes;
 - All connection designs including the number and type of fasteners assumed and connection plate thicknesses and materials;
 - Member capacities/stress ratios for all sections and member types for worst case loading;
 - Tower deflection and twist data under maximum load and under service loads;
 - Tower reactions for worst case loading broken down into concurrent shear and vertical loading for the maximum shear and vertical loading conditions;
 - Material take-offs and total tower weight;
 - Erection plan, signed and sealed by a Colorado Registered Professional Engineer;

- Removal Plan;
- Waveguide ladder, ladder, safety climb;
- Mill certificates for all structural elements and fasteners.
- The foundation design documentation shall include:
 - Drawings signed and sealed by a Colorado Registered Professional Engineer showing foundation geometry and reinforcing;
 - Foundation calculations signed and sealed by a Colorado Registered Professional Engineer.
 - Assumed loading for the foundations utilized for the design;
 - Assumed concrete and reinforcing strengths;
 - Details of mix design including design strength, any admixtures, slump range, air entrainment range and maximum water content; and
 - Foundation placement procedure.
- The Ice shield / snow load cover shall include a roof cover that is over the building that protects the roof from ice fall from the tower and also provides a minimum 100 LB snow load protection it is to be made entirely of steel and shall stand on its own covering the building and air conditioners, sloping to the buildings rear (Side without entry doors) at a 30° to 50° slope so as to shed all snow and rain water to the back of the building, It will include rain gutter to channel rainwater to drain without excessive erosion of soil.
- The cable bridge documentation shall include:
 - A construction drawing, signed and sealed by a Colorado Registered Professional Engineer, of the cable bridge shall be submitted to the City of Grand Junction prior to fabrication and installation. The drawing shall include foundation details, all component materials and member sizes and finishes.
- The grounding system documentation shall include:
 - Test results from soil resistivity testing;
 - Grounding system design drawings, signed and sealed by a Colorado Registered Professional Engineer;
 - The manufacturer's product literature and installation recommendations for all proposed bonding and connections shall be submitted to the City of Grand Junction for approval prior to installation; and
 - Field testing of grounding system by third party report at the expense of the Contractor. The Contractor shall not backfill excavations for the grounding system until the City of Grand Junction approves the results of the grounding system testing.
- Qualifications of the independent inspection individuals and firm per the following requirements:
- Resume and/or qualifications of on-site independent inspector(s), Inspection firm(s) and testing firm(s) prior to the start of construction.

4.4. Modified Drawing Requirements Adding Cable Bridge and Building Cover: The cable bridge and Building Ice Shield Snow load cover documentation shall include:

- A construction drawing, signed and sealed by a Colorado Registered Professional Engineer, of the cable bridge and building cover shall be submitted to the City of Grand Junction prior to fabrication and installation. The drawing shall include foundation details, all component materials and member sizes and finishes.

4.5. RFP Tentative Time Schedule:

- | | |
|--|-------------------------------------|
| • Request for Proposal Available | March 9, 2018 |
| • Pre-Bid Meeting | March 16, 2018 |
| • Inquiry deadline, no questions after this date | March 22, 2018 |
| • Addendum Posted | March 26, 2018 |
| • Submittal deadline for proposals | March 30, 2018 |
| • Owner evaluation of proposals | April 2-6, 2018 |
| • Interviews (if required) | April 12, 2018 |
| • Final selection | April 16, 2018 |
| • City Council Approval (if required) | May 2, 2018 |
| • Contract execution | May 3, 2018 |
| • Geotechnical Work | Immediately upon contract execution |
| • Work begins on site | July 15, 2018 |
| • Proposed completion Date | September 14, 2018 |

4.6. Questions Regarding Scope of Services:

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

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/business-and-economic-development/bids/> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). 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 G**.

- 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. Plans/Drawings:** Contractor shall provide 30% plans/drawings with their proposal response.
- E. 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.
- F. Fee Proposal:** Contract shall be established as “Cost Plus a Fixed Fee. Contractor shall submit their Fixed Fee utilizing the attached form in Section 7.0 Solicitation Response Form.

- G. 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
- Experience/Required Skills
- Necessary resources
- Strategy & Implementation Plan
- References
- Fees

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-4484-18-DH

“Design/Build Communication Tower, Shelter Foundation Construction, and Snow Load Building Cover at Grand Mesa”

Offeror must submit entire Form completed, dated and signed.

1) Total “Fixed Fee”, per scope/specifications:

TOTAL “FIXED FEE” \$ _____

WRITTEN: _____ dollars.

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.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned 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

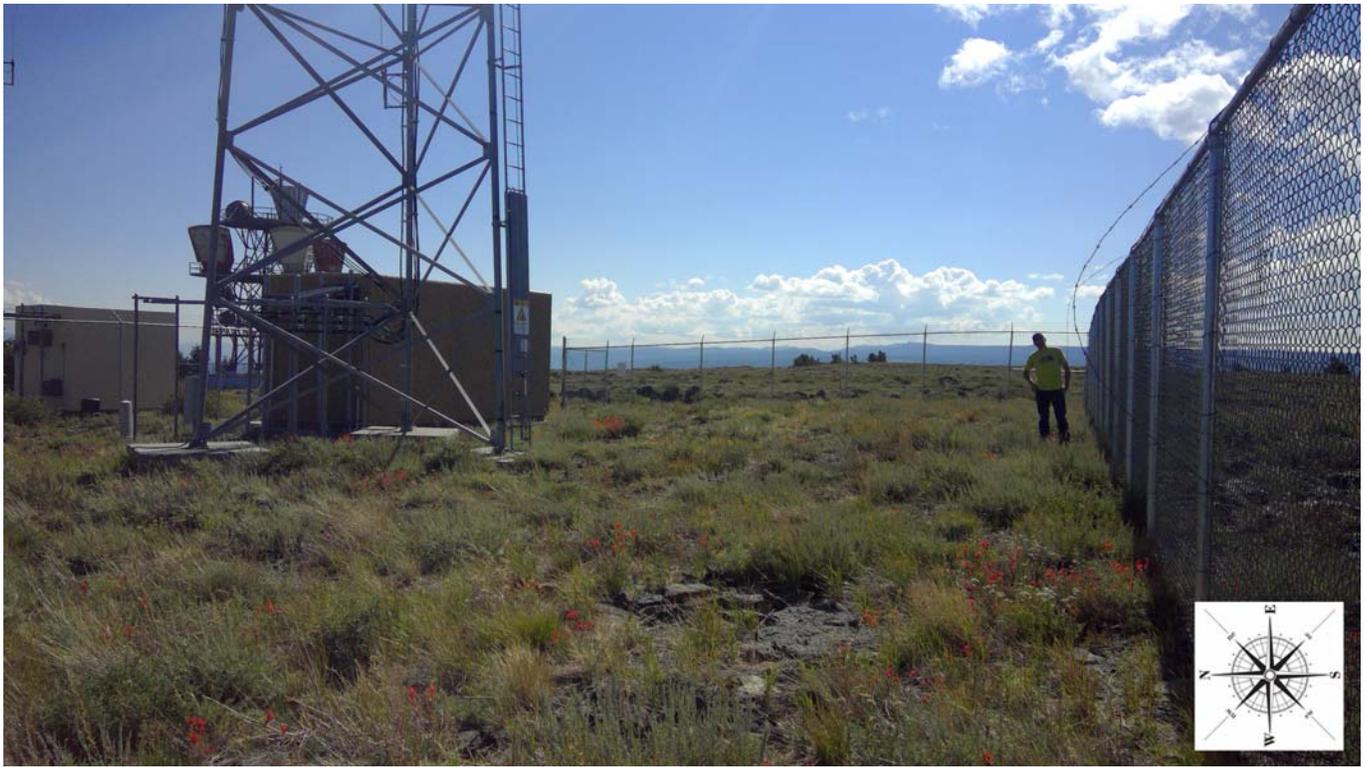
Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

Site Pictures









12 X26 Building that will be installed on site.



Similar finished site

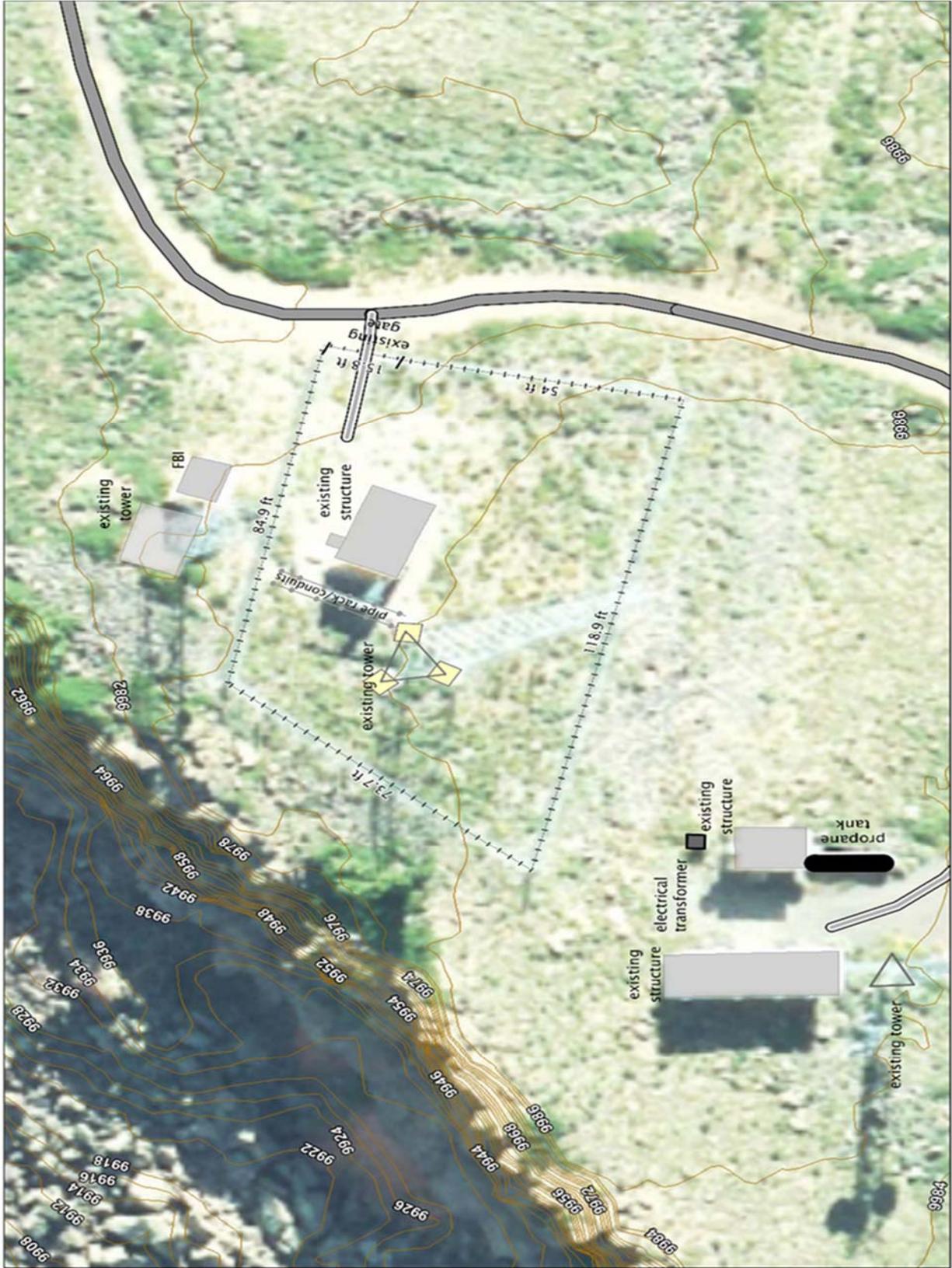


Similar tower

Grand Mesa Site



Existing Layout

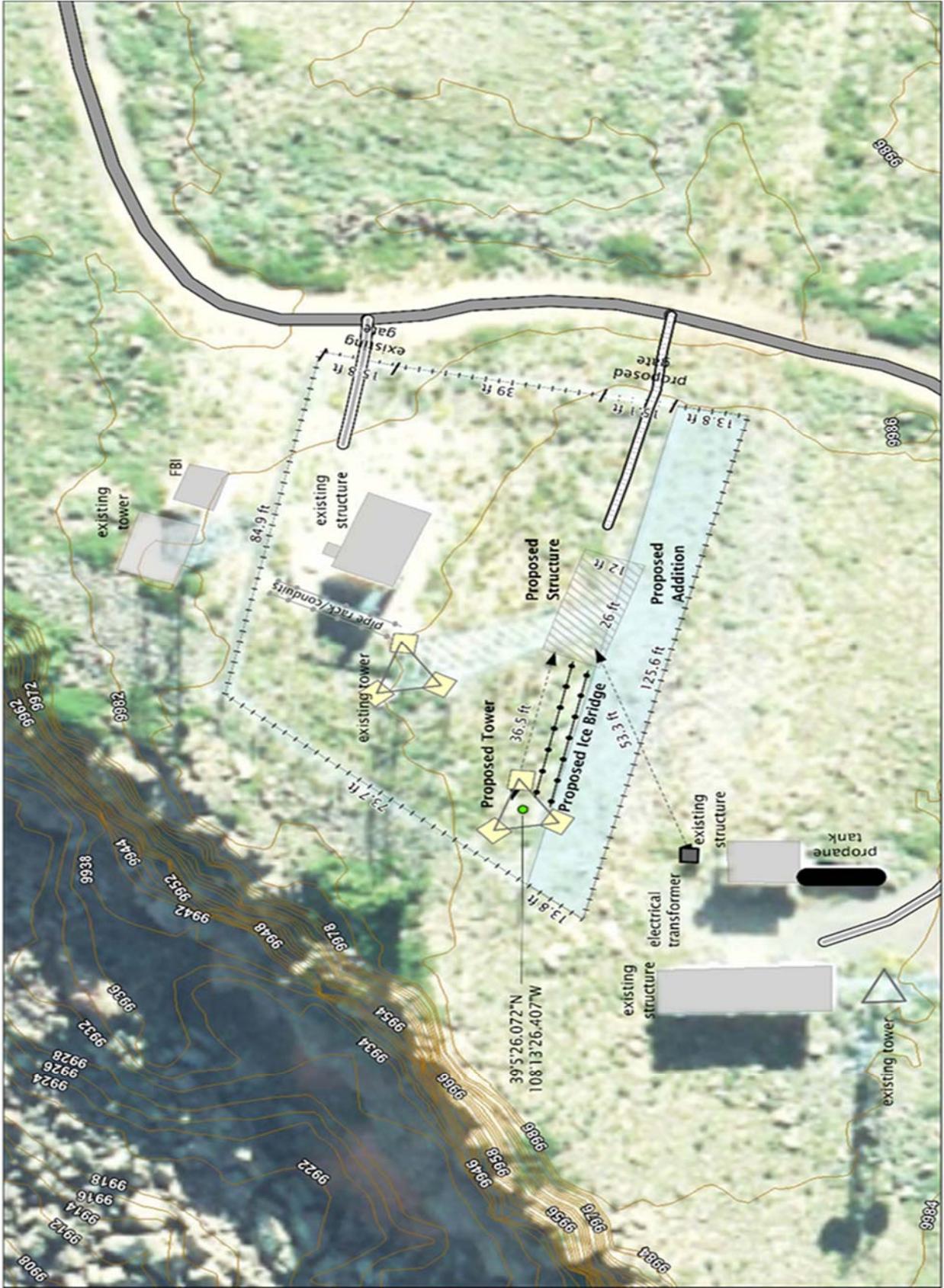


Wednesday, February 14, 2018

1 inch = 19 feet

Grand Mesa Site

Proposed Layout



Wednesday, February 14, 2018



Grand Mesa Site

