



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 8th day of March, 2018 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Ciavonne Roberts and Associates, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Contract for Professional Landscape Architectural Services RFP-4454-18-DH.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; **Contract for Professional Landscape Architectural Services**;
- c. Contractors Response to the Solicitation
- d. Services Change Requests (directing that changed work be performed);

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

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

ARTICLE 4

Contract Time: The Contractor hereby agrees to commence Services under the Contract on or before the date specified in the Solicitation from the Owner.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, as per the Contractor's submitted itemized fee proposal. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional services to be performed, which services causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional services have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Services progress. Applications for partial shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

ARTICLE 6

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



LETTER OF INTENT

Date: February 13, 2018

Company: Ciavonne, Roberts & Associates, Inc.

Project: Contract for Professional Landscape Architectural Services (RFP-4454-18-DH)

Based upon review of the proposals received for Contract for Professional Landscape Architectural Services (RFP-4454-18-DH), your company has been selected as the preferred proposer of this solicitation process. It is the intent of the City of Grand Junction to award the aforementioned contract to your company as is listed in the RFP documents and your proposal response.

This contract must be approved by the City Manager prior to award and a contract being issued.

Please feel free to contact me with any questions at 970-244-1545.

Thank you and Best Regards

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written in a cursive style.

Duane Hoff Jr., Senior Buyer

A. Cover Letter

January 30, 2018

City of Grand Junction
c/o Duane Hoff Jr. – Senior Buyer
250 N.5th Street
Grand Junction, CO 81501

RE: Request for Proposal RFP-4454-18-DH – Contract for Professional Landscape Architectural Services

Dear Evaluation Team:

A benefit of being a Landscape Architect is the fulfillment of moving through a built environment that you helped to create; less tangible but equally fulfilling is the collaboration of the design team, stakeholders and clients that become integral in shaping that new environment. The firm of **Ciavonne, Roberts & Associates, Inc. (CRA)** has had the pleasure of providing landscape architectural and planning services for various successful City of Grand Junction projects, over many decades. We have been part of the teamwork and passion behind multiple projects working with: Public Works; Parks and Recreation; the Planning Department; and occasionally with Legal and/or Administration.

CRA is a landscape architectural planning and design firm, and is pleased to respond to the Request for Proposal for the Contract for Professional Landscape Architectural Services. Ted Ciavonne, PLA, will be the principal contact person throughout the contract period, and will typically make presentations on behalf of the design team. I use the word “typically”, as this firm has three licensed landscape architects, each with decades of experience, each with a ‘strong suit’, and could occasionally be the better person to make a presentation.

We are capable of bringing your visions to fruition because we offer a strong local presence, a creative, professional team, and a history of listening to our clients to help achieve *their* project objectives. We believe that the enclosed information will help the Evaluation Team understand who we are, what we will do, and how we will do it. We look forward to the diversity this Contract for Professional Landscape Architectural Services will offer.

Sincerely,



Ted Ciavonne, PLA

Ciavonne Roberts & Associates, Inc.
LAND PLANNING AND LANDSCAPE ARCHITECTURE
222 N. 7th Street
Grand Junction, CO 81501
Ph (970) 241-0745
ted@ciavonne.com

B. Qualifications / Experience / Credentials

Ciavonne, Roberts & Associates, Inc., Landscape & Planning Architects (CRA) is a Western Slope planning and design firm established in Grand Junction in 1982. CRA was founded on a commitment of serving western Colorado by making a positive and lasting impact on the landscape of the region. We have extensive experience in serving both public and private clients, offering a wide range of planning and landscape architectural consulting services. Over our 35+ years history we have assisted Western Slope cities and towns with a number of land planning, streetscape planning and design, park planning and design; most recently being involved in Grand Junction with the Jarvis Area Master Plan (Planning Department), First Street Reconstruction (Public Works), the Las Colonias Business Area design (Public Works / Parks and Recreation), and the Riverside Area Preferred Concept (Parks and Recreation). Additionally we have a large portfolio of notable 'older' public sector projects for Grand Junction that include: the Horizon Drive Master Plan and Phase 1 Roundabouts; the Las Colonias Master Plan and Amphitheater Construction; the Main Street Uplift Project.



We are committed to using a team approach to planning and design, an approach that has worked very well in our streetscape, park and public spaces projects. An integral part of this approach is personal communication with all members of the design team. This communication, and the ability to incorporate the ideas generated into implementable plans, is essential to effectively respond to the needs and to address the technical requirements of all projects.

Services Provided

Ciavonne, Roberts & Associates has a history of completing conceptual plans for the built environment that evolve to detailed design drawings and ultimately successfully constructed projects.

This includes streetscapes, parks, commercial, industrial, educational, medical, and residential projects. We also provide planning services ranging from area studies to code modifications, developer entitlement services, and subdivision planning.

We believe it is important to briefly mention our range of successful projects because many of our services and skills will be utilized in the Contract for Professional Landscape Architectural Services. We believe this contract will be for diverse services, and the users will vary from few to thousands. Our related expertise follows.



Corridor Improvements and Streetscapes

Ciavonne Roberts has designed numerous corridor and streetscape projects that are rarely ‘just’ aesthetic, as they always include elements of traffic calming and pedestrian safety. Relevant examples include:

- Entire corridor improvement projects usually contain a sizable ‘pedestrian’ amenity packages such as street and pedestrian lighting, pedestrian crosswalks, seating and site furniture, art and thematic features, and low water use street trees and shrub plantings. CRA was instrumental in the design of Grand Junction’s 5th Street, Grand Avenue, 7th Street, the Main Street Uplift Project, and Horizon Drive for the Horizon Drive District.
- Streetscape improvement projects which include landscape and irrigation for new roads, such as the Regional Airport, West Ridges Boulevard, and numerous subdivision roadways
- Multiple entryway /roundabout planning and design projects including Main Street and 7th, 2nd Street and Colorado Avenue, Park Ave. and Meander Drive, and Walker Field and Falcon Way in Grand Junction.



Multifunctional Public Plazas

The Community Centers and Public Plazas Ciavonne Roberts has worked on are multifunctional offering play areas, outdoor movie space, picnic, play, and special event space. CRA:

- Planned and designed the Mesa Community Center grounds, which has become the “100% spot” for their community.



- Designed the 2nd Street Plaza at Two Rivers Convention Center in Grand Junction; the very successful Palisade Town Plaza; and the recently completed the Silt Library and Town Hall Plaza. Our design work on the new Mesa County Main Library includes public plazas and patios.
- Conceptualized, but not constructed, we provided 3D models of concepts for the Main Street Uplift project, one of which included closing one city block to automobiles and creating a full pedestrian mall.



Parks

Ciavonne Roberts has master planned and designed numerous park projects, dating back to our origins in the early 1980s. But our more recent and pertinent work has been in aiding the City of Grand Junction Parks and Recreation Department, and Public Works Department, in the development of the Las Colonias Park area.

Las Colonias Park

Ciavonne Roberts & Associates was hired to aid Parks Staff with the development of a master plan. In association with this master plan CRA helped develop logical ‘stand-alone’ phases of construction and associated cost estimates for each phase.



One of the more ‘studied’ components of this master plan was the large capacity amphitheater. The City Parks and Recreation Department ultimately hired CRA to provide project coordination services for the City during the amphitheater design and construction.

Currently CRA is working with Public Works and Parks and Recreation on the detailed design of the east side area called the Las Colonias Business ‘Park’.



Long Family Memorial Park

40 acres donated by the Dr. Long family were transformed into Mesa County’s first regional park with the help of CRA as the lead consultant. CRA also helped to provide support to the County for public meetings and obtaining GOCO funding from the state. A public facilitation process resulted in creating more of a Neighborhood Park accessed at the north end, and a sports complex accessed from the south. Built in four phases, the finished park includes multi-use soccer and softball fields as well as a skate park, multi-use sports courts, walking paths, bus drop-offs, large and small shade and picnic pavilions and playground areas. Large event parking can be shared with Central High School.



Canyon View Park

This large regional park was built in multiple phases, starting with the four softball fields, six soccer fields, tot lot and playground areas, walking paths, and a central facilities area with shade pavilions and restroom and concessions structures. A second phase completed the three southern soccer fields; then the baseball field, the tennis complex and the football/multi-purpose fields (in separated phases). The design called for realignment and reclamation of a major drainage through the area. CRA was part of a multi-disciplinary team led, by Winston & Associates (MIG), and was involved with the final design of the majority of the park phases.



Land and Area Planning

The diversity of services that CRA provides is further exemplified by the land planning and area planning services they provide. With our experience in the Private Sector we have also been able to aid the Planning Department with some of their planning projects. Most recently CRA worked with a Steering Committee in facilitating a preferred plan for the Jarvis area; and a number of years ago CRA was hired to prepare the Westside Downtown Plan, which provided ideas and options that are still valid today.

Often times the planning of projects is best facilitated through planning charrettes with a select group of people, and CRA has led these charrettes for city projects with Planning, Public Works, and Parks and Recreation.



Key Personnel

Ted Ciavonne, PLA, Ciavonne, Roberts & Associates - Since founding Ciavonne, Roberts & Associates, Ted has established himself as a respected landscape architect and land and site planner with both public and private sector clients throughout western Colorado. Ted's expertise ranges from the initial pre-planning and conceptualization phase, through specific project planning and design, to implementation. Assuring early and on-going communication with clients and other design professionals is of primary concern to Ted because it enables him to develop flexible planning and design alternatives within stipulated budgets and to manage and administer the project through all phases of design and construction. The result of his work has been the responsive and successful completion of numerous projects. Most recently Ted played a significant role in the development of the **Las Colonias Park Master Plan**, and was also hired by the City of Grand Junction as Owners Representative for the development of the **Matchett Park Master Plan**. Ted will play a key role throughout the design phases of the project and will be the day-to-day point of contact during the completion of the Final Design of Las Colonias Park Amphitheater Area.

Craig Roberts, PLA, CID, Ciavonne, Roberts & Associates - Craig is a principal and partner in Ciavonne, Roberts & Associates, Inc. When he joined Ciavonne & Associates on the Western Slope of Colorado in 1983, he brought with him many years of experience in the design-build environment of landscape architecture, as well as a background in natural resource planning and design. Craig provides valuable experience in all phases of landscape architecture from conceptual design through construction administration. His extensive experience in providing "on-site" project coordination and site observation for commercial development, industrial parks, municipal construction, and residential landscapes confirm his responsiveness in all types of projects. His ability to understand construction schedules and estimate material costs are a major asset to the firm. Craig would primarily focus on overseeing the landscape and irrigation design of the project. Ciavonne Roberts and Associates provides in-house irrigation design, and Craig is a Certified Irrigation Designer.

Michael Hoch, PLA, Ciavonne, Roberts & Associates - Mike has worked with CRA for over 17 years and enjoys using and sharing his skills in recreation, horticulture, and computers to add to the design process at Ciavonne, Roberts & Associates. His professional background and unique perception provide him the ability to design and manage a variety of projects, while providing graphic and technical skills to the firm. Mike managed the landscape drawings for the Main Street Uplift project, the Mesa Community Center Site Redevelopment, and the entirety of the Long Park project. Mike recently returned to Grand Junction after two years of telecommuting for the company.

Mallory Reams, Ciavonne, Roberts & Associates - Mallory is a graduate in Landscape Architecture and has worked at Ciavonne, Roberts & Associates for two and a half years. She is a talented designer, and brings many new skills to the firm, particularly technical and graphic skills. Mallory shows levels of understanding, precision, and commitment that is well beyond her years, and is capable of taking on anything that is asked of her. Although now a 'veteran' of the firm, she has been an excellent addition.

More extensive resumes are provided under Item G – Additional Information.

C. Strategy and Implementation Plan

Interpretation of Owner's Objectives

The City of Grand Junction is seeking to contract professional Landscape Architect services on an “as needed” basis. This ‘objective’ in itself does not sound complicated, but knowing the diversity within the field of Landscape Architecture it is critical for **Ciavonne, Roberts & Associates, Inc., Landscape & Planning Architects (CRA)** to display that we are the best choice to provide the skills and knowledge most useful to the City of Grand Junction.

Plan for Meeting the Objectives of the RFP

With the ‘Objective’ being an ‘as needed’ contract with a Landscape Architect, our strategy is to display why **CRA** is *uniquely* qualified for this contract with the City of Grand Junction:

- We provide Landscape Architecture and Irrigation design services.
 - We believe we are the ‘rare’ firm that provides in-house irrigation design services, and maintain a Certified Irrigation Designer on staff;
 - Because our firm is geared towards the ‘built’ environment, we have expertise in grading, drainage, underground utilities, pavements, landscape walls, fencing, irrigation, large turf areas, and landscape;
 - We have three very experienced licensed Landscape Architects that have worked together for decades, and can therefore ‘fill in’ for each other if something unexpectedly interrupts a schedule;
- We have +35 years of local familiarity, understanding, and experience in this valley.
 - We have worked with many City departments: Public Works / Engineering, Parks and Recreation, City Planning, and even Legal and Administration;
 - We understand the City planning and design processes, and know that successful projects must include the integration of maintenance personell from the onset;
 - We are familiar with the natural conditions of the area, including our low precipitation climate, poor soils, dirty irrigation water ... and we are familiar with the realities of working with Special Districts, having limited selections on building materials, and more often than not – working within limited budgets.
- We are easily accessible.
 - We can typically be responsive on short notice to most anything that may be needed;
 - We have over 35 years of experience in juggling multiple projects within our office; we can “make time” on short notice for any new project that may arise;
 - We are walking distance from City Hall.

Without having the knowledge of any specific project at this time, we can only speak to the *logical progression of tasks and efforts* that we incorporate into any process. On any given project we may find that our expertise is needed from the onset, or we may be brought in half way through a design, or we only need to address preparation of construction drawings. We remain flexible to what might be

requested. With that said, we typically see the progression of tasks as: Program Development; Concept Development; Design Development; Construction Drawings; Bid Administration Services; and Site Observation during construction.

The lack of a specific project only allows us to respond generically to *time schedule for completion of our firm's implementation plan*. As noted above, we are extremely accessible, and flexible to adjust our schedule on short notice. You can count on the proper *time commitments* to get a project done, but over the years we have realized individual 'strong suits' within the firm, and try to match those up accordingly. For this reason you will typically see a higher time commitment from Ted Ciavonne for Programming, Concept Development, and Design Development; and higher time commitments from Craig Roberts and Mike Hoch for Design Development, Construction Drawings, Bid Administration Services, and Site Observation. It's not a rigid assignment of tasks, just a generalization.

D. References

***Ciavonne Roberts & Associates, Inc.**

Greg Linza
Mesa County Facilities
Grand Junction, CO 81501
970-244-3232
greg.linza@mesacounty.us

City of Fruita Public Works
Attn: Mr. Ken Haley
325 E. Aspen Suite 155
Fruita, CO 81521
970-858-9558 ex 6500
khaley@fruita.org

Frank Watt
Public Works Director
Town of Palisade
PO Box 128,
Palisade, CO 81526
970-250-4643
fwatt@townofpalisade.org

*A number of our References currently work for the City of Grand Junction, and we did not want to create a potential conflict by listing them. But we encourage you to "ask around."

E. Fee Proposal

Hourly Rates and Expenses

The following are the current hourly rates charged by **Ciavonne, Roberts & Associates, Inc., Landscape & Planning Architects (CRA)**. CRA annually reviews these rates. Rates charged for services performed by CRA will be the rates in effect on the date the services are performed.

A. Principal	Meetings, Conferences, Presentations, Programming	\$125.00
B. Project Planner	Project Programming, Land Planning, Site Planning, Reports, Research, Communications, Coordination of Governmental Submittals/Approvals/Reviews	\$100.00
B. Project Manager	Project Management, Research, Communications, Estimates, Primary Design, Coordination of Bid and Construction Documents, Specification Writing, Site Observation & Field Work.	\$100.00
C. Project Designer	Site Analysis and Inventory, Detail Design, Design and Layout of Bid and Construction Documents, Estimates, Graphic Design, Specification Preparation, Site Observation & Field Work	\$80.00
D. Technician	Base Mapping, Design, Construction Detailing, Graphics, CAD, Report and Specification Preparation	\$65.00
E. Clerical	Typing, Report and Specification Preparation, Travel	\$50.00

Direct Expenses

The Client shall reimburse CRA for reasonable expenses actually incurred by CRA. These direct expenses will be charged in addition to the design fees on a cost plus 10% basis for out-of-pocket expenses CRA incurs in the performance of Services required. The following items will be considered direct expenses:

1. Sub-contracted work.
2. Transportation and travel in the performance of Services for the Client. Travel expenses shall include meals, lodging, and vehicle expense in connection with trips requested and authorized by the Client. Mileage costs are 55¢/mile.
3. Long distance telephone calls, transmission and receiving of facsimile and telegrams, postage and shipping costs.
4. Fees paid for securing approval of governmental agencies having jurisdiction over the Project(s).
5. Volume reproduction and handling of drawings and reports, or other work-related items produced by the Consultant. Limited in-house copying costs are not invoiced.
6. Plotting, photo supplies and development, drawing enlargement, duplication and offset work other than that outlined in the Scope of Services

(Effective 01-01-2018)

F. Legal Proceedings/Lawsuits

Clavonne, Roberts & Associates, Inc., Landscape & Planning Architects (CRA) has no past, present, nor pending lawsuits.

G. Additional Data

Clavonne, Roberts & Associates, Inc., Landscape & Planning Architects (CRA) staff resumes are attached.



**TED J. CIAVONNE, PLA
LANDSCAPE ARCHITECT**

Since starting Ciavonne & Associates over 35 years ago, Ted has established himself as a respected landscape architect and land and site planner with both public and private sector clients throughout western Colorado. Ted's expertise ranges from the initial pre-planning and conceptualization phase, through specific project planning and design, to implementation. Assuring early and on-going communication with clients and other design professionals is of primary concern to Ted because it enables him to develop flexible planning and design alternatives within stipulated budgets and to manage and administer the project through all phases of design and construction. The result of his work has been the responsive and successful completion of numerous projects.

Ted has worked throughout the West Slope region of Colorado since 1978. Initial work implementing Visual Resource Management techniques for the Bureau of Land Management, and then as a private consultant with Colorado firms in Denver and in Grand Junction. In 1982, Ted founded Ciavonne and Associates, a Landscape and Planning Architecture firm, with strong commitments to provide cost effective planning and design alternatives to public and private clients and to accentuate the beauty of developed and reclaimed landscapes.

Ted enjoys applying his professional skills toward a full range of projects and services. He has worked on the detailed design of streetscapes, plazas, parks, and trail systems; the site planning of commercial, educational, and recreational facilities; the comprehensive planning of residential developments and multi-acre communities. Many of these projects required his experience with regulatory submittal applications. This diversity of projects and services enables Ted to maintain a well-rounded expertise. His personal philosophy that "there is always something new to learn" enables him to bridge the gap between academic theory and practical application. This philosophy instigates the firm's pragmatic yet progressive approach to cost-effective planning and design

RELATIVE EXPERIENCE*

- * Riverfront at Dos Rios (2017)
- * Las Colonias Amphitheater, Grand Junction (2017)
- * Fruita Gateway Enhancements and Fruita Streetscape Phase 2 (2017)
- * Horizon Drive Roundabouts (2014-2015)
- * Jarvis Area Concepts (2016)
- * Whitman Park Facilitation (2015)
- * Horizon Drive Master Plan (2011-2014)
- * Las Colonias Masterplan (2013)

COMMUNITY INVOLVEMENT & AWARDS

- * Colorado State Board of Landscape Architecture 2007-2010 (President - 2007 / 2008)
- * American Society of Landscape Architects: Past Western Slope Director
- * Current Member City of Grand Junction Zoning Focus Group
- * Current Member County Process and Code Review Committee
- * Legends Art Committee Volunteer: Site Design / Install Coordinator
- * Governors Award for Smart Growth: Fruita Riverfront Action Plan



**CRAIG G. ROBERTS, PLA, CID
LANDSCAPE ARCHITECT**

Craig is a principal and partner in Ciavonne, Roberts & Associates, Inc. He needed little enticement to join Ciavonne & Associates on the Western Slope of Colorado in 1983. He brought with him many years of experience in the design-build environment of Landscape Architecture, as well as a background in natural resource planning and design.

Craig provides valuable experience in all phases of Landscape Architecture from conceptual design through construction administration. His extensive experience in providing "on-site" project coordination and site observation for commercial. Development, industrial parks, municipal construction, and residential landscapes confirm his responsiveness in all types of projects. His ability to understand construction schedules and estimate material costs are a major asset to the firm.

Interest in sustainability, water conservation, and Xeriscape applications in design have culminated in Craig's designation as a Certified Irrigation Designer. His constant search for efficient, cost effective solutions to irrigation applications has lead Ciavonne, Roberts & Associates to the forefront of expertise in the efficient use of water. We have proven that the best and most cost efficient plans come through the total integration of irrigation design with landscape design, making the firm unique in offering both landscape architecture and in-house irrigation design.

Since arriving in Grand Junction, Craig has contributed to numerous community and service associations. He served two terms as president of the State Board for the Associated Landscape Contractors of Colorado (ALCC) and had previous responsibilities as the vice president, secretary, and president of the Western Chapter of the ALCC. He has also represented the interests of the horticulture industry on the advisory board for the Colorado State University Tri-River Cooperative Extension office and served one term on the City of Grand Junction Planning Commission.

RELATIVE EXPERIENCE

- * Horizon Drive I-70 Interchange Landscape and Sculpture Placement
- * Grand Junction Public Safety Building
- * Grand Junction Main Street Renovation
- * 2nd Street Plaza at Two Rivers Convention Center
- * Workforce Center for Mesa County
- * Mesa County Fairgrounds 2012-2017

COMMUNITY INVOLVEMENT & AWARDS

- * KAFM Community Radio Board Member, (2010)
- * Associated Landscape Contractors of Colorado Foundation Board member, (2007)
- * Excellence in Landscape Grand Award, Xeriscape Landscape Construction, Associated Landscape Contractors of Colorado (2002)
- * Excellence in Landscape Grand Award, Single Family Residential Landscape Construction, Associated Landscape Contractors of Colorado (1997)
- * Downtown Development Authority New Construction Award, 3rd & Main Amphitheater (1997)
- * Associated Landscape Contractors of Colorado: President (1995/94) Vice-President (1993), Secretary (1992)



**MICHAEL S. HOCH, PLA
LANDSCAPE ARCHITECT**

Mike earned his degree in Landscape Architecture at Kansas State University (KSU), with an emphasis in planning and construction. Before joining Ciavonne & Associates in 1995, Mike worked at a small design firm in Oklahoma, Camelot Gardens Nursery in Montrose, and the United States Forest Service in Delta. This wide range of work experience included projects from detailed design of private gardens and public streetscapes, to the site planning and design of private office complexes and public campgrounds, to the comprehensive planning of urban greenbelts and rural scenic byways. Mike's background provides a creative capacity for working in both urban and rural settings.

Mike enjoys using and sharing his skills in recreation, horticulture, and computers to add to the design process at Ciavonne, Roberts & Associates. His professional background and unique perception provide him the ability to design and manage a variety of projects, while providing graphic and technical skills to the firm. Mike continues to expand his professional skills, having significant involvement in such varied projects as: the Keystone Ski Lift for Crested Butte Mountain Resort, West Lake Skateboard Park design, Corner Square Retail and Business Park, Rimrock Center commercial designs, Hospice and Primary Care Partners campus, Fruita Community Recreation Center, Main Street Uplift, 7th Street and 1st Street Streetscapes, Horizon Drive redesign, and the Mesa County Justice Center. Additionally Mike has been involved with multiple projects at: St. Mary's Hospital, Battlement Mesa, Colorado Mesa University, Community Hospital, the City of Fruita, the City of Rifle, Crested Butte, Montrose, and Rangely, CO. Mike served as the day-to-day project manager for multiple phases of Long Family Memorial Park, Little Salt Wash Park, Colorado State Parks Trails, and the Grand Junction Regional Airport. He shares our enthusiasm and commitment to the completion of a quality product, from concept to construction.

RELATED EXPERIENCE

- * First Street Landscape and Irrigation (2016)
- * Fruita Gateway Enhancements and Fruita Streetscape Phase 2 (2017)
- * Horizon Drive RAMP (2014-2015)
- * James Robb State Park Trails (2015 to current)
- * Mesa County Fairgrounds Improvements (2013-2016)
- * Mesa County Library (2012)
- * Grand Junction Public Safety Building (2011)
- * Main Street Uplift Technical Design (2009)
- * Fruita Recreation Center and Library (2009)
- * Palisade Town Plaza (2008)

COMMUNITY INVOLVEMENT & AWARDS

- * State of Colorado Licensed Landscape Architect
- * Ordained Elder, Grand Junction Seventh Day Adventist Church
- * Member, Sigma Alpha Lambda, Landscape Architecture Honorary.
- * Vice President, Tau Sigma Delta, Architecture and Design Honorary.
- * The Prairie Center Design Competition, Olathe, KS, Honorable Mention.
- * American Society of Landscape Architects, Merit Award.



**MALLORY A. REAMS
PLANNER / LANDSCAPE DESIGNER**

Since joining Clavonne, Roberts & Associates in 2012, Mallory has been involved in multiple phases of planning and site design, from master site analysis to detailed site and landscape plans, preparation of presentation graphics. She has also been involved in design coordination and assisting in presentations to clients and community group.

Mallory's other experiences include: Conceptual Design and Master Planning for industrial, office, commercial, service, institutional, recreational, and residential uses; Construction Design & Implementation including creation of construction documents. Land Planning and Landscape Architecture including site planning, landscape design, irrigation design, grading and drainage, and recreation planning and design. For graphic work she is well versed in Photoshop, Illustrator, and Sketch Up.

Mallory graduated from Colorado State University in 2011 with a Bachelor in Landscape Architecture. During her final, summer semester, she travelled abroad to France and Italy, studying the history of Landscape Architecture.

RELATIVE EXPERIENCE

- * Riverfront at Dos Rios (2017)
- * Fruita Gateway Enhancements and Fruita Streetscape Phase 2 (2017)
- * Horizon Drive Roundabouts (2014-2015)
- * Jarvis Area Concepts (2016)
- * Whitman Park Facilitation (2015)
- * Horizon Drive Master Plan (2011-2014)
- * Las Colonias Masterplan (2013)
- * Mesa County Fairgrounds (2013)
- * Mesa County Library Expansion (2012)

COMMUNITY INVOLVEMENT

- * 2016-Present: Young Professionals Network of Mesa County member
- * 2013-Present: Beautification Committee Chairperson for Westwood Estates Association
- * 2016-2017: Director of Westwood Estates Homeowners Association
- * 2014-2016: President of Westwood Estates Homeowners Association

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4454-18-DH Contract for Professional Landscape Architectural Services

Offeror must submit entire Form completed, dated and signed.

The Owner reserves the right to accept any portion of the services 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.

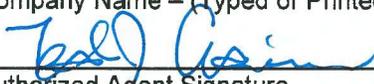
Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- 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: (1) ONE

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

Ciavonne Roberts & Associates, Inc.
Company Name – (Typed or Printed)


Authorized Agent Signature

222 N. 7th Street
Address of Offeror

Grand Junction, Colorado, 81501
City, State, and Zip Code

Ted J. Ciavonne
Authorized Agent – (Typed or Printed)

970-241-0745
Phone Number

ted@ciavonne.com
E-mail Address of Agent

January 29, 2018
Date



**Request for Proposal
RFP-4454-18-DH**

**Contract for Professional Landscape
Architectural Services**

RESPONSES DUE:

January 31, 2018 prior to 3:30 PM MST

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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- 1.0 Administrative Information and Conditions for Submittal**
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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 is directed to:

RFP QUESTIONS:

Name, Title

Email

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide landscape architectural services to the City of Grand Junction on an “as needed” basis.
- 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 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.
- 1.5 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**).
- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror 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.

- 1.8 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.9 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 City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. 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 Services 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 entitled **“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 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.15 Sales Tax: The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.16 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 Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the 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 Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services 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 Services 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 Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the Services under a contract with the Firm.
- 2.5. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the Services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the Services or an adjustment in the contract sum or the contract time.
- 2.6. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the Services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.7. Uncovering & Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.8. Acceptance Not Waiver:** The Owner's acceptance or approval of any Services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his Services. 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.
- 2.9. 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 amendments to the contract shall be made in writing by the Owner.
- 2.10. 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.

- 2.11. 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. Firm 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.
- 2.12. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.13. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be done or information that comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.15. 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.
- 2.16. 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.
- 2.17. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.17.1. 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.
- 2.17.2. 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.
- 2.17.3. 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.

- 2.18. 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).
- 2.19. 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.
- 2.20. 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.
- 2.21. 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.
- 2.22. 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.
- 2.23. 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, subFirm 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.
- 2.24. 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 Servicesers' Compensation, normally provided by the Owner for its employees.
- 2.25. 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.

- 2.26. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.27. 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.
- 2.28. 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.
- 2.29. 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.
- 2.30. 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.
- 2.31. 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.
- 2.32. 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.
- 2.33. 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.
- 2.34. Gratuities:** The Firm 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 Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

- 2.35. 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.
- 2.36. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.37. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.38. Multiple Offers:** 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.
- 2.39. 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.
- 2.40. Definitions:**
- 2.40.1. "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.
- 2.40.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.40.3. "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence Services without clarifying Drawings, Specifications, or Interpretations.
- 2.40.4. "Sub-Contractor" is a person or organization who has a direct contract with the Firm to perform any of the Services at the site. The term sub-contractor is

referred to throughout the contract documents and means a sub-contractor or his authorized representative.

- 2.41. 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.

SECTION 3.0: INSURANCE REQUIREMENTS

- 3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

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

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

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

The policy shall be applicable to all premises, products and completed 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 (XCU) hazards. The policy shall contain a severability of interests provision.

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

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 Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

- 3.2 Additional Insured Endorsement:** 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 Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General:** The City of Grand Junction desires to enter into an annual contract with a professional landscape architectural firm to provide all related services as required, on an "as needed" basis.

4.2. Special Conditions/Provisions:

4.2.1 Price/Fees: Services pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, drawings, engineering work, shipping/freight, licenses, permits, fees, etc.

Provide a complete list of all potential costs with associated services, as may be related to landscape architecture. The list should be broken down into both hourly rates, and flat rate fees, as may apply.

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

4.2.2 Codes: Contractor shall ensure that project design, scope, and specifications meets all Federal, State, County, and City Codes.

- 4.3. Specifications/Scope of Services:** Firm shall provide all services related to landscape architecture, on an "as needed" basis, to include, but not be limited to: initial/preliminary design, programming, final design, construction documents, project phasing-as needed, etc.

4.4. RFP Tentative Time Schedule:

- Request for Proposal available January 16, 2018
- Inquiry deadline, no questions after this date January 25, 2018

- Addendum Posted January 26, 2018
- Submittal deadline for proposals January 31, 2018
- Owner evaluation of proposals February 1 - 6, 2018
- Final selection February 8, 2018
- Contract execution February 9, 2018

4.5. Questions Regarding Scope of Services:

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

- 4.6. Contract:** Contract shall commence upon award and will run through December 31, 2018. The awarded Firm and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Firm and the Owner, be extended under the terms and conditions of the contract for three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

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/BidOpenings.aspx> 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 in Section 5.0 “Preparation and Submittal of Proposals.” 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 Firm 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/Mesa County and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Fee Proposal:** Provide a complete list of all potential costs with associated services, as may be related to landscape architecture. The list should be broken down into both hourly rates, and flat rate fees, as may apply.

- F. Legal Proceedings/Lawsuits:** State any and all legal proceedings, and or lawsuits you firm has been involved with in the last 3 years, is currently involved with, and/or has pending. Describe the reason for each instance, and the outcome.
- 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, Firm, 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 Firm.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4454-18-DH Contract for Professional Landscape Architectural Services

Offeror must submit entire Form completed, dated and signed.

The Owner reserves the right to accept any portion of the services 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



Purchasing Division

ADDENDUM NO. 1

DATE: January 26, 2018
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Contract for Professional Landscape Architectural Services RFP-4454-18-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. Are you accepting proposals for on-call Irrigation Design services as well? I didn't see that in the RFP and was wondering how you are going to address that portion of each project.
A. Irrigation design services would be expected to be included with the requested contract services.
2. Q. Regarding the Request for Proposal, RFP-4454-18-DH, where would the City prefer the Solicitation Response Form be included in the RFP proposal?
A. The Solicitation Response Form may be included at the end of the proposal documents.
3. Q. Is there a pre-existing on-call contract for LA services? If so, who holds it?
A. The City has not utilized on-call landscape contractor historically.
4. Q. Can you give examples of the range or type of projects that may be released to the on-call consultant (this helps us to refine our quals)?
A. Currently, it is unknown what specific projects for these types of services may or may not be upcoming for the intended contract period. However, a median improvement or similar would be a general type of project for such services.
5. Q. Is there a maximum fee value per task order, and maximum annual fee value for the on-call services?
A. The City is not establishing maximum fees. However, it is estimated that \$25k would be the upper range for task order, and an estimated \$50k for the upper range of annually.

6. Q. Will all City departments have access to the on-call consultant or will there be an individual department who utilizes these services?
- A. It is anticipated that the primary users of the established contract will be Public Works – Engineering, and Parks & Recreation divisions. However, the contract may be utilized by all divisions within the City.
7. Q. Who will be the direct contact/report at the City for the consultant?
- A. To be determined per project. However, the City Purchasing Agent will be the contract administrator for the duration of the contract period(s).
8. Q. Will there be one consultant/team selected, or a short list of pre-qualified vendors?
- A. It is the City's intent to select a single Firm to provide the requested contract services. However, award(s) shall be made in the City's best interest.
9. Q. Section 4.2.1 Indicates that we should submit 'all potential costs' including 'flat rate fees'. Given the request for on-call services, are the specific tasks or services for which we should also provide projected flat-rate fees? Understanding that each task order will include a fee proposal, we want to make sure we are wholly responsive to the RFP.
- A. The City would anticipate flat rate fees to be for travel, plan publication, etc.
10. Q. Section 1.11 indicates that all confidential information be disclosed in a separate document uploaded and Section 5 Indicates the proposals be formatted as directed in Section 5. How would you like us to state information that is confidential within a particular section (specifically in section F - Legal Proceedings/Lawsuits)?
- A. If submitting Confidential information within a section of your proposal response, please highlight and reference sections of your response containing such information.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado