



**Request for Proposal
RFP-5189-23-DD**

**Design of Emerson Park Landscape Site Plan
and Skate Park**

RESPONSES DUE:

February 27, 2023, prior to 2:00 PM

Accepting Electronic Responses Only

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

www.bidnetdirect.com/colorado

(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)

NOTE: All City solicitation openings will continue to be held virtually.

PURCHASING REPRESENTATIVE:

Dolly Daniels, Senior Buyer

dollyd@gjcity.org

970-256-4048

REQUEST FOR PROPOSAL

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<http://trimview.gjcity.org/?=SOLDOC/25417>

Attachment 2 Emerson Park Utilities Map (2)

<http://trimview.gjcity.org/?=SOLDOC/25418>

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is to be directed to the Purchasing Agent.

Dolly Daniels, Senior Buyer
dollyd@gjcity.org

With the exception of Pre-Bid or Site Visit Meeting(s), all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified and professional firms specializing in the design and installation of skate/wheel parks within a community park setting at Emerson Park. The proposed design shall include a landscape site plan and a skate/wheel park design, plans, specifications, cost estimate preparation.
- 1.3 Optional Site Visit Meeting:** Interested Firms/Contractors are strongly encouraged to attend a site visit meeting. The purpose of this site visit meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). **The site visit meeting shall take place on February 7, 2023, 2pm at Emerson Park 301 South 10th Street, Grand Junction, CO.** Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.
- 1.4 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 its authorized representative.
- 1.5 Compliance:** All Offerors submitting a proposal agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything 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 Agent prior to the submittal deadline.
- 1.6 Procurement Process:** The most current version of the [City of Grand Junction Purchasing Manual](#) is contracting.
- 1.7 Submission:** See section 5.0 for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5. Submittals that fail to follow this format may be ruled non-responsive.

Solicitation Opening for Design of Emerson Park Landscape Site Plan and Skate Park RFP-5189-23-DD

Feb 27, 2023, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet, or smartphone.

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- 1.8 Altering Proposals:** Any alterations made prior to opening date and time must be initiated by the Offeror. Proposals may not be altered or amended after submission deadline.
- 1.9 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.
- 1.10 Acceptance of Proposal Content:** The selected proposal shall become Contract Documents. 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. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the Consultant of Firm.
- 1.11 Addenda:** All questions shall be submitted in writing to the Purchasing Agent. 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 Purchasing Agent. Sole authority to authorize addenda shall be vested in the Purchasing Agent. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.12 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. An Offeror taking exception to the specifications does so at the Offeror's 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 any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates 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 the proposal and contract documents.

- 1.13 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 may establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with CORA, the request shall be reviewed and decided by the Owner. If denied, the Offeror shall have the opportunity to withdraw its proposal, or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.14 Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror 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 the City’s right.
- 1.15 Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following requirements.
- 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.
- 1.16 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. All proposals shall be open for public inspection after the Contract is awarded.
- 1.17 Sales Tax:** The Owner is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.18 Public Opening:** Proposals shall be opened in a virtual meeting immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the name(s) and business address of the proposing Offerors 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 which shall be acknowledged by the Offeror on the Letter of Interest or

Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts 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 may be deemed a waiver or any right(s) to subsequently modify the term(s) of performance, except as 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 it has familiarized itself with the local conditions under which the Services is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract 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/or drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. The Contract Documents 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, including the City, bearing on the performance of the Services. If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. 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, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Services under a Contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Service(s) under the Contract Documents. Upon receipt of written notice that the Service(s) 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 the Owner finds the Service(s) 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 Firm, of the value of Service(s) performed in accordance with the Contract Documents. The Service(s) performed by the Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional Firms in the same or similar type of Service(s) in the applicable community. The Service(s) to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

- 2.6. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Firm 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 Firm agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$250.00** 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 Service of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Service, rather than having the benefit of a completed Service 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 Firm must complete the Service(s) 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 Firm considers the entire Service ready for its intended use, Firm shall certify in writing that the Service is substantially complete. In addition to the Service being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed the Scope of Service. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Service shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

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 Firm's failure to complete the Service within the Contract time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Firm's failure of timely performance, the Firm agrees to pay these costs that the City incurs because of the Firm's delay, and these payments are separate from and in addition to any liquidated damages.

The Firm 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 Firm agrees to reimburse the City for all expenses thus incurred.

- 2.7. Protection of Persons & Property:** The Firm 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. Firm 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 Firm in the execution of the

services, or in consequence of the non-execution thereof by the Firm, it shall restore, at its 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.

- 2.8. 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 Purchasing Agent issued after the execution of the contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.9. 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.
- 2.10. 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 discovery 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.
- 2.11. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the Offeror of its present responsibility to maintain the high quality, integrity, and timeliness of its 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.
- 2.12. 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 City Contract Administrator.
- 2.13. Assignment:** The Firm shall not sell, assign, transfer or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.14. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The 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.
- 2.15. 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.

- 2.16. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be performed or information that comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.
- 2.17. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this Request For Proposal.
- 2.18. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Firm. The Contract represents the entire and integrated agreement between the City and the Firm 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.
- 2.19. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Services proposed and/or performed by the Firm. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.20. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final 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.
- 2.21. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Firm agrees to:
- 2.21.1.** 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 Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.21.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.
 - 2.21.3.** 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.
- 2.22. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.23. Ethics:** The Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.24. Failure to Deliver:** In the event of failure of the Firm to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm responsible for any and all costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.25. 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 of the Contract Documents at any time in accordance with the terms thereof.
- 2.26. Force Majeure:** The Firm 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 Firm, unless otherwise specified in the Contract.
- 2.27. Indemnification:** Firm 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 Firm, or of any Firm's agent, employee, Sub-Firm or supplier in the execution of, or performance under, any Contract which may result from proposal award. Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance.
- 2.28. Independent Firm:** The Firm 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, 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.
- 2.29. 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.
- 2.30. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.31. 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.

- 2.32. Patents/Copyrights:** The Firm 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 Firm 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 Request For Proposal.
- 2.33. Governing Law:** Any agreement as a result of responding to this Request For Proposal 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.
- 2.34. Expenses:** Expenses incurred in preparation, submission, and presentation to this Request For Proposal are the responsibility of the Firm and cannot be charged to the Owner.
- 2.35. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under a Contract.
- 2.36. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits 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. The Contract will be subject to and provide a non-appropriation of funds clause.
- 2.37. 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 its discretion, accept future proposals for the same service or commodities for participants in such collusion.
- 2.38. 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 its discretion, terminate the Contract without liability to the Owner.
- 2.39. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.40. Benefit Claims:** The Owner shall not provide to the Firm any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.41. 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 Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.

2.42. Multiple Offers: If an Offeror submits more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Offer". The Owner reserves the right to make award in the best interest of the Owner.

2.43. 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 Offeror and the participating Firms. 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 its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its 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 its solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

2.44. Definitions:

2.44.1. "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.

2.44.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

2.44.3. "City" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term City means the City or its authorized representative(s). Based on such observations and the Firm's Application for payment, the City will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts, as provided in the Contract. The City will have authority to reject Service(s) which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Firm to stop the Service(s) or any portion, or to require special inspection or testing of the Service(s), whether or not such Service(s) can then be fabricated, installed, or completed. The City will not be responsible for the acts or omissions of the Firm and/or Sub-Firm, or any of its agents or employees, or any other persons performing any of the Service(s).

2.44.4. "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, Specifications and Drawings, Scope of Services, Addenda, and Modifications and shall at once report to the Owner any error, inconsistency, or omission it 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.

2.44.5. "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.

- 2.45. Public Disclosure Record:** If the Offeror has knowledge of its employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", and/or 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 the Contract. 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 the Contract 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 Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. 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: Firm 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 interest 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 City against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

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

- 3.2** Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured. Every required policy 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/Background:** The purpose of this RFP is to obtain proposals from qualified and professional Firms specializing in the design and installation of skate/wheel parks within a community park setting at Emerson Park. The proposed design shall be at least a concept level. The design will include landscape site plan and a skate/wheel park design, plans, specifications, and cost estimate preparation for the 3.1-acre park space located at 301 South 10th Street. Emerson Park is a historical park within the City of Grand Junction that currently has a small restroom, playground, and mature tree canopy.

The City of Grand Junction has two skate parks within the current park system. One located at West Lake Park (125 West. Orchard Avenue) and the other at Eagle Rim Park (2736 Cheyenne Drive). Please see Attachment #5 for comments from the skate community related to their thoughts on the description of the type of skating amenities that are currently offered at these two facilities.

The City of Grand Junction completed the Parks and Recreation Open Space Master Plan in 2020 which outlined the project to be completed. The renovation of Emerson Park was identified to include a destination skatepark. See Attachment #4. Emerson Park is located in an area that has limited parking and pedestrian access across Pitkin and Ute Avenues. The existing playground and supporting facilities are underused and dated. This park has the potential to add significant value to the local neighborhoods as a destination bike and skate park serving skilled users (including all wheel sports: skateboard, scooter, freestyle bike, skate).

The addition of angle parking along 10th Street would improve access. There are many mature legacy trees in this park that contribute highly to the urban canopy. These trees must be preserved. These trees and the large available area present an opportunity to design a unique skate park experience, with 'flow' and street-style elements winding through the existing trees and free-style terrain in the larger open space in the center of the park. Design must be around mature trees and include some onsite parking (5-10

spaces) in addition to the angled parking on 10th Street and provide a solution for restroom such as a Port-a-Potty enclosure. It is envisioned that the existing restroom facility as well as the existing playground will be removed.

The City of Grand Junction is continuing to work on improvements to all of the skate park facilities. An example of this commitment to the community is an additional project to add \$60,000 in improvements to Eagle Rim Park in 2023. This project is not included in this RFP but should be noted as these completed improvements at Eagle Rim Park might adjust the design at Emerson Park.

4.2. Purpose: The purpose of this RFP is to obtain proposals from qualified and professional Firms specializing in the design of modern wheel/skate park facilities designed for community use.

4.3. Plans & Specifications. The design must fully address the entire site and map out all improvements to come. Towards that end, it is envisioned design teams consist of at least a Licensed Landscape Architect licensed in the State of Colorado as well as a Specialty Skate/Bike Park Designer. The completion of this project will be determined by the proposed timeline which will be used as one of the evaluation criteria. A good faith estimate of when the final report can be delivered is expected. The City desires to enter into this Project using the 2024 budget. This would require the final report to be received no later than August 15, 2023. The design plan shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Contractor. Design development up to construction documents is planned to occur as part of the Design – Build contract once the project is funded for construction.

4.4. Special Conditions & Provisions:

4.4.1 Optional Site Visit Meeting: Interested Firms/Contractors are strongly encouraged to attend a site visit meeting. The purpose of this site visit meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). The site visit meeting shall take place on February 7, 2023, 2pm at Emerson Park at 301 South 10th Street, Grand Junction, CO.

4.4.2 Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-paid and allowed.

4.4.3 Price: Pricing shall be established as “a lump sum”, and shall be all inclusive to include but not be limited to: all remaining design and contract administration, labor, , travel, meetings, conference calls, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project. The Owner’s budgeted amount for this project is \$100,000.

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.

Contractor shall submit its pricing utilizing the attached form in Section 7.0 Solicitation Response Form.

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

4.4.4 Laws, Codes, Rules, and Regulations: Contractor shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.4.5 Project Schedule: Offeror shall include a project schedule, delineating the calendar of events proposed to meet the projected deadline of August 15, 2023.

4.4.6 Time of Completion: Contractor shall submit a complete project schedule for design with its proposal.

4.4.7 Contract: A binding Contract shall consist of: (1) the RFP and any Addendum(s) thereto, (2) the Offeror's response (proposal) to the RFP, (3) clarification of the proposal, if any, and (4) the City's Purchasing Department's acceptance of the proposal by "Notice of Award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

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

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Offeror and the Purchasing Agent or by a modified Purchase Order/Contract prior to the effective date of such modification. The Offeror 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.

4.4.8 City Project Manager: The Project Manager for the Project is Emily Krause. During Design, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

**City of Grand Junction
Department of Parks & Recreation
Attn: Emily Krause, Project Manager
emilyk@gjcity.org
1340 Gunnison Ave
Grand Junction, CO 81501**

4.4.9 Contract Administrator: The Contract Administrator for the Project is Duane Hoff, Jr., who can be reached at (970) 244-1545. During the scope of the Project, Contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org

4.5 Scope of Services: The general scope of services to be obtained as a result of this RFP includes all landscape design and skate/wheel park designs for a destination wheel park at Emerson Park. The expectation is that the selected Firm will use a landscape architectural Firm and a skate park specialty Firm to provide design documents, plans, and cost estimates.

Critical elements to consider in this project are as follows, although these points are not all-inclusive:

- Facilitate a public process to identify the preferred concept design for the design of Emerson Park in a way that is budget conscious and maximizes the ability for the skate community to be involved and feel an ownership of the design plan.
- Provide engineer's opinion of probable costs for construction of a destination wheel park that is unique to the area.
- Ensure completion of the project by August 15, 2023.
- Work with the City Forester to come up with a creative solution to designing a wheel park that works with the urban canopy.

Mature Tree Canopy - Due to the nature of the mature tree canopy located within Emerson Park, the City will actively assist the selected Firm in defining protection and preservation standards for existing trees. The City Forester will provide access to a tree survey with accurate representation of tree locations and an associated boundary area for tree protection zones where excavation or changes to grade should be avoided to protect tree health. The tree survey will identify trees of poor condition not requiring root zone protection and smaller trees that can be considered for transplanting into new locations. It is expected that the Firm will work closely with City staff to create a unique skate park experience that works with the urban tree canopy.

Schedule of Project Services (Tasks): Public involvement will be an important element of this project:

- A minimum of two public meetings are envisioned for the consultant.
- A minimum of three Stakeholder meetings are envisioned for the Consultant.
- It is assumed that additional meetings can be conducted by staff.

An effort extending no more than four months is envisioned. Individual and unique approaches are welcome. Provide the following as a basic outline:

Phase 1: Programming and Public Participation: A public participation process will be required because of the size and location of the park and the large skating community.

Phase 2: Conceptual Design Development: It has been identified in the Parks and Recreation Open Space Master Plan that the need for a destination skate/wheel park at Emerson Park is the priority. The details, elements within the skate park, amenities at the park will all be established as part of this design process. Ultimately a final agreed upon Preferred Plan with supporting graphics is expected.

Phase 3: Final Design Plan to Include Cost Estimates: A Final Design Plan will be refined from the above processes during the Design-Build phase (and separate from this RFP scope). The plan will be drawn to scale and will include at a minimum:

- Accurate dimensional skate park design documents
- Generalized grading to a one-foot contour level.

- Line diagrams for site utilities.
- Traffic study (if deemed necessary).
- Landscape and irrigation plan.
- Lighting plan.
- Signage plan.
- Other necessary drawing details, design notes, and specifications required for construction.

Minimum Firm Requirements:

- At least five years in the industry, with experience directly related to similar skate/wheel park designs.
- Successfully completed three (3) similar projects of scope and size within the last five (5) years. Please include budgetary information on each of these project references.
- Each Firm must show:
 - a) Complete disclosure of any incidents of default on projects where the Firm or related entity acted as project sponsor and the current status of such incidents;
 - b) Complete disclosure of any liabilities, contingent liabilities, obligations, charges and liens, covenants, off-balance sheet financing arrangements, defaults, legal action pending, or other matters that might prevent the Firm from implementing the Project; and
 - c) the Firm's or related entity's latest audited financial statements available as at the date of the RFP Submission.
- Qualified and permitted by law to perform the Services provided for this project. All personnel engaged in this Service for this project shall likewise be qualified and permitted to perform necessary duties.
- Ensure compliance with all applicable environmental regulations related to the project.
- The ability to develop value engineered option that fit within the budget.
- Project management and supervision.
- Preparation of all plans, schematics, drawings, scope, specifications, and all other related documents and requirements associated with the successful completion of this Project.
- The selected Firm may use local, qualified partners in the design.

4.6 Attached Documents: Click Links for Access

Appendixes

Attachment 1 Emerson Park Utilities Map

<http://trimview.gjcity.org/?=SOLDOC/25417>

Attachment 2 Emerson Park Utilities Map (2)

<http://trimview.gjcity.org/?=SOLDOC/25418>

Attachment 3 Emerson Park Irrigation 1983 Map

<http://trimview.gjcity.org/?=SOLDOC/25419>

Attachment 4 PROS Master Plan Page 75

<http://trimview.gjcity.org/?=SOLDOC/25420>

Attachment 5 Community Comments

<http://trimview.gjcity.org/?=SOLDOC/25421>

4.6 RFP Tentative Time Schedule:

- Request for Proposal available: January 25, 2023
- Optional Site Visit February 7, 2023, 2:00 PM
- Inquiry deadline, no questions after this date: February 14, 2023
- Addendum Posted: February 15, 2023
- Submittal deadline for proposals: February 27, 2023
- Owner evaluation of proposals: Feb 28-Mar 6, 2023
- Interviews (if required) March 9, 2023
- Final selection: March 10, 2023
- City Council Approval April 5, 2023
- Contract execution: April 7, 2023
- Services begins no later than Upon Notice to Proceed
- Completion August 15, 2023
- Holidays
 - President's Day February 20, 2023
 - Memorial Day May 29, 2023
 - Juneteenth June 19, 2023
 - Independence Day July 4, 2023

4.7 Questions Regarding Scope of Services:

Dolly Daniels, Senior Buyer
dollyd@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 (www.bidnetdirect.com/colorado).* *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 <https://co-grandjunction.civicplus.com/501/Purchasing-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 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 I**:

- 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 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:** Offerors shall provide its qualifications for consideration as a Contract provider to the City of Grand Junction and include prior experience in similar projects. In addition to Section 4.5 Scope of Services, Offerors shall also provide the following information with its proposal submittal:

Emerson Park Landscape Site Plan and Skate Park Design

Note: Key personnel will be committed to this project in the contract and can only be changed by approval of the City.

Provide a summary of key personnel experience information. List the most recent projects first. Include project owner and contact reference, project location, scope of project, design cost, construction cost, project duration and completion date. Additional discussion of Key Personnel experience can be provided as a narrative in the RFP.

Higher ratings will be given to experience in design of similar projects. The RFP response must include the following information, which will be used to rate the Offeror's proposal.

- a. Discuss experience of the key personnel working together on past similar projects. List previous projects and roles of the key personnel. Provide client references and resumes of key personnel.
- b. Discuss goals and challenges on previous projects that the team was involved in and how goals were met and challenges were addressed by key personnel.
- c. Discuss projects with change order values over 5% of the original project cost (not including change orders) or time delays over 1 month of the original duration. Describe circumstances that led to the change orders or delays and how the issues were resolved with the Owner.

- C. Strategy and Implementation Plan:** Describe 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 its 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 the Firm's implementation plan for design and an estimate of time commitments from Owner staff.
- D. References:** Provide references per Section 4.5 Scope of Services with name, address, telephone number, and email address that can attest to the Firm's experience in projects of similar scope and size.
- E. Scope of Services Response Form:** Offeror shall complete and submit the attached Scope of Services Response Form with its proposal.
- F. Solicitation Response Form:** Offeror shall complete and submit the attached Solicitation Response Form with its proposal.
- G. Fee Proposal:** Provide your fee proposal, as stated in Section 4.2.4 Pricing, using the Solicitation Response Form found in Section 7.

H. **Additional Data (optional):** Provide any additional information that will aid in evaluation of the Firm's qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 **Evaluation:** An evaluation team will review all responses and select the proposal(s) that best demonstrate the capability in all aspects to perform the Scope of Services and possess the integrity and reliability that will ensure full faith and full performance.
- 6.2 **Intent:** Only Offerors 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.

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 (**with weighted values**):

The following collective criteria shall be worth 90%
<ul style="list-style-type: none">• Responsiveness of Submittal to the RFP (20) (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)• Understanding of the Project and Objectives (20) (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)• Experience (30) (Firm's proven proficiency in the successful completion of similar projects.)• Strategy & Implementation Plan (20) (Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)

The following criteria shall be worth 10%
* Fees (10)

Owner 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 a final award(s), if any.

The Owner may 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 reserves the right to invite the most qualified rated Offeror(s) to participate in oral interviews, if needed.

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-5189-23-DD

“Emerson Park Landscape Site Plan and Skate Park Design Project”

Offeror must submit entire Form completed, dated, and signed.

1) Lump Sum Pricing: \$ _____

LUMP SUM WRITTEN: _____ **Dollars.**

The Owner reserves the right to accept any portion of the Work to be performed at its discretion. Depending on budget, Task 1, or any other component for that matter, may only be performed at this point in time.

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 it is 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. 98-03544. 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

The undersigned Bidder proposes to subcontract the following portion of Work:

<u>Name & address of Sub-Contractor</u>	<u>Description of Work to be performed</u>	<u>% of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Offeror acknowledges the right of the City to reject any and all Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Offer each party thereto certifies as to his own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Offer with any other Offeror or with any competitor.