

# OWNER'S REPRESENTATIVE SERVICES - RECREATION FACILITIES

February 2014

## REQUEST FOR PROPOSAL



City of Commerce City, Colorado  
Parks and Recreation Department  
Project No. PRG-01-2014

## TABLE OF CONTENTS

SECTION		PAGE
1.	Invitation	3
2.	City Information	4
3.	Proposals	5
4.	Evaluation and Award	8
5.	Projects Background/Purpose	9
6.	Scope of Work	14
7.	General Instructions	18
8.	Contract	20
9.	Key Dates	22

### ATTACHMENTS

Attachment A	Pioneer Park Conceptual Alternate A, March 13, 2006
Attachment B	Future Aquatic Park Conceptual, December 11, 2007
Attachment C	Concept Pool Plan, March 1, 2006
Attachment D	100% Design Development Documents, Oct 6, 2006
Attachment E	Second Creek Community Park Feasibility Study, Spring 2013
Attachment F	Recreation Center-Opinion of Probable Cost, November 25, 2013
Attachment G	Project Map
<u>Attachment H</u>	<u>Project Timelines</u>
Attachment I	Draft Contract for Consulting Services

## 1. ~~INVITATION~~ INVITATION

The City of Commerce City (the “City” or “Owner”) is soliciting written sealed proposals from qualified firms (“Respondents”) specializing in providing Owner’s Representative services to help manage the design and construction of three capital construction projects for the City (the Work”), as stated in this Request for Proposal (“RFP”).

**Responses to this RFP (“Proposals”) are due by 5 p.m. MST, on March 17, 2014.** Late Proposals will not be accepted. We look forward to your submittal. **Please note that interviews of short list finalists are scheduled for March 26, 2014.**

## 2. CITY INFORMATION

Commerce City is a home rule municipality operating under a Council-Manager form of government. Working under the City Manager, the administrative function of the City is conducted by seven departments.

### ABOUT COMMERCE CITY

As the state's fourth-fastest growing community, Commerce City is redefining itself for the next generation, building on historic values of community, industry, agriculture and family. Centrally located along Colorado's bustling Front Range, Commerce City is a Quality Community for a Lifetime, with 25 miles of trails, a championship golf course, 700 acres of open space and parks, one of the country's largest soccer complexes and the nation's largest urban wildlife refuge.

Learn more at [www.c3gov.com](http://www.c3gov.com)

Funding for this work is available as a result of Initiative 2K passed on November 5, 2013. Commerce City voters approved a one percent sales and use tax increase designated for parks, recreation and transportation. The Owner's Representative will assist the City with three of the five projects the City is committed to completing within the next five years. All five projects will be completed in compliance with the following goals and objectives:

- Building high quality facilities to lower their long-term maintenance costs
- Spending taxpayer dollars wisely and transparently
- Completing projects on time

To be eligible for consideration, the Respondent must be capable of supplying the Services identified herein and must meet all other criteria outlined in this RFP.

### 3. PROPOSALS

#### I. INQUIRIES AND CORRECTIONS

All inquiries relating to this RFP shall be addressed in writing to:

City of Commerce City Parks and Recreation  
Attention: Carolyn J. Keith, CPRP, Director of Parks, Recreation & Golf  
6060 E. Parkway Dr.  
Commerce City, CO 80022  
[ckeith@c3gov.com](mailto:ckeith@c3gov.com)

If a Respondent (subsequent to the pre-Proposal conference discussed below) finds discrepancies in or omissions from this RFP, or requires additional clarification of any part thereof, a written request for interpretation shall be submitted to the Director of Parks and Recreation (Carolyn Keith) at the email address shown above. Any interpretation of, or change made, to this RFP will be made by written addendum to each Respondent and shall become part of any contract awarded. The City will not be responsible for the accuracy of any *oral explanations, interpretations or representations*. It shall be the responsibility of each Respondent to verify that every addendum has been received prior to submitting a Proposal.

**Last date** for questions submittal shall be March 10, 2014. All questions shall be submitted in writing via e-mail to [ckeith@c3gov.com](mailto:ckeith@c3gov.com). A final addendum shall be issued no later than March 12, 2014 Reference "Project No. PRG-01-2014 Owner's Representative" in the subject line of all emails sent for this Work.

#### II. PRE-PROPOSAL CONFERENCE

A **MANDATORY** pre-Proposal conference concerning this RFP will be held at the Commerce City Civic Center, Council Chambers, located at 7887 E. 60<sup>th</sup> Avenue, Commerce City, Colorado, on March 7, 2014 at 8 a.m. to allow prospective Respondents an opportunity to present questions and obtain clarification relative to any facet of this RFP. **PROPOSALS WILL BE ACCEPTED ONLY FROM RESPONDENTS REPRESENTED AND PRESENT DURING THE ENTIRE PRE-PROPOSAL CONFERENCE.** Due to the importance that all Respondents have a clear understanding of the scope of the work and requirements of this RFP, **NO ONE WILL BE ADMITTED AFTER 8:10 a.m.**

Attendance at the pre-Proposal conference will be evidenced by identification of the prospective Respondent and the signature of the prospective Respondent's representative on the attendance roster. Such representatives are expected to bring a copy of the RFP and any drawings and plans to the pre-Proposal conference. Any changes resulting from the pre-Proposal conference will be issued in a written addendum to this RFP. No two prospective Respondents may be represented by the same person or entity. No person or entity may later submit a proposal on behalf of a Respondent which the person or entity did not represent at the pre-Proposal conference.

III. SUBMITTAL DATE, LOCATION AND OPENING

All Proposals must be received by the Director of Parks and Recreation, City of Commerce City, 6060 E. Parkway Dr., Commerce City, Colorado 80022, prior to 5 p.m. March 17, 2014. Proposals must be submitted in a sealed envelope plainly marked: "Request for Proposals: Owner's Representative Services, Project No. PRG-01-2014."

IV. UNACCEPTABLE PROPOSALS

Late Proposals will **not** be accepted under any circumstance, and any Proposal so received shall be returned to the Respondent unopened. In addition, Proposals sent by facsimile or electronically are not acceptable and will be rejected upon receipt. Respondents will be expected to allow adequate time for delivery of their Proposals.

V. PROPRIETARY INFORMATION

All information included in any Proposal that is of a proprietary nature must be clearly marked as such. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the Respondent. It is not acceptable to mark information other than financial data as proprietary without written authorization from the City. Failure to adhere to this restriction could result in rejection of the Proposal.

VI. DEFINITIONS, CONTEXT AND GENDER

Unless otherwise specified in this RFP, all words shall have a common meaning unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

VII. CONDITIONS OF PROPOSAL SUBMITTAL

- A. All Respondents shall comply with all conditions, requirements and specifications contained herein, with any departure constituting sufficient cause for rejection of the Proposal.
- B. The Proposal must be signed by a duly authorized official of the Respondent.
- C. No Proposal will be accepted from any Respondents in arrears for any obligation to the City or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- D. Only a single Proposal will be accepted from any Respondent.
- E. All prices, fees or costs quoted must be firm for a period of ninety (90) days following the opening of the Proposal.
- F. The City reserves the right to reject any and all Proposals or any parts thereof. The City reserves the right to waive any formalities or informalities contained in any Proposal and to award the contract to the most responsive and responsible Respondent as deemed in the best interest of the City.
- G. All Proposals shall be prepared in a comprehensive manner as to content, expensive binders and promotional materials are not necessary.
- H. All costs, including travel and expenses, incurred in the preparation and submittal of this proposal shall be borne solely by the Respondent.

- I. The City reserves the right to negotiate final terms with the selected Respondent that may vary from those contained in this RFP.
- K. The City reserves the right to request a client list from the Respondent for the purpose of determining potential conflicts of interest. The City shall treat this list as proprietary.
- L. Each Respondent must submit ten (10) bound copies, one (1) unbound copy, and one (1) CD-ROM or USB drive containing the complete Proposal.
- M. The City will not return to Respondents and Proposals or other information supplied to the City.

## **4. EVALUATION AND AWARD**

### **I. EVALUATION OF PROPOSALS**

Proposals should be concise and complete, covering all items identified, emphasizing an understanding of the Work and the resources required to perform the work.

A Project team or committee (the “Committee”) will evaluate all Proposals. Proposals shall be evaluated on the basis of the Evaluation Criteria noted herein. The Committee may make a selection on the basis of the Proposals received or may choose to “short list” Respondents for further negotiation, and the Respondents on the short list will be invited for presentation and interviews. The City reserves the right to request additional information from any Respondent after the submission deadline as necessary to complete the evaluation process. The Respondent selected for the award will be chosen on the basis of the apparent greatest benefit to the City, and not necessarily on the basis of lowest cost.

The City’s review of Proposals will focus in general on the expertise, experience and understanding of the Work as evidenced by the Selection Committee.

### **II. EVALUATION CRITERIA**

The selection of a Respondent will be based generally upon its credentials, relevant experience, fees, ability to successfully fulfill the requirements of this RFP, and willingness to complete a large and complex project in a carefully coordinated manner within the timelines established by the City.

Each Proposal will be evaluated based on the following four (4) criteria:

1. Responsiveness to the needs of the City, both in the time to complete the Work and in the scope of services offered. (20%)
2. Past experience/qualifications of the Respondent and relevant experience in dealing with municipal governments in projects of similar size, scope and nature. (40%)
3. Strength of Work team and management approach. (30%)
4. Results of reference checks and past performance for other clients. (10%)

Respondents are cautioned not to undertake any activities or actions to promote or advertise their Proposals, other than discussions with City staff as described in this RFP. After the release of this RFP, Respondents are not permitted to make any direct or indirect contact with members of the Committee, the City Council or media on the subject of this RFP, except in the course of City-sponsored presentations. Violation of these rules is grounds for disqualification of the Proposal.



## 5. PROJECTS BACKGROUND/PURPOSE

The City is seeking an Owner's Representative for the construction of three (3) capital projects consisting of an Outdoor Leisure Pool, a Recreation Center and renovations to an existing recreation center (the "Projects"). These Projects will be completed through contracts with selected Construction Manager/General Contractors ("CM/GC") or General Contractor and Design and Engineering firms ("design-bid-build"). The Owner's Representative will provide recommendations for the construction delivery method for each Project and the selection of the design/engineering firms and general contractors for the Projects.

All three Projects are conceptual in nature, and the accompanying scope of work for each Project is subject to minor revisions; furthermore, the "not to exceed" Project budgets provided are intended to represent the absolute maximum project cost. The design and scope of the Project shall be based upon individual Project needs and demands rather than the established budget. The Scope of Work items will be included on all three Projects. (See attached drawings and pictures for these Projects; attachments are for reference only.)

### A. OUTDOOR LEISURE POOL (THE "POOL PROJECT")

The location of the Pool Project is at the City's Pioneer Park, 5950 Holly Street, Commerce City, Colorado (the "Site").

Currently, the 37.5-acre Site contains the following amenities: four baseball/softball fields with lights; two playgrounds; a concession stand; a maintenance building; two flush restroom facilities; one portable restroom facility; batting cages; a skate park; a spray ground; two basketball courts with lights; four large and two small picnic shelters; and open grassy play space.

The Site includes approximately two (2) acres for the Pool Project, located on the east half of the Site bordered by Monaco Street. The Site has a total of 600 parking spaces. It is anticipated that the Pool Project will require 250 parking spaces during peak use. A drop-off area will be centrally located to allow users to be dropped off near the Pool Project area.

The Pool Project design goals and priorities include:

- Focus on youth and families
- Create a fun, interactive environment for all ages and abilities
- Develop specific areas for teens
- Create areas within the pool for multiple programming opportunities
- Provide enough water to meet community's needs "now" but anticipate future growth

A 100% Design Development Plan (Attachment D) for an outdoor leisure pool for the Site was completed in October 2006 by DHM Design and OLC Architecture. This 2006 Design Development Plan is reflective of a February 6, 2006, Preliminary Aquatic Facilities Evaluation/Analysis. Given its age, the 2006 Design Development Plan may require updating to ensure compliance with the City's current goals and values.

The following timeline has been proposed for the Pool Project:

- RFP for Design Consultants February 2014;
- Design anticipated to be completed 2<sup>nd</sup> quarter 2014;
- Construction to begin 3<sup>rd</sup> quarter 2014;
- Completion of Pool Project summer 2015.

The project construction budget for all expenses is not to exceed **\$8 million** for the pool.

B. NEW RECREATION CENTER AND SECOND CREEK INFRASTRUCTURE (THE “2<sup>ND</sup> CREEK PROJECT”)

The location of the 2<sup>nd</sup> Creek Project is a planned community park site per the City’s Prairieways Action Plan (the “2<sup>nd</sup> Creek Site”). Located southeast of I-76 and Highway 2, the 2<sup>nd</sup> Creek Site is approximately 143 acres bounded on the north by the BNSF Railroad, to the east by the O’Brian Canal, to the south by the O’Brian Canal and a vacant parcel owned by Buffalo Hills Ranch, and to the west by a parcel owned by Highway 2, LLC, which contains industrial uses. At the northwest corner of the Site is a 2.3-acre parcel where the previous land owner will retain mineral rights and site improvements should be limited.

The 2<sup>nd</sup> Creek Project plan includes approximately 9 acres for a future recreation center located at the southwest corner of the 2<sup>nd</sup> Creek Site near the primary entrance, which is only conceptual at this time. It is anticipated that the recreation center will require 350 parking spaces. Parking with lighting will also be provided for future sports fields and other park activities; 472 total parking spaces will be allocated for park activity use. A drop-off roundabout will be centrally located to allow users to be dropped off near the active/play area. It is assumed that park and recreation center parking will be shared and not dedicated solely to one use.

The recreation center design should include, but not be limited to, indoor leisure pool and support spaces, aerobics, dance, gymnastics, weight and fitness, walk/jog track, gymnasium, community room/meeting space, game room, indoor play area, required building support spaces and administrative spaces.

A proposed Second Creek Community Park at the 2<sup>nd</sup> Creek Site (the “Park”) would include amenities and activities typical of a City community park as described in the Prairieways Action Plan. Such amenities include multi-use fields, softball/baseball fields, volleyball courts, playgrounds, picnic shelters, parking, open space areas and trails. Possible alternate amenities include a skate park, a splash pad, basketball courts and tennis courts.

Overall, the Park will be organized into five general zones:

- Open Space (riparian/pond feature)
- Softball/Baseball Fields

- Central Activity Area
- Multi-use Fields
- Recreation Center

Trails will be an important feature within the Park. All trails must be ADA compliant and give Park users access to the various activities and open space throughout the Park. Concrete trails will be located primarily in heavy use areas with decorative colored concrete located in key areas of interest. Crusher fines (natural) trails will be used primarily in open space areas.

Development of the Park requires not only on-site improvements, but infrastructure and drainage improvements surrounding the Park as well. These improvements will provide better access to the Park from nearby developments, will channelize the flood plain and reconfigure irrigation canals to make the Park an accessible, usable site. The Park will generally be filled to promote adequate drainage.

Vehicles will access the Park from two locations. The primary access road will be at the southwest corner of the 2<sup>nd</sup> Creek Site from the improved 112<sup>th</sup> Ave. near Potomac Street. This access will include a bridge structure to span the O'Brian Canal and other roadway improvements required for traffic entering the Site. A secondary access road will enter the Site from Cameron Drive off of 120<sup>th</sup> Ave. This road will cross the Burlington Ditch with an improved vehicular bridge and then parallel the BNSF railroad along the west side of the Park.

The anticipated off-site improvements include construction of the 112<sup>th</sup> Avenue roadway and utilities, the intersections of Highway 2 and Chambers Road with 112<sup>th</sup> Avenue, and utility relocations. The majority of utility improvements, constructed to meet future needs as well as to service the 2<sup>nd</sup> Creek Site, will lie underneath 112<sup>th</sup> Avenue and must be included in the 2<sup>nd</sup> Creek Project. Sanitary sewer exists along the existing dirt roadway, but must be extended to the west to service future development. Water and irrigation systems will need to run along 112<sup>th</sup> Avenue to service the 2<sup>nd</sup> Creek Site. Small storm sewer improvements along 112<sup>th</sup> Avenue will be necessary to convey drainage off the road. An existing overhead utility line must be relocated as well as an existing gas line which runs through the area. The gas line must be relocated and extended to service the 2<sup>nd</sup> Creek Site. Potomac Street will be constructed as a two-lane road with the 2<sup>nd</sup> Creek Project. The water line for the 2<sup>nd</sup> Creek Site must be looped down Potomac Street.

Currently, Second Creek is undefined within the 2<sup>nd</sup> Creek Site and a majority of the 2<sup>nd</sup> Creek Site is located within the floodplain. Upstream drainage is intercepted by a retention pond and the O'Brian Canal. The existing Second Creek retention pond will be converted to detention pond with a significant release rate once a suitable crossing structure is installed to convey stormwater runoff under the O'Brian Canal. The new Second Creek detention pond will provide regional detention storage and water quality treatment. The Second Creek outfall channel will define a flow path through the Site to an existing crossing structure at the BNSF railroad.

## Second Creek Infrastructure Site Improvements – Coordination with City’s Engineering Consultant

The City plans to contract with an engineering design consultant to design the on-site improvements including park access, park site utilities, relocation of the Burlington Ditch, overlot grading and drainage improvements. A City staff member from the Public Works Department will serve as the Project Manager and oversee the work of the engineering design consultant. It is anticipated that weekly meetings of the project team, consisting of the City’s Owner’s Representative, the architectural firm for the recreation center, the engineering design consultant, and City staff will occur. These meetings will be the primary means of coordinating efforts amongst the parties however, separate meetings to discuss specific issues may also occur. It is anticipated that the Owner’s Representative will need to work closely with the City’s engineering consultant however they will not need to coordinate the engineer’s work.

The following timeline has been proposed for the 2<sup>nd</sup> Creek Project:

- RFP for Design Consultants 2<sup>nd</sup> quarter 2014;
- Design/Plan Development 2014;
- Construction to begin 2015-2016;
- Completion and staff move-in anticipated for Dec 2016;
- Open to the public in 2017.

The construction budget for all expenses is not to exceed **\$34 million** for the recreation center and **\$20 million** for the associated site and infrastructure.

### C. RENOVATIONS TO EXISTING RECREATION CENTER (“EXISTING CENTER PROJECT”)

The location of the Existing Center Project is the Commerce City Recreation Center located at 6060 E. Parkway Drive, Commerce City, Colorado (the “Center Site”).

The Commerce City Recreation Center (49,000 sq ft) was built in 1986 and expanded in 1996 to 67,000 sq ft contains the following amenities: gymnasium (3 courts), gymnastics room, weight room, elevated running track, senior lobby, kitchen, ceramic/arts and crafts, pre-school, multipurpose rooms, fitness room, dance room racquetball courts locker rooms, restrooms, game room, swimming pool (8 lanes with featured water slide – 155,000 gallon) and administrative offices.

The Existing Center Project involves new additions to the facility including a therapy pool, fitness area and family locker rooms. The Existing Center Project also involves the repurposing of some existing space such as the gymnastics room, remodeling of office space and lobby areas and exterior entrances.

The following timeline has been proposed for the Existing Center Project:

- RFP for Design Consultants 2015-2016;
- Construction 2016;
- Completion of Existing Center Project 2017.

The project construction budget for all expenses is not to exceed **\$6.5 million** for the Existing Center.

## 6. SCOPE OF WORK

The following are general work categories to be included in each of the three individual Projects:

### I. MASTER SCHEDULE

- A. Develop a detailed master schedule for each of the three Projects for all activities including design review, assist in bidding activities, assist in the purchase of major equipment components and services (that are Owner supplied), start of construction, major construction activities, substantial completion, commissioning, moving, occupancy and warranty inspections.
- B. Update the master schedule as needed to reflect changes in direction or schedule.
- C. Combine master schedules for each Project into a total program master schedule working directly with all Project managers.
- D. Maintain accountability with regard to the master schedule with each Consultant, Project Managers and Contractors.

### II. MASTER BUDGET

- A. Develop budget categories, which are to be tracked from start to completion.
- B. Establish budget amounts for each category and monitor and maintain the budget on behalf of the City without compromising quality or causing increased maintenance costs.
- C. Budget shall be in the City's standard format or approved format.
- D. The budget shall be updated (date to be agreed upon) and shall show the starting amount, amount spent that month, total spent and balance remaining in that line item. The monthly budget update shall be provided from the start of design review through final payment including retainage.
- E. Discuss potential budget adjustments with the Project Managers and update the master budget every month if budget adjustments are necessary.
- F. Maintain accountability to the master budget with Architects, Project Managers, Consultants, CM/GC(s), direct Contractors, and Owner's direct expenditures for the Projects.
- G. Evaluate design options, materials and schedule options that affect budgets for presentation to the City.

### III. OWNER'S REPRESENTATIVE OFFICE

- A. Establish the Owner's Representative office as the focal point for coordinating overall Project activities.
- B. Maintain Project records including as-builts, design submittals for schematic, design development and construction document phases, and specifications.
- C. Coordinate responses to inquiries about the Projects from the City, Public, Consultants, Suppliers, and Contractors.
- D. Receive and transmit, mail and reports for the smooth transfer of information to decision makers and interested parties.
- E. Coordinate the flow of Project information to the CM/GC, City Council, Facilities Maintenance Manager, Project Managers, and general public through the City's Public Information Officer ("PIO").

- F. Provide written monthly status reports, (schedule to be determined) summarizing progress, schedule, budget status, major decisions, changes and other key Project information during design, construction and final close out. As required, be present at City Council Study Sessions to answer questions.

IV. OVERALL COORDINATION

- A. Coordinate all the construction activities of each Project.
- B. Coordinate the selection, assist in bidding, and installation of Owner supplied Fixtures Furniture and Equipment (FF&E).
- C. Prepare technical specifications and assist in the bidding of material testing for all Projects.
- D. Attend design team meetings for the Project to discuss/decide design options, choice of construction materials, schedules, budgets, and construction and bidding issues.
- E. Solicit input from Facility Maintenance Manager to standardize equipment and construction materials in the design process.
- F. Maintain A/E accountability to the design intent as described in the Project scope for each building.
- G. Assist with all design reviews.
- H. Participate in the Value Engineering Phase of the Project and make recommendations to the Project Managers.
- I. Review the construction documents for technical accuracy without assuming any of the Architect's or Engineer's responsibilities or liability for design of the Project.

V. OWNER'S DIRECT ACQUISITION OF PRODUCTS AND SERVICES RELATED TO THE PROJECT BIDDING PHASE COORDINATION

- A. Assist the City in the solicitation of bids, coordinate delivery and installation for Owner purchased items and services, which are contracted separate from the general construction contract.
- B. Assist in the development of bid specifications for all FF&E and services to be provided by the Owner for the Project.
- C. Maintain files of contract documents for use in bidding work to prospective contractors and suppliers.
- D. As needed, assist Procurement, Project Managers, and the Architect in the evaluation of bids.
- E. Assist in the development of the bid for moving of the existing office furniture and equipment for existing staff to the New Recreation Center. Moving of any other offices and furniture not incorporated in the move to the New Recreation Center is not included in this Project.

VI. CONSTRUCTION START-UP COORDINATION

- A. Coordinate construction of three construction projects.
- B. Assist with identifying locations for placement of construction trailers, fences, staging areas and construction traffic zones.

VII. CONSTRUCTION CONTRACT ADMINISTRATION

- A. Perform all work related to coordination of independent testing services for environmental issues (if needed), concrete, soils, welding, etc.

- B. Report to and advise the City on issues of construction costs, schedule, coordination, and owner occupancy.
- C. Perform administration of construction contracts, change orders, requests for information, and pay applications on behalf of the City and using City forms as applicable.
- D. Attend weekly construction coordination meetings representing the City and follow-up on City required issues, which may occur during these meetings.
- E. Make periodic visits to the construction sites, at a minimum of, 2 days per week to observe progress and to respond to Architect and Contractor questions. Take field notes of general conditions observations. Take digital photographs of general progress and of key areas that may assist in future maintenance of the facilities.
- F. Develop and maintain or use City specified Project control systems as necessary for tracking and reporting Project status issues.
- G. Maintain communications and cooperation with General Public, through the City's Communications Division, and the various governing agencies, including assisting in the securing of permits for the projects.
- H. Coordinate requests by City Staff, utility companies, Architects, Engineers, CM/GC and other professionals involved in the Project.
- I. Coordinate all specialty consultants and contractors etc., which may be needed for the Project (*e.g.*, wetlands consultants/contractors, asbestos consultants/ contractors).
- J. Notify the City when alerted by the Architect or Engineer of work not in conformance with the Contract Documents. This shall be done after efforts to require corrective action by the Contractor or Architect have failed. The Owner's Representative shall not be financially responsible for acts or omissions of any Contractor, Subcontractor, Architect or Engineer performing work at the Project.
- K. Maintain contract files for the Architect, CM/GC, consultants and other professional services related to the Project.
- L. Provide contract administration for the CM/GC contracts.
- M. Review/approve CM/GC applications for payment this will be in addition to the Architect's approval.
- N. Provide contract administration for consultants and other professional services related to the Project.
- O. Review/approve consultants and other professional services applications for payment related to the Project.
- P. Evaluate and advises the Owner on change order requests from Architect, CM/GC, consultants and other professional services related to the Project.

#### VIII. PROJECT CLOSEOUT SERVICES

- A. Coordinate moving of new/old furnishings, fixtures and equipment into the completed facilities.
- B. Accompany the Architect and the City during punch list review. Assist the Architect and the City in developing punch lists for Project completion.
- C. Accompany the Architect and the City during punch list follow up.
- D. Accompany the Architect and the City during punch list and 12-month warranty inspections and follow-up inspections.
- E. Coordinate the receipt of record documents, "as built" drawings, Operation & Maintenance Manuals etc. to be provided by the Contractors and Architect for



- delivery to the City. Documents and manuals must be submitted in hard copy; they must also be submitted in digital format and electronic media (CAD).
- F. Coordinate commissioning of all systems related to the Project.
  - G. Advise the City with respect to substantial completion, final payment and warranty periods.
  - H. Coordinate training of City employees on the operation of new equipment.
  - I. Coordinate transfer of stock supplies of materials to the City as indicated in construction agreements.

## 7. GENERAL INSTRUCTIONS

Proposals should focus on the qualifications and experience of the Respondent. A short list of Respondent may be developed based upon the Proposals submitted. Those on the short list may be invited to interview.

Each Proposal shall have a dividing tab with a corresponding letter as the response format. For example, response shall read dividing TAB A: Approach; then followed by the corresponding documents. Each tab shall be clearly marked.

Proposals should consist of no more than twenty (20) pages of text (not including figures, resumes or preprinted project descriptions) and shall include the following and in the order given:

I. LETTER OF INTEREST

Provide a letter of introduction stating the Respondent's interest and understanding of the Scope of the Work. The letter must be signed by an authorized agent for the Respondent. Insert the completed Proposal Signature page in this section.

II. APPROACH

Demonstrate your approach to the Work and describe the three most common problems or conflicts experienced on Work of this size and scope and how you have resolved them on past projects.

III. CAPABILITIES AND EXPERIENCE

Provide specific information regarding your experience and capabilities on similar projects or related services. Focus, to the greatest extent possible, on your past or present experience with projects similar to the Scope of Work herein. Include experience with past projects for the City of Commerce City which would be of benefit to this project. Provide a summary of the Respondent's local in-house capabilities in all disciplines that may be required for this Work. Provide resumes for key personnel working on the project.

Provide a list of completed owner's representative services conducted. The list shall include the name of the community where constructed, date of service, project budget with final construction cost and name of contractor.

IV. REFERENCES

Provide at least five (5) client references (including contact person and phone number) for projects that are similar to the Work and best demonstrate your ability to complete the Work successfully.

V. FEE SCHEDULE

The fee schedule is part of this RFP and shall be submitted with the Proposal. The schedule shall contain a per-hour charge for all work as required. The per hour charge shall include all on-site visits, construction inspections, report preparation, copies, travel time,

meeting attendance, photographs, schedule reporting, final inspections and occupancy coordination.

The Proposals shall be submitted for each task on all tasks combined and on individual tasks. Costs should be included for combined tasks and for individual tasks in an attached table.

VI. CONTACT PERSON

The City desires to work with one point of contact within the Respondent. The Project Manager shall be one individual that shall have the responsibility for construction inspection, meeting attendance, as well as all other requirements as set forth in the RFP.

VII. PROJECT COMPLETION

The Proposal shall contain a Gantt Chart or similar type chart showing the progression of services and dates for completion.

VIII. CERTIFICATION OF COMPLIANCE

The Proposal shall contain a completed, notarized Certification of Compliance document. A blank Certification of Compliance document is located at the end of the RFP.

## 8. CONTRACT

### I. PROFESSIONAL SERVICES AGREEMENT

The written agreement between the successful Respondent and the City will be in the form of the draft contract contained in **Attachment I** (the “Agreement”). The Respondent shall review the draft contract and state a willingness to enter into this contract, subject to any changes necessary for the Respondent to comply with this RFP. Any such proposed changes shall be identified as “Proposed Changes to Contract for Consulting Services”.

### II. INSURANCE

The successful Respondent will be required to furnish a Certificate of Insurance including Professional Liability. The City will be named as Additional Insured on Commercial General Liability and Auto Liability policies.

- A. The successful Respondent agrees to procure and maintain in full force and effect during the term of the Agreement, at its own cost, the coverages specified in the Contract.
- B. A Certificate of Insurance shall be completed by the successful Respondent’s insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City prior to commencement of any work or services under the Agreement. The Certificate shall identify the Agreement and shall provide the coverage or limits that the coverages afforded under the policies shall not be cancelled, non-renewed, or reduced in coverage or limits until at least thirty (30) days prior written notice has been given to the City. The completed Certificate of Insurance shall be sent to:

City of Commerce City, 6060 E. Parkway Dr.

Commerce City, CO 80022

Attention: Carolyn J. Keith, Director of Parks and Recreation

- C. Failure on the part of the successful Respondent to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of the Agreement upon which the City may immediately terminate the Agreement or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the successful Respondent to the City upon demand, or the City may offset the cost of the premiums against any monies due to the successful Respondent from the City.
- D. The City reserves the right to request and receive a copy of any endorsement required to comply with the above requirements. The successful Respondent agrees to execute any and all documents necessary to allow the City access to any and all insurance policies and endorsements pertaining to the Work.
- E. In addition to procuring and delivering to the City such written Certificates of Insurance, demonstrating that the successful Respondent has obtained and will maintain all policies of insurance coverage in the amounts required herein, the successful Respondent shall also cause the City to be named as an Additional Insured

- party entitled to coverage under such policy or policies of insurance, and for that purpose, the successful Respondent shall obtain and maintain, or cause to be obtained and maintained, any and all necessary policy endorsements, additional coverage documents or other instruments or Certificates such as will provide such insurance coverage to the City at all times during the successful Respondent's performance of the Work
- F. All Certificates of Insurance shall be submitted on an Acord 25-S form and endorsements on Acord CG-2010 or equivalent.

III. COMPLIANCE WITH APPLICABLE LAW

The successful Respondent shall be solely responsible for compliance with all applicable federal, state and local laws, including the ordinances, resolutions, rules and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

IV. GOVERNING LAW

The laws of the State of Colorado shall govern any contract executed between the successful Respondent and the City. Further, the place of performance and transaction of business shall be deemed to be in the County of Adams, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, Adams County, Colorado.

V. NON-DISCRIMINATION

During the performance of the Agreement, the successful Respondent shall not discriminate unlawfully against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, marital status or public assistance status with retard to, but not limited to, the following: employee practices, rates of pay or other compensation methods and training sessions.

VI. UNDOCUMENTED WORKERS

The successful Respondent shall comply with the requirements of the Agreement relating to Undocumented Workers

## 9. KEY DATES

Publication and distribution of RFP February 28, 2014

**Mandatory pre-submission meeting March 7, 2014, 8 a.m.**

Last Date for Questions March 10, 2014

Addendum (if required) March 12, 2014

**RFP response deadline March 17, 2014, 5 p.m.**

Review period March 18-19, 2014

Notification to short list finalists March 19, 2014

Interviews/Presentations to Selection Committee March 26, 2014

Anticipated Award April 7, 2014

Anticipated Notice of Award April 8, 2014

Anticipated Notice to Proceed April 14, 2014

**All questions relating to the Work must be submitted in writing to the Director of Parks and Recreation by the date listed above. Questions are to be submitted via email to [ckeith@c3gov.com](mailto:ckeith@c3gov.com)**

**To guarantee receipt of all questions, the RFP/Project number and the name of the RFP/Project must be entered into the subject line of all emails.**

*\*Anticipated Notice to Proceed* completion is dependent on the completion of the Professional Services Agreement, the receipt of the required Certificate of Insurance and the receipt of a completed Certificate of Compliance from the award firm.