

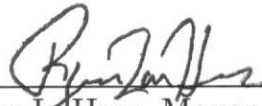
## REQUEST FOR PROPOSALS

The City of Craig is requesting proposals for **Park Design & Engineering for Alice Pleasant Park** located 550 Yampa Avenue, Craig. Proposals will be due at the Craig City Clerk's Office at City Hall, 300 West Fourth Street, Craig, Colorado 81625, at **2:00 p.m., Wednesday, May 4, 2022**, at which time they will be opened and read aloud. Award of bid will be at the May 10, 2022, City Council meeting. Specifications and/or further information may be obtained by contacting Parks & Recreation Director, Ryan Dennison at (970) 826-2004, [rdennison@ci.craig.co.us](mailto:rdennison@ci.craig.co.us) or Liz White, City Clerk at (970) 826-2008 or [lwhite@ci.craig.co.us](mailto:lwhite@ci.craig.co.us).

No bid shall be withdrawn after opening the bid without the consent of the City of Craig, for a period of 30 days after the scheduled time for opening bids.

The bids must be completely filled out on the bid form provided. Bids shall be addressed to the City of Craig, and shall have the name of the bidder and **"Park Design & Engineering-Alice Pleasant Park"** written thereon.



  
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Ryan E. Hess, Mayor

Attest:

  
\_\_\_\_\_  
Liz White, City Clerk

Published April 1, 6 and 15, 2022



## **REQUEST FOR PROPOSALS**

**Alice Pleasant Park  
Design & Engineering**

**Release Date:**

4/1/2022

**Contact Person:**

Ryan Dennison 970-826-2004

Liz White 970-826-2008

**Deadline for Submissions**

5/4/2022 at 2pm

**Submit Proposals Attention – Liz White:**

City of Craig  
300 W. 4<sup>th</sup> Street  
Craig, CO 81625

## **BACKGROUND:**

The City of Craig is seeking a professional consulting firm with extensive experience in architecture and park design. The selected consulting firm will design and engineer a charming park located on Yampa Avenue in the retail district of downtown Craig, Colorado.

Alice Pleasant Park is a .5-acre pocket park, located in the heart of downtown Craig, Colorado. The park is predominantly used for festivals and special event occasions. Currently, the electrical power is on pedestals that are sporadically placed in the park that serve electricity for events and vendors. The pedestals lack sufficient power and aesthetically unpleasing. There are several mature evergreens and some deciduous trees that provide natural shade within the park. There are few tree species that may need removed due to current lack of vibrancy and proximity.

In 2021, the City of Craig invested \$1.2 million dollars into the downtown sidewalk façade and amenities. The entire project was funded through a multi model grant awarded by CDOT. The project extended over four blocks which involved excavating the current sidewalks which presented numerous pedestrian and mobility issues, and also enhancing and updating pedestrian lighting as well as planting a variety of recommended tree species for downtown settings. In 2023, CDOT will engage in an asphalt overlay on Yampa Avenue, compounding previous improvements to the core area of the retail district. The downtown sidewalk improvements resolved pedestrian accessibility, made the downtown retail area more charming as well as a boost to overall economic vitality.

To build economic resilience, it is vitally important to enhance our community by way of infrastructure and recreation assets as we strive to improve our community's future. The City of Craig in recent years has taken an aggressive approach in updating deferred infrastructure and amenities within its park systems. Along with these numerous improvement projects transpiring in the downtown area, it is the City of Craig's goal to update Alice Pleasant Park to an inviting place to connect while providing areas that are functional and serve the community's needs. The Alice Park Design and Engineering project is another venture that demonstrates the city's desire and commitment in improving quality of life for its residents and also encouraging economic growth.

In 2022, the City of Craig worked with a team of professional landscape architects to provide a high-level site design for the park. The selected firm will inherit a vast amount of detail already in place for the project. The current conceptual design may change or be refined pending the public engagement process.

Insurance and Bonding Requirements set forth by the City of Craig can be referred to under "Attachment A" Standard Insurance Requirements on pages 6-7 of this RFP.

## **PROJECT OBJECTIVE:**

- Selected consultant will facilitate public engagement process with community.
- Consultant shall work with staff to ensure optimal workflow for project success.
- Incorporate public input and staff recommendations into design process.
- Produce renderings maps throughout the design process.
- Present final drawings to City Council.
- Produce engineered cost estimates for entire project that can be included into the City's 2023 budget.
- Produce final construction drawings ready for construction bidding in 2023.

## PROPOSAL TIMELINE:

**RFP Distribution:** 4/1/2022

**Pre-Bid Site Visit (Non-Mandatory):** 4/11/2022 @ 1pm (Meeting will be held in Alice Pleasant Park, located at Victory Way and 6<sup>th</sup> Street on Yampa Avenue).

**Deadline for Submission of Questions:** 4/15/2022

**Distribution of Answers to RFP Questions:** 4/22/22

**RFP Due Date:** 5/4/2022 at 2pm

**Announcement of Award:** 5/10/2022

**Anticipated Start Date:** 7/11/2022

## PROPOSAL FORMAT

To facilitate the review of qualifications, all proposals are required to adhere to the following requirements. The City of Craig strongly encourages proposers to ensure that qualification submissions are succinct and clearly organized. The response must be written and organized in the order defined below. The submission should be complete so as not to be considered nonresponsive.

- A. Cover Letter.** Provide a letter of introduction or cover page from an authorized representative.
- B. Name, Title, and Contact Information.** Include the name of the person or persons who will be authorized to make representations on behalf of the Respondent, with all contact information.
- C. Company History.** Provide business background/overview of products and services offered by your company.
- D. Qualifications and Experience.** Provide the qualifications of the Respondent and its specialized experience and technical competence that qualify it to provide the services required. Provide the names and qualifications of outside Respondents and associates that will be employed to assist on the work to be performed under your proposal.
- E. References.** Provide a list of names, addresses and telephone numbers of at least three (public sector preferred) clients for which the Respondent has successfully completed similar projects to that required by this RFP within the past five years.
- F. Selected respondent** shall comply with all municipal and state code requirements.
- G. Selected respondent** shall ensure that all proposed plans will meet the highest industry standards for a project of this type.

## I. SUBMITTAL

- Selection shall be based on, not only competitive pricing, but meeting the minimum response requirements as outlined in this RFP.

Proposal may be delivered electronically or in hard copy via mail, courier, or in person in a sealed envelope by **May 4, 2022, at 2pm** clearly marked with **“Alice Pleasant Park Design & Engineering”** on the outside of the envelope.

*Liz White - City Clerk  
City of Craig  
300 W. 4th Street  
Craig, CO 81625  
lwhite@ci.craig.co.us*

- Questions and Inquiries: The City will not give verbal answers to inquiries regarding information in this RFP, or verbal instructions prior to the submission deadline. A verbal statement regarding same by any person shall be non-binding. The City is not liable for any increased costs resulting from the Respondent accepting verbal directions. Any explanation desired by a Respondent must be requested of the City representative in writing not later than **4/15/2022** and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which shall be forwarded by **4/22/2022** and emailed to each Respondent.

## II. SELECTION CRITERIA

Based upon the responses to the RFP, the City may interview any or all the Respondents and/or award the contract without conducting interviews. The successful Respondent will be required to enter into a contract with the City, including insurance/indemnity requirements.

Please see the Standard Insurance as set forth in **Attachment A**.

The selection process will focus on the following, but not limited to;

1. Ability to provide responsive client services.
2. Clarity of proposal, completeness and inclusion of requested information.
3. Respondent capabilities & experience.
4. Reference checks.
5. Professional nature of firm.
6. Demonstrated municipal/county government experience.
7. Qualifications and experience of the firm and staff assigned to provide support.
8. Cost effectiveness and ability to meet schedule.
9. Demonstrate the firm's ability to coordinate and cooperate with the City staff & liaisons.
10. Warranties, guarantees, or other assurance of quality, service customer satisfaction.
11. Demonstrated ability and prior experience of the firm and the personnel to be assigned to this type of project.
12. Provide an itemized cost proposal to complete project. Please include a maximum budget amount inclusive of all fees and expenses.
13. Clarity, creativity and thoroughness of the response.
14. Experience in working with client on cost saving In-Kind contributions.
15. Proven record of successful completion of similar projects.
16. Proposed project schedule.

All interested parties are encouraged to submit proposals as the award is not based solely on lowest cost proposal submitted. Total cost will be taken into consideration, but the solution and the Respondent's capabilities, competence and capacity will be considered as well. The City reserves the right to choose the Respondent whose proposal best meets the needs of the City. The City of Craig, and its designated representatives, shall be the sole judge of its own best interest, and the proposal most advantageous to the City. The City's decisions will be final.

## III. GENERAL TERMS AND CONDITIONS

Public Record: Proposer's attention is drawn to the fact that all proposal documents submitted are subject to disclosure under the Colorado Public Records Act. Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been

**officially placed on the City Council agenda for consideration, and/or following award of contract, if any, by the City Council.**

Additional Information: The City reserves the right to request additional information and/or clarification from any or all Proposers.

Proposal Acceptance and Rejection: The City reserves the right to reject any and all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract. The City reserves the right to call for new proposals, and to award the contract to other than the lowest cost proposal if deemed to be in the best interest of the City.

Right to Cancel and Amend: The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Proposers will be notified in writing.

Debarment: By submitting a proposal, the Proposer certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of Colorado, and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of Colorado

Limitation: The Request for Proposals (RFP) does not commit the City of Craig to award a contract, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP. The City will not reimburse the respondents to this RFP for costs incurred in the preparation of their proposal or in any other aspect of their consideration of this engagement. A respondent may withdraw and resubmit a proposal prior to the submission deadline. No re-submissions will be allowed after the submission deadline.

Modification of Scope: The City reserves the right to modify the contents of this document up to 7 days prior to the opening of proposals.

Award: The firm/entity selected may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. The City reserves the right to award a contract/select a service provider without discussion based upon the initial proposals.

Insurance: The Respondent shall maintain in full force and effect the insurance as outlined in **Attachment A**. The City reserves the right to waive or modify such insurance coverage. However, Respondents and/or Respondents meeting the insurance requirements will receive greater consideration during the selection procedure. All insurance shall be evidenced by a Certificate of Insurance and endorsement acceptable to the City Attorney, prior to execution of a contract. The Respondent and/or Respondent shall state their ability to meet the City's insurance requirements within their submittal.

Signature: The Respondent and/or Respondent's RFP response shall provide the following information: name, title, address and telephone number of individuals with authority to bind the service provider and who may be contacted during the period of proposal evaluation.

Contract Requirements: Agreement by the City and Proposer will be in effect upon the City's execution of this proposal along with any agreed upon changes.

Coordination of Work: All work schedules, actual work and payment request shall be coordinated through, inspected by and approved by City Administration prior to scheduling of project so that any interruption to the normal business operation is kept to a minimum.

Inspection: All material and reports shall be subject to inspection, examination and acceptance by the City and its Partners. The City shall have the right to reject defective information, analysis and workmanship or require its correction.

## ATTACHMENT A

### STANDARD INSURANCE REQUIREMENTS

In order to comply with the bonding and insurance requirements contained in your contract with the City of Craig there are several things that we require. It is our intent to facilitate consideration of every project, so we are including here a **summary** checklist for your convenience.

All bonds and insurance requirements need to be complete and submitted prior to your contract being approved.

#### **I. GENERAL**

**A.** Send these requirement sheets to your insurance broker for immediate compliance.

**B. NO CONTRACTS WILL BE APPROVED UNTIL ALL BONDS AND CERTIFICATES ARE IN ORDER.**

**C.** New and renewal Certificates and endorsements must reference a specific job. "All Operations" certificates are not acceptable.

**D.** All contractors and subcontractors working on a project or jobsite must meet the same insurance requirements you do, prior to starting work on the project or site.

**E.** All insurance companies must have an AM Best rating of A: VII or better.

**F.** All insurance coverage, with the exception of Professional Liability coverage must be written on a full "per occurrence" basis.

**H.** A 30-day cancellation notice is required and written or modified to a form that binds the insurer to provide it. For non-payment of premium, a 10-day notice is acceptable.

**I.** Expiration dates are required on all certificates.

**J.** All Bonds and Certificates must have an original signature.

#### **II. SPECIFIC COVERAGE (As Applicable)**

##### **A. BONDING**

(Contracts over \$50,000) Faithful Performance (Completion) Bond – (CONTRACT AMOUNT)

(Contracts over \$50,000) Payment, Labor and Materials Bond – (CONTRACT AMOUNT)

## **B. GENERAL LIABILITY/AUTOMOBILE LIABILITY**

### GENERAL LIABILITY

(\$1,000,000) per occurrence (\$2,000,000) general aggregate

### AUTOMOBILE LIABILITY

(\$500,000) per accident

## **C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000).

## ATTACHMENT B

### GENERAL CONTRACT TERMS AND CONDITIONS

1. **Performance of Services/No Assignment.** Time is of the essence in performance of the Services. Respondent represents to City that Respondent possesses, or will arrange to secure from others, all the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Except as specifically authorized under this Agreement, the services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City.
2. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, Respondent shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever, which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Agreement (including the negligent and/or willful acts, errors and/or omissions of Respondent, its principals, officers, agents, employees, Respondents, suppliers, Respondents, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

Notwithstanding the foregoing, nothing herein shall be construed to require Respondent to indemnify the Indemnified Parties from any Claim arising from the active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Respondent.

In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Respondent's performance of this agreement, the Respondent shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

3. **Independent Contractor.** It is understood that City retains Respondent on an independent contractor basis and Respondent is not an agent or employee of City. The manner and means of conducting the work are under the control of Respondent, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Respondent or any of Respondent's employees or agents, to be the agents or employees of City. Respondent shall have the responsibility for and control over the means of performing the work, provided that Respondent is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Respondent as to the details of performance



or to exercise a measure of control over Respondent shall mean only that Respondent shall follow the desires of City with respect to the results of the services.

3.1 The Respondent shall at all times remain an independent contractor with respect to the services to be performed under this Agreement and shall be responsible for the payment of Federal and State Employer Withholding Taxes, Unemployment Insurance Taxes, FICA Taxes, Retirement, Life and/or Medical Insurance, and Worker's Compensation Insurance for the employees of the Respondent or any other person performing services under this Agreement. Respondent and its employees are not entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Respondent agrees to indemnify and hold City harmless from any claims, costs, losses, fees, penalties, interest, or damages suffered by City as a result of any claim by any person or entity contrary to the provisions of this Section.

4. **Insurance.** Unless otherwise agreed, without limiting Respondent's indemnification of City, and prior to commencement of work, Respondent shall obtain, provide and maintain at its own expense during the term of this Agreement, a policy or policies of liability insurance of the type and amounts described below and in a form satisfactory to City.

A. **Certificates of Insurance.** Respondent shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.

B. **Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Colorado, with an assigned policyholders' Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved.

## CONTRACT AGREEMENT

### SIGNATURES

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Respondent Signature

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Date

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City of Craig / City Clerk Signature

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Date

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City of Craig / City Manager Signature

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Date