

TOWN OF WINDSOR

REQUEST FOR PROPOSAL

Main Park Pickleball Court Renovation Project

PROPOSAL NUMBER TOW-PRC-2023-02

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DESCRIPTION: Main Park Pickleball Court Renovation

PROPOSAL DUE DATE: February 17, 2023 12:00 PM MST

The Town of Windsor will be receiving proposals emailed to Jay Eckhardt at jeckhardt@windsorgov.com until 12:00 pm Mountain Standard Time, Friday, February 17, 2023, at which time proposals will be registered, but not publicly opened, to consider contracting for resurfacing of the Pickleball Courts at Main Park.

All questions regarding this proposal should be directed to: Jay Eckhardt, Recreation Supervisor, Recreation & Culture, Department of Parks, Recreation and Culture, 250 N. 11th Street, Windsor CO 80550, Phone 970-674-3500, Email jeckhardt@windsorgov.com **NOTE: Questions not answered in the Request for Proposal (RFP) documents will only be responded to via an addendum to this RFP issued by the Town of Windsor Public Services Department. Questions must be submitted in writing or e-mail at the contact above by February 3, 2023.**

Proposals received after the deadline will not be considered.

A copy of the Proposal may be obtained at www.windsorgov.com

TOWN OF WINDSOR
PARKS, RECREATION & CULTURE DEPARTMENT
250 N. 11th Street
WINDSOR, CO 80550
(970) 674-3512

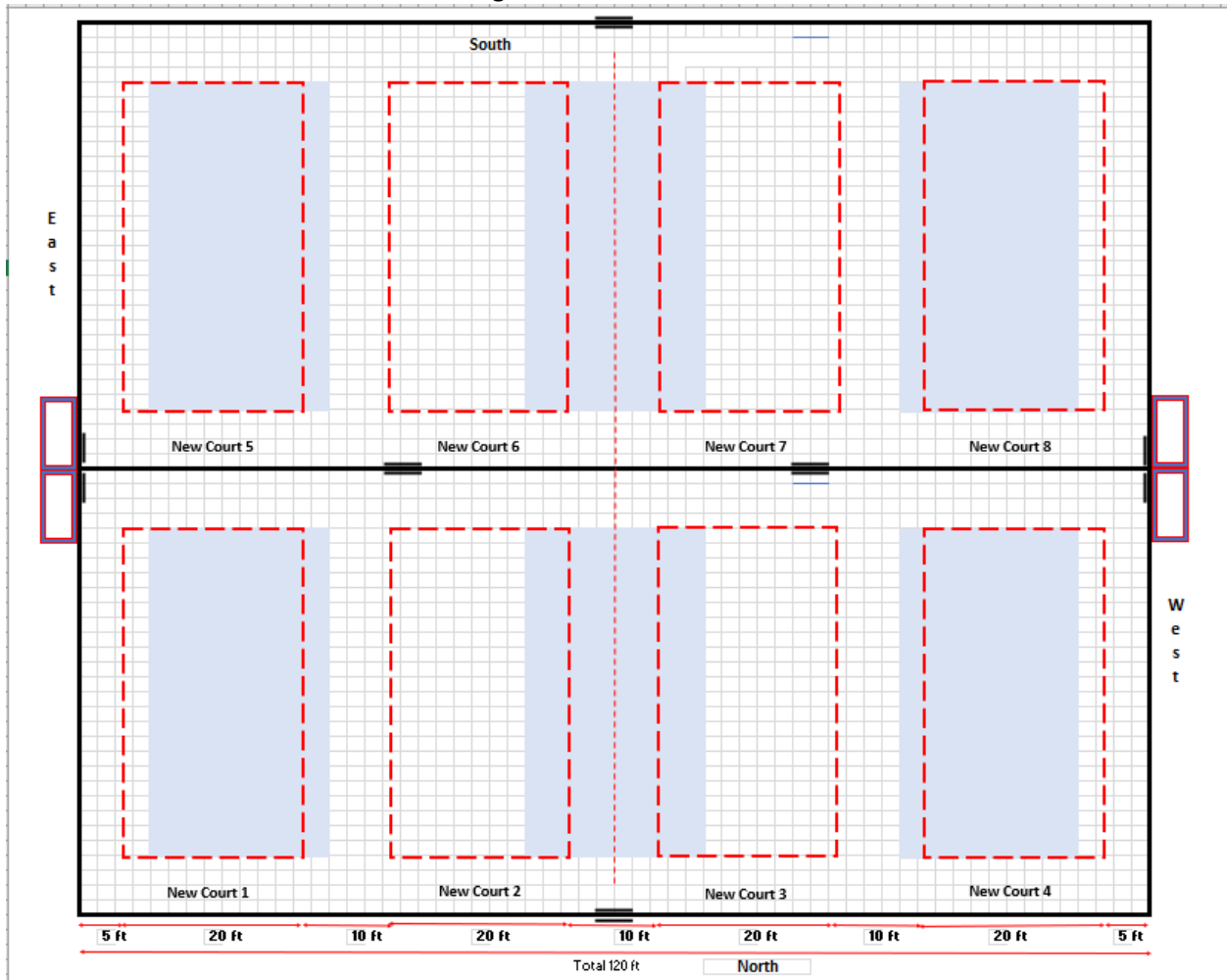
INSTRUCTIONS TO BIDDERS:

I. PURPOSE:

The Town of Windsor will require the services of a qualified firm for the design, renovation and installation of new surfacing at the pickleball courts located at Main Park in Windsor, CO. The goal of this RFP is to contract with a qualified firm who will agree to be available to provide quality, professional services in a timely manner to maximize efficiency. Applicant will submit a total fee proposal for performing the entire project as a lump sum. Please subdivide the work based on the scope of service below. Reimbursable expenses and hourly rates that occur outside of the described work can be submitted on a separate page in the proposal package.

II. PROJECT:

The site is located at 300 Locust Street, Windsor Colorado 80550. There are currently six courts that will be converted into 8 courts. Please see diagram.



Project will include the following:

- Repair, Resurface and Paint/Mark lines – up to 8 courts
- Install poles and nets
- Courts need to meet USA Pickleball Association (USAPA) guidelines
- Install fence in middle of courts, creating two, four court areas

III. SCOPE OF SERVICE:

The selected firm shall furnish all expertise, labor, and resources to provide complete services necessary for Work Order(s) issued during the Contract Term. Prepare final rendering and cost estimate.

1. Other types of professional services of a nature consistent with the intent of the RFP.
2. Provide detail design, manufacture and installation for all pickleball courts.

IV. PROPOSAL INCLUSIONS:

Proposals shall include in email the following information:

1. Cover letter with:
 - a. Proposal Number
 - b. Project Title
 - c. Firm Name
2. Submit a total fee proposal for performing the entire project as a lump sum
 - a. Provide Lump Sum
 - b. Cost Break Down based on Scope of Service Major Categories
 - c. Reimbursable expenses and hourly rates that occur outside of the described work as a separate page
3. The successful proposer **must** be capable of providing adequate, knowledgeable personnel to fulfill the requirements of the proposed contract. The proposer shall name the sub-consultants. Include:
 - a. The proposal shall indicate any work intended to be performed by sub-consultants or persons outside of the firm.
4. The successful proposer **must** be financially capable of fulfilling the requirements of the proposed contract. Include:
 - a. Brief financial description of support capabilities
5. The successful proposer **must** be capable of providing quality products. Include:
 - a. Recent project information of a similar type completed by the firm. Include:
 - i. The name and telephone number of the point of contact for each project
 - ii. Design and Construction Budget
 - iii. Scope of Work Completed

6. The successful proposer **must** be capable of taking on this project and performing per expectations. Include:
 - a. Current workload and ability to complete project(s) no later than the established completion date.
7. The successful proposer **must** be capable of completing the work within the specified timeframe. Include:
 - a. Project timeline
8. Cost per hour fee for work above and beyond what is included in the awarded scope. Include:
 - a. Hourly fee breakdown for firm services

SECTION VII – INDEMNIFICATION, DESIGN AND INSURANCE:

- A. *The Consultant agrees to indemnify the Town, its officers and employees, against liability for injury or damage caused by any negligent act or omission by Consultant, or its sub-consultants, in the performance of this Agreement and shall hold the Town and its agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities or property caused or sustained by any person(s) as a result of any intentional or negligent act by Consultant or failure of Consultant to perform this Agreement according to its terms.*
- B. *Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services rendered by Consultant and any sub-consultants and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.*
- C. *Consultant, at its expense, shall procure and maintain in full force and effect for the duration of this Agreement, Worker’s Compensation Insurance, Employers’ Liability Insurance, Commercial General Liability Insurance in the amount of \$1,000,000 combined single limits, and Errors and Omissions Insurance in the amount of \$1,000,000. The Consultant is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.*

In submitting a proposal, the proposer agrees that acceptance of any or all proposals by the Town of Windsor within a reasonable time or period constitutes a contract.

All information submitted in response to this Request for Proposal (RFP) is public after the Professional Services Agreement has been issued. The consultant should not include as part of the response to the RFP any information which they believe to be a trade secret or other privileged or confidential data. If the consultant wishes to include such material with a proposal, then the material should be supplied under separate cover and identified as confidential. Statements that the entire proposal is confidential will not be honored. The Town of Windsor will endeavor to keep that information confidential, separate and apart from the proposal, subject to the provisions of the Colorado Open Records Act or order of court.

No telephone, facsimile, electronic transfer or email qualifications will be accepted.

Minority Business Enterprises will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on grounds of race, sex, color, creed, marital status, religion, national origin, disability, sexual orientation, or any other characteristic protected by applicable

laws.

Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The Town of Windsor reserves the right to reject any and/or all proposals, to further negotiate with the successful consultant and to waive informalities and minor irregularities in proposals received, and to accept any portion of the proposal if deemed to be in the best interest of the Town of Windsor to do so. The total cost of preparation and submission shall be borne by the consultant.

V. PROJECT SCHEDULE:

January, 23, 2023	RFP Issued
February 3, 2023 @ 5:00 p.m.	Deadline for Questions
February 17, 2023 @ 12:00 p.m.	Proposals due
Week of February 20, 2023	Tentative Award
Construction completed early Summer 2023	

VI. ATTACHMENTS:

Example of Professional Services Agreement – Work Order Type and Exhibit “A”

SAMPLE
AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT, is made and entered this ____ day of _____, 2023, by and between the Town of Windsor, a Colorado home rule municipality (“Town”) and [Entity name, state of incorporation/organization] (“Professional”).

RECITALS

WHEREAS, the Town desires to retain a qualified firm for services associated with design, renovation and installation of new surfacing at the pickleball courts located at Main Park in Windsor CO to be known as Windsor Pickleball Courts; and

WHEREAS, Professional is in the business of designing, constructing/installing park and recreational facilities of the type proposed by the Town; and

WHEREAS, Professional has by written bid indicated a willingness to undertake designing, constructing/installing for the benefit of the Town; and

WHEREAS, the Town wishes to authorize Professional to undertake designing, constructing/installing services under the terms set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, THE PARTIES AGREE AS FOLLOWS:

I. Scope of Work.

The general Scope of Work (“SOW”) for this Agreement is the design and resurface/installation of a pickleball court facility on a site already selected by the Town. The specific SOW shall consist of the following documents, attached hereto and incorporated herein by this reference:

- Request for Qualifications (“RFP”) issued by the Town on January 25, 2023 and
- Any Addenda to the RFP issued by the Town, bearing the date(s) of [date(s)]; and
- The Professional’s Bid, dated February 17, 2023

The SOW shall be governed by the above-identified documents, except as may be amended by the issuance of Change Orders pursuant to Section II below.

II. Change Orders.

A. Any material change to the Scope of Work contemplated under Section I above shall be accomplished only as provided in this Section II.

B. Should either party determine that a material change to the Scope of Work is necessary or advisable, the particular change shall be set forth in a writing entitled "Change Order, [date]", and shall bear the signatures of an authorized representative of each party. Upon execution by both parties of any such Change Order, the Scope of Work shall be deemed modified and incorporated by this reference into this Agreement as if set forth fully herein. The Town will retain all original Change Orders approved pursuant to this Section II, and Professional shall be provided a copy for its files.

C. The Town shall grant, deny or request a reasonable extension of time within twenty-four hours of a request for a Change Order by the Professional.

III. Project Commencement, Progress and Completion.

A. Professional's designing, constructing/installing services shall be completed by June 30, 2023. Professional will undertake the services in a thorough and workmanlike manner in every respect and in compliance with the applicable standard of care for tennis/pickleball court design, construction/installation professionals.

B. The services will be considered complete when all master-planning and design services described in the SOW has been finished, and the design materials have been accepted by Town.

IV. Relationship of Professional to Town.

A. Professional acknowledges that it, its employees and sub-contractors, if any, are in the relationship of independent contractor, and not as employees of the Town. Nonetheless, Professional accepts the relationship of trust and confidence established between it and the Town by this Agreement. Professional covenants with the Town to furnish its best skill and judgment and to assure tennis/pickleball court design, construction/installation services are undertaken and completed as contemplated herein.

B. The Town's Project Manager for all purposes under this Agreement is Tara Fotsch, and all communications from Professional to Town arising out of this Agreement shall be directed to Mr. Jay Eckhardt's attention, except as he may specifically designate in writing.

V. Representations of the Parties.

A. Professional's Representations.

Professional has the requisite experience, training, personnel and resources to complete the Scope of Work within the time frames set forth herein, and in accordance with the standard of care applicable to the Professional's occupation.

The Professional has familiarized itself with the nature and the extent of this Agreement, the SOW, the locality, all physical characteristics of the proposed Facility site, including without limitation, grade, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

B. Town's Representations.

The Town is a home rule municipal corporation, governed by the laws and Constitution of the State of Colorado. The Town has appropriated the funds from which payment to Professional will be made in accordance with this Agreement.

VI. Payment to Professional.

A. Professional agrees to accept the sum of [dollars in text][(\$dollars in numerals)] as full payment for the performance of the master-planning and design services contemplated under this Agreement, which sum shall be increased or decreased only by the amount representing the associated cost of any and all Change Orders approved as provided in Section II above. The Town shall render payment [progress payments? Installments?].

B. In addition to the payment referenced in sub-section VI (A) above, the Town shall be responsible for the payment of all Town-assessed fees due and payable with respect to site plan approvals associated with the Facility.

VII. Ownership of Plans, Specifications, and Documents.

All of the design plans are and shall remain the property of the Town upon payment in full as provided in Section VI above.

VIII. Indemnification.

To the fullest extent permitted by law, the Professional agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work contemplated herein, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Professional or any subcontractor of the Professional, or any officer, employee, or agent of the Professional or any subcontractor, or any other person for whom Professional is responsible. The Professional shall investigate, handle,

respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Professional's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

IX. Insurance and Bonds.

A. Professional shall not commence work under this Agreement until it has presented Certificates of Insurance as required by sub-section IX (C) below, confirming it has obtained all insurance and bonds required by this Section IX, and with the minimum insurance coverage as follows:

(1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of any work called for under this Agreement.

(2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(3) 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 TWO MILLION DOLLARS (\$2,000,000) aggregate with respect to each of Professional's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

(3) Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000). [insert the following sentence for lawyers and accountants only] Professional Liability insurance with minimum limits of FIVE HUNDRED THOUSAND (\$500,000) each claim and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate.

B. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the Town as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Professional. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The

Professional shall be solely responsible for any deductible losses under each of the policies required above.

C Certificates of Insurance shall be completed by the Professional's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify this monument sign project and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D Failure on the part of the Professional to procure or maintain policies as provided herein shall constitute a material breach of contract upon which the Town may immediately terminate this Agreement, or at its discretion 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 Town shall be repaid by Professional to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Professional from the Town.

E. Professional shall furnish a performance bond in an amount at least equal to the Payment to Professional set forth in Section VI above as security for the faithful performance of all Professional's obligations under the this Agreement. The performance bond shall be in the form approved by the Town's representative.

F. In the event the surety on the performance bond given by the Professional becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the Town may withhold payment of funds due Professional until the Professional has provided a bond or other security to the satisfaction of the Town in lieu of the bond so executed by such surety.

X. Costs and Attorneys' Fees.

In the event of litigation enforcing or interpreting the terms of the within Agreement, the Town shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses. Nothing in this Section XI shall be deemed a waiver of any constitutional or statutory protections afforded to municipal governments under Colorado law.

XII. No Assignment.

This Agreement shall not be assigned by the Professional without the prior written approval of the Town. However, Professional shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Professional's rights and duties hereunder.

XIII. Governing Law, Place of Trial.

The parties agree to the jurisdiction and venue of the courts of Weld County, Colorado, in connection with any dispute arising out of or in any matter connected with this Agreement. The parties further agree that the interpretation and enforcement of the within Agreement shall be in accordance with Colorado law.

XIV. Required Colorado Immigration Certification.

PURSUANT TO SECTION 8-17.5-101, C.R.S., *et. seq.*, Professional hereby certifies that it shall not:

(A) Knowingly employ or contract with an undocumented alien to perform work under the Agreement; or

(B) Enter into a contract with a subcontractor that fails to certify to the Professional that the subcontractor shall not knowingly employ or contract with an undocumented alien to perform work under the Agreement.

Professional has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the e-verify program or the Colorado Department of Labor program;

Professional is prohibited from using either the e-verify program or the Colorado Department of Labor program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed;

If Professional obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an undocumented alien, Professional shall:

(A) Notify the subcontractor and the Town within three days that the Professional has actual knowledge that the subcontractor is employing or contracting with an undocumented alien; and

(B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required above the subcontractor does not stop employing or contracting with the undocumented alien; except that Professional shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented alien;

Professional will comply with any reasonable request by the Colorado Department of Labor made in the course of an investigation that the Department of Labor is undertaking.

If Professional violates these requirements, the Town may terminate the Agreement for breach of contract. If the Agreement is so terminated, Professional shall be liable for actual and consequential damages to the Town.

TOWN OF WINDSOR, COLORADO

[PROFESSIONAL'S NAME IN
CAPS]

By: _____
[Town signatory]
[Title]

By: _____
[Signatory name]
[title]

ATTEST:

Karen Frawley, Town Clerk

[seal]