

**REQUEST FOR PROPOSAL**

**TOWN OF WINDSOR**

**LANDSCAPE ARCHITECT SERVICES  
FOR  
PARK DESIGN AND DEVELOPMENT**

**WORK ORDER CONTRACT**

**PROPOSAL NUMBER DV MP -102 Revised 7-1-2009**

**PROPOSAL DATE: 4:00 p.m. (Town Hall clock), JULY 10, 2009**

# REQUEST FOR PROPOSAL

## Town of Windsor LANDSCAPE ARCHITECT SERVICES FOR PARK DESIGN AND DEVELOPMENT

The Town of Windsor is requesting proposals from qualified firms to provide a master plan design revision for Diamond Valley Community Park.

Written proposals, one (1) paper copy and one (1) digital PDF formatted disc will be received at the Town of Windsor's Parks and Recreation Department, 301 Walnut Street, Windsor, Colorado 80550. Proposals will be received before 4:00 p.m. (Town Hall clock), July 10, 2009. Proposal No: DV MP -102. Each proposal shall be submitted in a sealed envelope bearing on the outside the name of the bidder, bidders address, and proposal number.

Questions concerning the scope of the project and proposal submittal process should be directed to: Wade Willis, Parks and Open Space Manager, 301 Walnut Street, Windsor CO 80550, Phone 970-686-7476, Fax 970-674-2456, Email: [wwillis@windsorgov.com](mailto:wwillis@windsorgov.com)

A pre-proposal meeting will be held at Town Hall, 301 Walnut Street, at 10:00 a.m. on July 1, 2009.

A copy of the Proposal may be obtained at:

- o At [www.windsorgov.com](http://www.windsorgov.com)

Collusive or sham proposals: 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 all proposals and to waive any irregularities or informalities. The Town of Windsor reserves the right to accept the proposal which, after rating based on the attached criteria, best serves the interest of the Town.

TOWN OF WINDSOR

Wade Willis  
Parks and Open Space Manager

**TOWN OF WINDSOR  
LANDSCAPE ARCHITECT SERVICES  
FOR  
PARK DESIGN AND DEVELOPMENT**

**I. PURPOSE:**

The Town of Windsor will require the services of a professional landscape architect and/or engineer for the revision to the approved Diamond Valley Master Plan. This 100 acre site was master planned in 2001, approximately 14 acres have been developed. The primary focus for this scope is to utilize the existing master plan concept and incorporate components that will meet the current and future needs of the community of Windsor. The master plan will be utilized as a tool for prioritizing budget requests and the exploration of alternative funding options.

**II. PROJECTS:**

- Diamond Valley Master Plan Revision– approximately 86 undeveloped acres of a 100 acre site new development for design.  
Master Plan Revision only - No Construction Documents

**III. SCOPE OF SERVICE:**

The selected Landscape Architect shall furnish all expertise, labor and resources to provide complete services necessary for Work Order(s) issued during the Contract Term. All work orders shall be completed in accordance with the requirements of the Town's Parks and Recreation Master Plan, Comprehensive Plan, and other applicable Town codes. The following generally summarizes the types of scopes of services that the Landscape Architect may be required to perform, depending on the individual Work Orders.

- A. The consultant may be required to complete any or all of the following: The master plan update should not be considered a "start over". One third of the parking has been engineered. Lighted ball fields will remain. No minor league stadium. Other uses to be determined during the master plan process.
1. Preparation of feasibility and conceptual plans.
  2. Public Presentations: conceptual criteria, 1 public meeting; design criteria, 2-3 public hearings; monthly meetings with the Advisory Committee and Town Board. Staff will assist as requested by the consultant.
  3. Inventory site, review architectural and existing landscape plans or general plans if any currently exist, and review Parks, Recreation, Trails and Open Lands Master Plan- 2007
  4. Determine feasibility of realigning Law Ditch
  5. Prepare base maps from site plans.

6. Prepare complete preliminary drawings, renderings and cost estimates.
7. Participate in meetings for review of preliminary drawings with appropriate committees.
8. Provide needs assessment for operations. The current Master Plan reflects a shop facility for use by Public Works and the Parks Department, approximately 500 yards directly west of the DV site located at 960 Diamond Valley Drive the Town is considering the purchase of an existing shop facility. This process will primarily involve meeting with staff and utilization of information acquired by town staff for development of the future shop facility.

**Clarifications:**

- a. This component of work is desired to be complete no later than July 31, 2009. Clarification:
- b. Staff would like to have the consultant evaluate the existing data prepared by staff in order to determine if:
  - i. Staff missed any programming needs that might arise?
  - ii. Will the 960 Diamond Valley Drive accommodate the proposed uses?
  - iii. What will be needed at the Diamond Valley master planned shop location?
9. Other types of professional services of a nature consistent with the intent of the RFP.

**B. Deliverables to include:**

1. Master Plan Graphic
2. Construction Cost Estimate
3. Findings for needs assessment for operations

**IV. STATEMENT OF QUALIFICATIONS:**

A statement of qualifications which includes, at a minimum, the following information:

- A. Expertise and experience of the firm and project team members relative to the scope of work contained in this RFP.
- B. Recent project information of a similar type completed by the firm. The name and telephone number of the point of contact for each project shall be included.
- C. Identification and statement of qualifications of the principal Landscape Architects and all project team members who will be assigned to the projects(s). A description of their role(s) on the project team.
- D. Current workload and ability to complete project(s) in a timely manner.
- E. Cost per hour fee. Include the reimbursable fee as a separate cost.
- F. Professional liability insurance will be required. Errors and omissions insurance is desirable. Please include your limits of coverage for both.

V. **PROPOSED SCHEDULE:**

|                          |                                           |
|--------------------------|-------------------------------------------|
| June 24, 2009            | Distribution of request for proposals     |
| July 1, 2009, 10:00 a.m. | Mandatory Pre-proposal meeting            |
| July 10, 2009, 4:00 p.m. | Deadline for proposals                    |
| July 13, 2009            | References and Phone Follow up            |
| July 13, 2009            | Advertise Public Meeting                  |
| July 15, 2009            | Award to Successful Proposer              |
| July 21, 2009            | First Meeting with Staff                  |
| July 22, 2009            | Initiate Needs Assessment                 |
| July 29, 2009            | Public Meeting/Open House                 |
| *July 31, 2009           | Provide Needs Assessment Results          |
| July 30, 2009            | Meet with Staff regarding Open House Info |
| August 4, 2009           | Provide Renderings to Staff and PRAB      |
| August 10, 2009          | Present Approved Rendering to Town        |
| Board                    |                                           |
| August 28, 2009          | Provide itemized probable costs to Staff  |
| *(time critical date)    |                                           |

VI. **ATTACHMENTS:**

Review and Assessment  
Reference Evaluation (Top Ranked Firm)  
Professional Services Agreement – Work Order Type  
Current Approved Diamond Valley Master Plan  
Site Survey

**REVIEW AND ASSESSMENT**

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals. At the option of the Town of Windsor, selected firms may be asked to attend interviews.

Proposals shall include:

-Similar projects completed including:

-reference contacts.

-project team resumes

- Scope of work to be performed with each component priced separately to substantiate bid price

- Proposed project schedule

- Firm's standard hourly rates

The rating scale shall be from 1 to 10, with 1 being a poor rating. Points for qualifications are noted.

| <b>RATING SCALE</b> | <b>QUALIFICATION</b>     | <b>STANDARD</b>                                                                                                                                                                           |
|---------------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 - 10              | Scope of Proposal        | Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?                                                   |
| 1 - 10              | Assigned Personnel       | Do the persons who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?                                       |
| 1 - 10              | Availability             | Does the proposed project schedule reasonably accommodate the needs of the Town?                                                                                                          |
| 1 - 5               | Motivation               | Is the firm interested and are they capable of doing the work in the required time frame?                                                                                                 |
| 1 - 10              | Cost and Work Hours      | Do the proposed cost and work hours compare favorably with the project Manager's estimate? Are the work hours presented reasonable for the effort required in each project task or phase? |
| 1 - 10              | Capability               | Does the firm have support capabilities for the assigned personnel? Has the firm done previous projects of this type and scope?                                                           |
| 1 - 5               | Established Relationship | Does the firm have an established relationship regarding tornado recovery projects with the Town of Windsor                                                                               |

### Reference evaluation (Top Ranked Firm)

The project Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

| QUALIFICATION       | STANDARD                                                                                                                                                                                                                           |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Overall Performance | Would you hire this Professional again? Did they show the skills required by this project?                                                                                                                                         |
| Timetable           | Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?                                                                                                                 |
| Completeness        | Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems solved quickly and effectively?                                                                                           |
| Budget              | Was the original Scope of Work completed within the project budget?                                                                                                                                                                |
| Job Knowledge       | a) If a study, did it meet the Scope of Work?<br>b) If Professional administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effectively? |

PROFESSIONAL SERVICES AGREEMENT  
WORK ORDER TYPE

THIS AGREEMENT made and entered into the day and year set forth below by and between THE TOWN OF WINDSOR, COLORADO, a Municipal Corporation, hereinafter referred to as the "Town" and \_\_\_\_\_, [insert either a corporation, a partnership or an individual, doing business as \_\_\_\_\_], hereinafter referred to as "Professional".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Professional agrees to provide services in accordance with any project Work Orders (RFP or project name), issued by the Town. A blank sample of a work order is attached hereto as Exhibit "A", consisting of one (1) page and is incorporated herein by this reference. The Town reserves the right to independently bid any project rather than issuing a Work Order to the Professional for the same pursuant to this Agreement.

2. The Work Schedule. The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule stated on each Work Order.

3. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated as specified on each Work Order. Time is of the essence. Any extensions of any time limit must be agreed upon in writing by the parties hereto.

4. Contract Period. This Agreement shall commence \_\_\_\_\_, and shall continue in full force and effect until \_\_\_\_\_, unless sooner terminated as herein provided. In addition, at the option of the Town, the Agreement may be extended for additional one year periods not to exceed two (2) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties and may not exceed the Denver - Boulder CPI-U as published by the Colorado State Planning and Budget Office. Written notice of renewal shall be provided to the Service Provider and mailed no later than ninety (90) days prior to contract end.

5. Early Termination by Town/Notice. Notwithstanding the time periods contained herein, the Town may terminate this Agreement at any time without cause by providing written notice of termination to the Professional. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this agreement shall be effective when mailed, postage prepaid and sent to the following address:

| Professional: | Town: | With copy to: |
|---------------|-------|---------------|
| _____         | _____ | _____         |
| _____         | _____ | _____         |
| _____         | _____ | _____         |

In the event of any such early termination by the Town, the Professional shall be paid for services rendered prior to the date of termination subject only to the satisfactory performance of the Professional's obligations under this Agreement. Such payment shall be the Professional's sole right and remedy for such termination.

6. Design, Project Insurance and Insurance Responsibility. The Professional shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services rendered by the Professional, including but not limited to designs, plans, reports, specifications, and drawings and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies. The Professional shall indemnify, save and hold harmless the Town its officers and employees, in accordance with Colorado law, from all damages whatsoever claimed by third parties against the Town and for the Town's costs and reasonable attorney's fees arising directly or indirectly out of the Professional's negligent performance of any of the services furnished under this Agreement. The Professional shall maintain commercial general liability insurance in the amount of \$1,000,000 combined single limits and errors and omissions insurance in the amount of \_\_\_\_\_.

7. Compensation. In consideration of services to be performed pursuant to this Agreement, the Town agrees to pay Professional on a time and reimbursable direct cost basis designated in Exhibit "B", consisting of \_\_\_\_ ( ) page(s), attached hereto and incorporated herein by this reference. At the election of the Town, each Work Order may contain a maximum fee, which shall be negotiated by the parties hereto for each such Work Order. Monthly partial payments based upon the Professional's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Professional's Town-verified progress in completing the services to be performed pursuant to the Work Order and upon approval of the Professional's direct reimbursable expenses. Final payment shall be made following acceptance of the work by the Town. Upon final payment, all designs, plans, reports, specifications, drawings, and other services rendered by the Professional shall become the sole property of the Town.

8. Town Representative. The Town will designate, prior to commencement of work, its project representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Town Representative.

9. Project Drawings. [Optional] Upon conclusion of the project and before final payment, the Professional shall provide the Town with reproducible drawings of the project containing accurate information on the project as constructed. Drawings shall be of archival quality, prepared on stable mylar base material using a non-fading process to prove for long storage and high quality reproduction.

10. Monthly Report. Commencing thirty (30) days after Notice to Proceed is given on any Work Order and every thirty days thereafter, Professional is required to provide the Town Representative with a written report of the status of the work with respect to the Work Order, Work Schedule and other material information. Failure to provide any required monthly report may, at the option of the Town, suspend the processing of any partial payment request.

11. Independent Contractor. The services to be performed by Professional are those of an independent contractor and not of an employee of the Town of Windsor. The Town shall not be responsible for withholding any portion of Professional's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose.

12. Personal Services. It is understood that the Town enters into this Agreement based on the special abilities of the Professional and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the Town.

13. Acceptance Not Waiver. The Town's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Professional of responsibility for the quality or technical accuracy of the work. The Town's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Town under this Agreement.

14. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default.

15. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

16. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

17. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Special Provisions. Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit "C", consisting of \_\_ ( ) page(s), attached hereto and incorporated herein by this reference.

THE TOWN OF WINDSOR, COLORADO

By: \_\_\_\_\_  
Town Manager

By: \_\_\_\_\_  
Melissa Chew  
Director of Parks and Recreation

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney

[Insert Professional's name] or  
[Insert Partnership Name] or  
[Insert individual's name]  
Doing business as \_\_\_\_ [insert name of business]

By: \_\_\_\_\_

Title: \_\_\_\_\_

CORPORATE PRESIDENT OR VICE PRESIDENT

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Corporate Secretary (Corporate Seal)

EXHIBIT "A"

WORK ORDER FORM  
PURSUANT TO AN AGREEMENT BETWEEN  
THE TOWN OF WINDSOR  
AND

\_\_\_\_\_  
DATED: \_\_\_\_\_

Work Order Number: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Commencement Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Not to Exceed Fee: (time and reimbursable direct costs): \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Scope of Services: \_\_\_\_\_

\_\_\_\_\_

Acceptance \_\_\_\_\_  
User

Professional agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Professional Services Agreement between the parties. In the event of a conflict between or ambiguity in the terms of the Professional Services Agreement and this work order (including the attached forms) the Professional Services Agreement shall control.

Professional

By: \_\_\_\_\_

Date: \_\_\_\_\_

The attached forms consisting of \_\_\_\_ ( ) pages are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given.

Town of Windsor

By: \_\_\_\_\_  
Town Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Melissa Chew  
Director of Parks and Recreation

Date: \_\_\_\_\_