



**Request for Proposal
RFP-4445-18-DH**

**Professional Engineering Services for 2018
Sewer Line Replacements Phase A**

RESPONSES DUE:

January 5, 2018 prior to 3:30 PM MST

Accepting Electronic Responses Only

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

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

(970) 244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

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

RFP QUESTIONS:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

- 1.2 **Purpose:** The purpose of this RFP is to obtain proposals from qualified individuals and firms interested in providing professional civil engineering services to prepare construction drawings and bid documents for the **2018 SEWER LINE REPLACEMENTS PHASE A**.
- 1.3 **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 **Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 **Submission:** Please refer to section 5.0 for what is to be included. ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).*** ***This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)*** Please view our **“Electronic Vendor Registration Guide”** at <http://www.gjcity.org/business-and-economic-development/bids/> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).
- 1.6 **Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.7 **Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

- 1.8 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.9 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.10 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of Services contained herein.
- 1.11 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.12 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled **“Confidential Material”**. Disqualification of a proposal does not eliminate this right.
- 1.13 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.

- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.14 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.15 Sales Tax: The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.16 Public Opening: Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Consultant/Firm. By executing the contract, the Consultant/Firm represents that they have familiarized themselves with the local conditions under which the Services is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of Services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

2.3. Permits, Fees, & Notices: The Consultant/Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Services. The Consultant/Firm shall give all notices and comply with all laws, ordinances,

rules, regulations and orders of any public authority bearing on the performance of the Services. If the Consultant/Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Consultant/Firm performs any Services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

- 2.4. Responsibility for those Performing the Services:** The Consultant/Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the Services under a contract with the Consultant/Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Consultant/Firm for the performance of the Services under the Contract Documents. Upon receipt of written notice that the Services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the Services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Consultant/Firm, of the value of Services performed and materials placed in accordance with the Contract Documents. The Services performed by Consultant/Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of Services in the applicable community. The Services and services to be performed by Consultant/Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.6. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the Services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Consultant/Firm signed by the Owner issued after the execution of the contract, authorizing a change in the Services or an adjustment in the contract sum or the contract time.
- 2.7. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the Services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.8. Uncovering & Correction of Services:** The Consultant/Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the contract documents. The Consultant/Firm shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the contract documents without cost to the Owner.

- 2.9. Acceptance Not Waiver:** The Owner's acceptance or approval of any Services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his Services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.10. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.11. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.12. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Consultant/Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.13. Debarment/Suspension:** The Consultant/Firm hereby certifies that the Consultant/Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.14. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be done or information that comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.
- 2.15. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.16. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.17. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.18. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating

therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

2.19. Employment Discrimination: During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:

2.19.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.19.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

2.19.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.20. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien Servicesers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

2.21. Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

2.22. Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

2.23. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

2.24. Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

2.25. Indemnification: Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on

account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subConsultant/Firm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

- 2.26. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Servicesers' Compensation, normally provided by the Owner for its employees.
- 2.27. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.28. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.29. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.30. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.31. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.32. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.33. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

- 2.34. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.35. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.36. Gratuities:** The Consultant/Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Consultant/Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.37. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.38. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Serviceser's Compensation, normally provided by the Owner for its employees.
- 2.39. Default:** The Owner reserves the right to terminate the contract in the event the Consultant/Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.40. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.41. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating

jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.42. Definitions:

- 2.42.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.42.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.42.3. "Consultant/Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Consultant/Firm means the Consultant/Firm or his authorized representative. The Consultant/Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Consultant/Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Consultant/Firm shall not commence Services without clarifying Drawings, Specifications, or Interpretations.
- 2.42.4. "Sub-Contractor" is a person or organization who has a direct contract with the Consultant/Firm to perform any of the Services at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.43. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Firm shall procure and maintain and, if applicable, shall cause any sub-contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of Services under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the Consultant/Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

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

3.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Consultant/Firm. The Consultant/Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. General/Background: The purpose of this RFP is to obtain proposals from qualified individuals and firms interested in providing professional civil engineering services to prepare construction drawings and bid documents for the **2018 SEWER LINE REPLACEMENTS PHASE A.**

The work entails the design of approximately **7,208** feet of replacement of sewer lines and appurtenances in five locations in Grand Junction Colorado.

Area	Main line Desc	Upstream	Upstream Desc	Downstream	Downstream Desc	Size	Footage
N. 7th Street	7th Street	E4-262-012	Wellington Ave.	E4-262-013	7th St. & Center Ave.	8"	295
N. 7th Street	7th Street	E4-262-017	North of Bookcliff	E4-262-013	7th St. & Center Ave.	8"	218
Center Ave.	Center Ave	E4-262-013	7th Street	E4-261-079	N. 6th Street	8"	306
S. 7th Street	Alley north of Winters	C3-262-011	830 Winters	C3-262-017	South 7th St	8"	660
Alley north of Winters	Alley north of Winters	C3-262-122	Alley north of Winters	C3-262-011	Alley north of Winters Ave.	8"	600
Alley north of 3rd Ave.	Alley north of 3rd Ave.	C4-262-072	1101 3rd Ave.	C4-262-045	9th Street	8"	960
Alley north of 3rd Ave.	Alley north of 3rd Ave.	C4-262-045	9th Street	C4-262-029	8th Street	10"	480
S. 8th Street	S. 8th Street	C4-262-029	8th & Alley north of 3rd Ave.	C4-262-031	8th St. at alley south of 3rd Ave.	10"	332
10th Street	10th Street	C3-262-068	Near 10th & Winters Ave.	C4-262-064	10th St. at alley north of 4th Ave.	8"	400
Alley north of 4th Ave.	Alley north of 4th Ave.	C4-262-064	10th St. at alley north of 4th Ave.	C4-262-048	9th Street	8"	480
Horizon Dr.	Horizon Dr.	G1-272-053	723 Horizon Dr.	G1-271-041	708 Horizon Dr.	8"	867
15th Street	15th Street	C4-271-021	D Road	C3-271-013	Winters Ave.	12"	1610
Total Footage							7208

The project will include CAD drawing, design and other related services in accordance with the following scope of work.

4.2. Special Conditions/Provisions:

4.2.1 Price/Fees: Pricing shall be established as “a cost not to exceed price”, and shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, drawings, engineering work, shipping/freight, licenses, permits, fees, etc.

Provide a guaranteed maximum price using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown.

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

4.2.2 Codes: Contractor shall ensure that project design, scope, and specifications meets all Federal, State, County, and City Codes.

4.3. Specifications/Scope of Services:

4.3.1. **Surveying:** The City has already surveyed the proposed alignments and has developed base mapping for the proposed areas. Existing manhole invert elevations will be provided. Any additional surveying needed will be completed by the City.

4.3.2 **Geotechnical Investigations:** The Consultant shall perform soils analysis including sampling to a depth of two feet below proposed flow line grade and analyzing for moisture content at quarterly intervals in at least 1 location per run. Results of the soil analysis shall be included in the bid documents under "Supplemental Conditions". For the purposes of developing a lump sum fee proposal, assume the depth of the borings are 15 feet with moisture contents at 3,6,9,12, and 15 feet. Blow counts shall also be included. This item may be reduced based on actual profiles developed during design. If the depths are reduced, the City expects this item to be adjusted accordingly.

4.3.3 **Plan Preparation:** Prepare plan and profile drawings for the sewer extension in AutoCAD 2018. The plan view shall consist of a detailed topographic map of the existing area. Underground utility lines shall be shown on both the plan and elevations views according to City of Grand Junction Standards. Spot elevations shall be shown at or near match points to existing pavements, driveways and other improvements.

Existing rights-of-way, easements, property lines, tax schedule numbers, addresses and names of owners for all lots fronting the areas of construction shall be shown on the plans.

4.3.4 **Meetings with City Staff:** The Consultant shall meet with the City Utility Engineer and/or his representatives bi-weekly, or more frequently to review project progress, adjust schedules, discuss problems, etc.

4.3.5 **Final Plan Preparation:** The Consultant shall prepare final construction drawings, bid documents and cost estimates for construction of the sewer line extensions. Final drawings shall include a cover sheet with a vicinity map and index of sheets, a summary of project quantities sheet, as well as complete plan and profile sheets including profiles for service lines over 50 feet in length, and detail sheets.

Carrier Pipe Replacement: The 15th Street alignment will require removal of existing carrier pipe from existing casing pipe, verification of integrity of casing pipe, and details for placement of new carrier pipe.

4.3.6 **100% Review Submittal:** Three copies of the final detailed construction drawings (22" x 34" prints), bid documents and easements shall be submitted to the City Utility Engineer for review by City staff. Following this review, the Consultant shall meet with City staff to discuss the review comments and shall make all reasonable changes to the drawings and documents as directed by the City Project Engineer.

- 4.3.7 Final Submittal:** Upon approval of the final drawings and Bid Documents by the City Project Engineer, the Consultant shall submit the final AutoCAD drawing files along with AutoCAD .PC2 files on flash drive. The Bid Documents shall be submitted in Microsoft Word format flash drive. Bid Schedule shall be submitted on Microsoft Excel spreadsheet.
- 4.3.8 Authentication:** The Consultant's Professional Engineer responsible for the project design shall affix his stamp and signature to one copy of the final drawings, bid documents and design reports.
- 4.3.9 Permitting with the Union Pacific Railroad:** The 15th Street crossing will require permitting through the Union Pacific Railroad. CONSULTANTS ARE NOT TO CONTACT THE UNION PACIFIC RAILROAD DIRECTLY DURING THE PROPOSAL PHASE. Any questions of the Union Pacific Railroad during the proposal phase shall be made in accordance with Section 4.6 of these solicitation documents.

4.4. City Provided Services:

- 4.4.1 City Computer Standards:** The City will furnish electronic files including the standard AutoCAD set up for plan and profile sheets, drafting standards and standard details. The plan and profile flash drive will include the layering system and symbols to be used for maps and drawings. The City will also furnish a disk with a portion of the City map in the vicinity of the projects.
- 4.4.2 Existing Record Drawings:** The City will furnish to the Consultant all available drawings of record for streets and utility improvements in the vicinity of the project. 2016 air photography of the area is available.
- 4.4.3 Sample Specifications and Plans:** The City will furnish the Consultant previous project plans and specifications upon request. Specifications are available electronically in a variety of formats.
- 4.4.4 Unit Prices:** The City will furnish bid tabulation sheets from previous projects to assist the Consultant in estimating construction costs.
- 4.4.5 CCTV Inspection Videos:** Using a CCTV camera system, the City has video inspection files that can be provided to the Consultant. The inspection videos were recorded recently. The City will put the videos on a CD and deliver to the Consultant.

4.5 Additional Design Criteria, Standards and Requirements:

- 4.5.1 Standards:** All design, drawings, documents and details shall be in accordance with the City's Standard Drawings for Development of Streets and Utilities and City Standard Specifications and Contract Documents dated February 2010 unless otherwise approved by the Utility Engineer.
- 4.5.2 Elevation Tolerance:** All elevations shall be measured, calculated and shown on the drawings to the nearest 1/100 of a foot.
- 4.5.3 Drawing Sheet Set-up:** Plan and profile sheets shall be set up for plotting on **22" X 34"** sheets at a horizontal scale 1"= 20' and a vertical scale (on the profile) of 1"= 5'.

Stationing shall increase from left to right and the north arrow shall point up or to the right on the plan view. Plan sheets shall be set up with match lines as well as a vicinity map shading the area covered by that particular sheet.

4.5.4 Pipe Bursting Installation Methods: Due to tight confines and above ground obstructions along buildings, and dealing with existing railroad tracks on 10th Street, the City would like for the Consultant to investigate pipe bursting methods for the installation of new 8" sewer pipe. The City would prefer that the pipe used for pipe bursting be Fusible C-900 PVC pipe. The Consultant shall determine if the pipe bursting installation method is a good candidate given the depth and grades of the existing pipe and the soil conditions.

The sewer line sections the City believes to be candidates for pipe bursting are as follows:

- 10th Street: Structure C3-262-067 to C4-262-064, Ex. 6" VCP, 210 LF
- Alley north of 4th Ave.: Structure C4-262-064 to C4-262-048, Ex. 6" VCP, 480 LF
- Alley north of 3rd Ave.: Structure C4-262-063 to C4-262-045, Ex. 6" VCP, 480 LF

4.5.5 South 7th Street Sewer Alignment: The current sewer alignment between manholes C3-262-011 and C3-262-017 is directly below the concrete curb, gutter, and sidewalk. The City would prefer to save as much of the existing concrete as possible and relocate the proposed new sewer line a little further west away from the concrete as much as possible. The City would like for the consultant to locate the new 8" sewer pipe out in the asphalt pavement section of 7th Street while maintaining the required separation distance between sewer and domestic water pipes.

If a more detailed survey of the gutter flowline is required, the Consultant shall request the City gather more survey data for the replacement of the curb and gutter.

4.5.6 15th Street Sewer Alignment: The current sewer alignment between manholes C4-271-021 and C3-271-013 along 15th Street is primarily located in private property. The City would prefer to have the new sections of sewer line pipe located out in the roadway right-of-way. It appears there is room between the existing domestic waterline and the existing storm sewer pipe for the new sewer pipe. The required separation distance between sewer and domestic water pipes must be maintained.

The Consultant needs to determine if relocating the proposed 15th Street sewer line out in the roadway right-of-way is feasible and will continue to accommodate each individual properties sewer service pipe and grades. If the proposed alignment will not work with the existing sewer service grades, the Consultant shall design 15th Street for the new sewer pipe to be installed along the same alignment as the existing pipe.

If additional survey data is needed, the Consultant shall make a request and the City will get the necessary survey data as quickly as possible.

4.5.7 Horizon Drive Sewer Alignment: The current sewer alignment between manholes G1-272-053 and G1-271-043 is primarily located in the landscape region between the back of curb and the detached sidewalk. In order to avoid resetting of existing street lights, concrete replacement, bus stops, and landscape restoration, the City

would like for the new sewer line pipe to be located out in the asphalt area of Horizon Drive.

The Consultant needs to determine if relocating the proposed Horizon Drive sewer line out in the asphalt region is feasible and will accommodate each individual properties sewer service pipe and grades.

Horizon Drive, between the south roundabout and G Road, is proposed to be reconstructed with new curb and gutter alignments and center landscape medians. The City wants the new sewer line alignment to be based on the proposed future layout of Horizon Drive. The City will provide the Consultant with an AutoCAD drawing that shows the proposed future alignment of Horizon Drive with the new curb and gutter alignments so the sewer line can be designed to accommodate the future alignments. Separation requirements between sewer pipe and waterlines shall be maintained.

4.6. RFP Tentative Time Schedule:

- | | |
|--|---------------------------|
| • Request for Proposal available | December 15, 2017 |
| • Inquiry deadline, no questions after this date | December 27, 2017 |
| • Addendum Posted | December 29, 2017 |
| • Submittal deadline for proposals | January 5, 2018 |
| • Owner evaluation of proposals | January 6-10, 2018 |
| • Final selection | January 12, 2018 |
| • Contract execution | January 19, 2018 |
| • Advertise for bids | March 1, 2018 |
| • Award construction contract | April 18, 2018 |
| • Construction | May 1, 2018-July 31, 2018 |

4.7. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to F**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Consultant/Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Fee Proposal:** Provide a guaranteed maximum price using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown.

- F. **Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience/Demonstrated capability
- Necessary resources
- Strategy & Implementation Plan
- References
- Fees

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, Consultant/Firm, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Consultant/Firm.

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-4445-18-DH Professional Engineering Services for 2018 Sewer Line Replacements Phase A

Offeror must submit entire Form completed, dated and signed.

1) Cost not to Exceed Price, per scope of services:

Price \$ _____

WRITTEN: _____ dollars.

The Owner reserves the right to accept any portion of the Services to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Consultant/Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date