

CONTRACT RENEWAL

#4888-21-DH

Date: February 24, 2021

Supplier: Huddleston-Berry Engineering & Testing, LLC

Project: 1st Year Contract Renewal for Professional Geotechnical Engineering Services

Congratulations, you have been awarded the 1st year renewal option for contract #4888-21-DH Professional Geotechnical Engineering Services, dated February 24, 2021.

The Contractor shall provide to City of Grand Junction the products and services set forth in the Contract Documents dated February 25, 2020 for Solicitation No. RFP-4739-20-DH for Contract for Professional Geotechnical Engineering Services as the Secondary awarded firm. This renewal shall cover the 2021 calendar year.

Please notify Kenneth Haley, City of Grand Junction Public Works Engineering Manager at (970)-244-1543, or via E-mail kennethh@gicity.org for scheduling and return to the Purchasing Division an acknowledged copy of this Contract Renewal and current Proof of Insurance Certificate.

CITY OF GRAND JUNCTION, COLORADO

Duane Hoff Ir., Senior Buyer- City of Grand Junction

Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Huddleston-Berry Engineering & Testing, LLC Contractor:

Michael Berry - Via President of Engineering, Huddleston-Berry Engineering, Engineering, Huddleston-Ber

By:

Member Owner Title:

2/25/2021 | 10:03 MST Date:

Client#: 1088003 **HUDDLENG**

$ACORD_{^{++}}$

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

and comments accessed and regime to an comments notice	,	
PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC	PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, N	2).
P.O. Box 7050	E-MAIL ADDRESS:	<i>.</i>
Englewood, CO 80155	INSURER(S) AFFORDING COVERAGE	NAIC #
800 873-8500	INSURER A: Hartford Casualty Insurance Company	29424
INSURED	INSURER B: Hartford Ins Co of the Midwest	37478
Huddleston-Berry Engineering & Testing,	INSURER C: Navigators Specialty Insurance Co.	36056
LLC	INSURER D:	
2789 Riverside Parkway	INSURER E:	
Grand Junction, CO 81501	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY		X	X	34SBAVS0849	12/01/2020	12/01/2021	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
Α	AUT	TOMOBILE LIABILITY	X	X	34SBAVS0849	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α	X	UMBRELLA LIAB X OCCUR	X	X	34SBAVS0849	12/01/2020	12/01/2021	EACH OCCURRENCE	\$1,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$1,000,000
		DED X RETENTION \$10000							\$
В		RKERS COMPENSATION DEMPLOYERS' LIABILITY		X	34WEGIQ0223	12/01/2020	12/01/2021	PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mai	ndatory in NH)	117.4					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
		s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
С	C Professional				CE20MPL0BS0YFNC	12/01/2020	12/01/2021	\$1,000,000 per claim	1
	Lia	bility						\$2,000,000 annl agg	r.
	Cla	nims Made							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Grand Junction 250 N. 5th Street Grand Junction, CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Sold Control of the C

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DESCRIPTIONS (Continued from Page 1)
The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.
Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

HUDDLENG

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER		CONTACT Sheree S. Zamarripa					
USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500		PHONE (A/C, No, Ext): 800 873-8500 (A/C, No):					
		(A/C, No, Ext): 000 07 3-0500 (A/C, No): E-MAIL ADDRESS: Sheree.zamarripa@usi.com					
		INSURER(S) AFFORDING COVERAGE N					
		INSURER A: Hartford Casualty Insurance Company	29424				
INSURED	acuing 9 Testing	INSURER B: Hartford Underwriters Insurance Company	30104				
Huddleston-Berry Engineerin	gineering & resting,	INSURER C: Navigators Specialty Insurance Co.	36056				
2789 Riverside Parkway		INSURER D:					
Grand Junction, CO 81501		INSURER E :					
Grand bunction, CO or	JO 1	INSURER F:	1				
COVERAGES	ERTIFICATE NUMBER:	REVISION NUMBER:					

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H.	INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS									
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INSR										
INSR LTR		INSR	WVD	POLICY NUMBER	(MM/QQ/AAAA)	POLICY EXP (MM/DD/YYYY)	LIMIT	S		
Α	X COMMERCIAL GENERAL LIABILITY	х	х	34SBAVS0849	12/01/2021	12/01/2022	EACH OCCURRENCE	\$1,000,000		
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s300,000		
							MED EXP (Any one person)	\$10,000		
							PERSONAL & ADV INJURY	s1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s2,000,000		
	POLICY X JECT LOC						PRODUCTS - COMP/OP AGG	s2,000,000		
	OTHER:	ļ						\$		
Α	AUTOMOBILE LIABILITY	х	х	34SBAVS0849	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person)	s		
AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	s		
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$		
								\$		
Α	X UMBRELLA LIAB X OCCUR	Х	х	34SBAVS0849	12/01/2021	12/01/2022	EACH OCCURRENCE	\$1,000,000		
ŀ	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$1,000,000		
	DED X RETENTION \$10000							\$		
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		х	34WEGIQ0223	12/01/2021	12/01/2022	X PER OTH- ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	s1,000,000		
	(Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	s1,000,000		
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s1,000,000		
С	Professional			CE21MPL0BWFK0NC	12/01/2021	12/01/2022	\$1,000,000 per claim	1		
	Liability						\$2,000,000 anni agg	r.		
	Claims Made									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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CERTIFICATE HOLDER	CANCELLATION
City of Grand Junction Attn: Duane Hoff Jr. 250 N. 5th Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Grand Junction, CO 81501-0000	AUTHORIZED REPRESENTATIVE
1	666

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The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excoverage over the General Liability, Automobile Liability and Employers Liability.	9\$\$
Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.	



LETTER OF INTENT

Date: February 10, 2020

Company: Huddleston-Berry Engineering & Testing, LLC

Project: Contract for Professional Geotechnical Engineering Services RFP-4739-20-DH

Based upon review of the proposal responses received, and interviews held, for Contract for Professional Geotechnical Engineering Services RFP-4739-20-DH, your company has been selected as the "Secondary" firm to move forward into the negotiations phase of this solicitation process.

Upon successful and agreed upon negotiations, it is the intent of the City of Grand Junction to award the aforementioned contract to your company as the "Secondary" firm as is listed in the RFP documents; your proposal response; and successful negotiations of project scope.

Per our discussion, the evaluation committee would like for your company to confirm the scope of services the City provided in the solicitation documents and add/modify it with the following:

In addition to the existing scope, your firm will provide:

- -24 hr response time to perform testing;
- -Proposals received for project requests within 1 calendar week;
- -Geotechnical reports within 4 weeks of project requests, and receipt of testing results within 24 hrs;
- -Inform Owner if your firm is too busy or does not have the capacity to perform any request received from the Owner.

If negotiations are successful, this project must be approved by the City Manager prior to award and a contract being issued.

Upon receipt of a fully signed contract, please provide the Purchasing Division your Insurance Certificate, as per the solicitation documents.

Please feel free to contact me with any questions at 970-244-1545.

Thank you and Best Regards

Duane Hoff Jr., Senior Buyer



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this <u>25th</u> day of <u>February</u>, <u>2020</u> by and between the <u>City of Grand Junction</u>, <u>Colorado</u>, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Huddleston-Berry Engineering & Testing</u>, <u>LLC</u> hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Contract for Professional Geotechnical Engineering Services RFP-4739-20-DH**.

WHEREAS, the Contract has been awarded to the above named Firm by the Owner, and said Firm is now ready, willing and able to perform the Services specified in the Notice of Award, in accordance with the Contract Documents;

The Owner reserves the right to make multiple awards to firms that are responsive and responsible to this solicitation process. The Owner shall utilize the **Primary (RockSol Consulting Group, Inc.)** awarded Firm whenever possible. However, through this method, should the Primary awarded Firm be unable to fulfill their contract at any given time, it shall allow the Owner to utilize the **Secondary (Huddleston-Berry Engineering & Testing, LLC)** awarded Firm to fulfill the Owner's needs. All Firms understand and agree that they shall hold their pricing for the entire contract period. It is further understood that awarded Firms shall, and are obligated to, inform the Owner if they cannot fulfill any given request received in accordance to the Contract Documents.;

NOW, THEREFORE, in consideration of the compensation to be paid the Firm, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

<u>Contract Documents</u>: It is agreed by the parties hereto that the following list of instruments and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments and documents taken together as a whole constitute

the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement;
- b. Solicitation Documents for the Project; Contract for Professional Geotechnical Engineering Services;
- c. Firms Response to the Solicitation;
- d. Services Change Requests (directing that changed Services be performed);
- e. Amendments.

ARTICLE 2

<u>Definitions:</u> The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

<u>Contract Services:</u> The Firm agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the rate amounts as stated in the Firm's submitted proposal response. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Amendment or other written directive of the Owner. The Owner shall not issue a Amendment or other written directive which requires additional Services to be performed, which Services causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Firm written assurance that lawful appropriations to cover the costs of the additional Services have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Services progresses. Applications for partial and Final Payment shall be prepared by the Firm and approved by the Owner in accordance with the Solicitation.

ARTICLE 5

<u>Contract Binding:</u> The Owner and the Firm each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants,

agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Firm and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Firm shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Firm shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

<u>Severability:</u> If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Firm has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

By: Duane Hoff Jr., Senior Buyer - City of Grand Junztion/2020 | 09:26 MST

Duane Hoff Jr., Senior Buyer

Date

Huddleston-Berry Engineering & Testing, LLC

By: Michael A. Berry, P.E. Member Owner Date



Request for Proposal RFP-4739-20-DH

Contract for Professional Geotechnical Engineering Services

RESPONSES DUE:

January 15, 2020 prior to 3:30 PM MST

<u>Accepting Electronic Responses Only</u>

<u>Responses Only Submitted Through the Rocky Mountain E-Purchasing System</u>

(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 <u>duaneh@gjcity.org</u> (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 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

TABLE OF CONTENTS

ection	
1.0	Administrative Information and Conditions for Submittal
2.0	General Contract Terms and Conditions
3.0	Insurance Requirements
4.0	Specifications/Scope of Services
5.0	Preparation and Submittal of Proposals
6.0	Evaluation Criteria and Factors
7.0	Solicitation Response Form

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 professional firms to provide geotechnical engineering and materials testing services to the City of Grand Junction on an "as needed" basis.
- **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 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction Purchasing Policy and Procedure Manual.
- 1.6 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.gicity.org/business-and-economicdevelopment/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).
- **1.7 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.
- **1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 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.
- 1.13 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.
- 1.14 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.
- 1.15 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.
- **1.16 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- **1.17 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 Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services are 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 Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Services. The

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 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 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 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 Firm.
- 2.5. 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 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.
- 2.6. 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.
- 2.7. Uncovering & Correction of Services: The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the contract documents. The 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.
- 2.8. 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.
- **2.9.** 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.
- **2.10. 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.
- 2.11. 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. 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.
- **2.12. Debarment/Suspension:** The Firm herby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- **2.13.** 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.
- **2.14.** Conflict of Interest: No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.15. 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.
- 2.16. 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.
- **2.17. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
 - 2.17.1. 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.
 - 2.17.2. 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.
 - 2.17.3. 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.
- 2.18. 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 workers 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).
- **2.19. 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.
- 2.20. 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.
- **2.21.** 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.
- **2.22. 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.
- 2.23. 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, subFirm 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.
- 2.24. 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.
- 2.25. 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.
- **2.26. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

- **2.27. 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.
- 2.28. 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.
- **2.29. 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.
- **2.30.** Expenses: Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.31. 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.
- 2.32. 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.
- 2.33. 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.
- 2.34. Gratuities: The 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 Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- **2.35. 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.
- **2.36. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

- 2.37. Default: The Owner reserves the right to terminate the contract in the event the 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.
- **2.38. 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.
- 2.39. 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.

2.40. Definitions:

- 2.40.1. "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.
- 2.40.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.40.3. "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The 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. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence Services without clarifying Drawings, Specifications, or Interpretations.
- 2.40.4. "Sub-Contractor is a person or organization who has a direct contract with the 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.
- **2.41.** Public Disclosure Record: If the Proposer has knowledge of their employee(s) or subproposers 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: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.
- (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

d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the 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 paragraph (b) 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 Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. General: The City of Grand Junction desires to enter into an annual contract with a professional geotechnical engineering firm to provide all related services as required, on an "as needed" basis.

4.2. Special Conditions/Provisions:

4.2.1 Price/Fees: Services pricing 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 complete list of all potential costs with associated services, as may be related to geotechnical engineering, and materials testing services. The list should be broken down into both hourly rates, and flat rate fees, as may apply. All fees will be considered by the Owner to be negotiable.

4.3. Specifications/Scope of Services: Firm shall provide all services related to geotechnical engineering, on an "as needed" basis, to include, but not be limited to: initial design, final design, construction documents, phasing of projects-as needed, etc.

Organization, familiarity with individual projects, preparedness, communication, report timeliness, invoicing accuracy (both in description and fee rates) are all critical traits that are desired under this contract.

The City may, at its discretion, make a single ward, or make awards for a primary and secondary service provider.

4.4. RFP Tentative Time Schedule:

Request for Proposal available December 27, 2019 Inquiry deadline, no questions after this date January 8, 2020 Addendum Posted January 10, 2020 Submittal deadline for proposals January 15, 2020 Owner evaluation of proposals January 16 - 22, 2020 Interviews (if required) January 29, 2019 Final selection January 31, 2020 Contract execution February 3, 2020

4.5. Questions Regarding Scope of Services:

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

4.6. Contract: Contract shall commence upon award and will run through <u>December 31, 2020</u>. The awarded Firm and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Firm and the Owner, be extended under the terms and conditions of the contract for three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through Rockv Mountain E-Purchasing (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 Please view our "Electronic Vendor Registration Guide" at Plan accordingly.) 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 G:

- 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 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/Mesa County 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, including typical delivery time for day-to-day testing results.
- **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 complete list of all potential costs with associated services, as may be related to geotechnical engineering, and materials testing services. The list should be broken down into both hourly rates, and flat rate fees, as may apply.
- F. Legal Proceedings/Lawsuits: State any and all legal proceedings, and or lawsuits you firm has been involved with in the last 3 years, is currently involved with, and/or has pending. Describe the reason for each instance, and the outcome.
- **G.** 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
 - (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- Understanding of the Project and Objectives
 - (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- Experience
 - (Firm's proven proficiency in the successful completion of similar projects.)
- Necessary Resources/Capability
 - (Firm has provided sufficient information proving their available means to perform the required scope of work/service; to include appropriate bonding, insurance an all other requirements necessary to complete the project.)
- Strategy & Implementation Plan
 - (Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. Strategy and Implementation Plan for details.)
- References
 - (Proof of performance in projects of similar scope and size from previous clients. See Section 5.0 Item E References.)
- Fees
 - (All fees associated with the project are provided complete, comprehensive and within industry standards.)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, 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 Firm.

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-4739-20-DH Contract for Professional Geotechnical Engineering Services

Offeror must submit entire Form completed, dated and signed.

The Owner reserves the right to accept any portion	on of the services to be performed at its discretion
The undersigned has thoroughly examined the entire Reand schedule of fees and services attached hereto.	equest for Proposals and therefore submits the proposal
This offer is firm and irrevocable for sixty (60) days after	r the time and date set for receipt of proposals.
The undersigned Offeror agrees to provide services an contained in this Request for Proposal and as described by the Owner.	
Prices in the proposal have not knowingly been disclos	ed with another provider and will not be prior to award.
 agreement for the purpose of restricting compe No attempt has been made nor will be to induce purpose of restricting competition. The individual signing this proposal certifies they the offeror and is legally responsible for the off provided. Direct purchases by the City of Grand Junction exempt No. 98-903544. The undersigned certible added to the above quoted prices. City of Grand Junction payment terms shall be 	be any other person or firm to submit a proposal for the sy are a legal agent of the offeror, authorized to represent fer with regard to supporting documentation and prices are tax exempt from Colorado Sales or Use Tax. Tax fies that no Federal, State, County or Municipal tax will Net 30 days. Of the net dollar will be offered to the Owner if the invoice
RECEIPT OF ADDENDA: the undersigned Contracto Specifications, and other Contract Documents. State n	
It is the responsibility of the Proposer to ensure all Add	enda 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

Date

City, State, and Zip Code



Purchasing Division

ADDENDUM NO. 1

DATE: May 23, 2015

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: Contract for Professional Geotechnical Engineering Services RFP-4739-20-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

- 1. <u>The Responses Due Date and Time have been modified/updated to January 23, 2020 prior</u> to 3:30pm.
- 2. Non-Mandatory Pre-Proposal Meeting: <u>Prospective offerors are encouraged to attend a non-mandatory pre-proposal meeting on January 9, 2020 at 8:00am</u>. <u>Meeting location shall be in the City Hall Auditorium, located at 250 N. 5th Street, Grand Junction, CO</u>. The purpose of this visit will be to inspect and to clarify the contents of Request for Proposal (RFP).
- 3. Section 4.4 RFP Tentative Time Schedule has been updated/modifies as follows:

RFP Tentative Time Schedule:

•	Request for Proposal available	December 27, 2019
•	Non-Mandatory Pre-Proposal Meeting	January 9, 2020
•	Inquiry deadline, no questions after this date	January 14, 2020
•	Addendum Posted	January 16, 2020
•	Submittal deadline for proposals	January 23, 2020
•	Owner evaluation of proposals	January 24 - 30, 2020
•	Interviews (if required)	February 6, 2020
•	Final selection	February 11, 2020
•	Contract execution	February 19, 2020

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Duane Hoff Jr.

City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 2

DATE: January 10, 2020

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: Contract for Professional Geotechnical Engineering Services RFP-4739-20-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. Do you want us to provide rates for subcontractors?

A. Yes.

2. Q. Are you looking for a Rates/Fees list or specific project estimates?

A. As stated in the solicitation documents, The City is requesting a complete listing of all rates and fees associated with this type of work. The successful firm will then provide specific project estimates for each individual project, as the come up, based on the provided rates/fees established in the contract through this process.

- 3. Does the City have a standard test result form that they would like use, or can the firm use CDOT or firm supplied forms?
- A. The City does not have a specific form to be utilized for test result submittals. The City typically relies on the firm's generated forms provided they comply with applicable AASHTO/ASTM standards.
- 4. See attached 2020 Capital Presentation.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully.

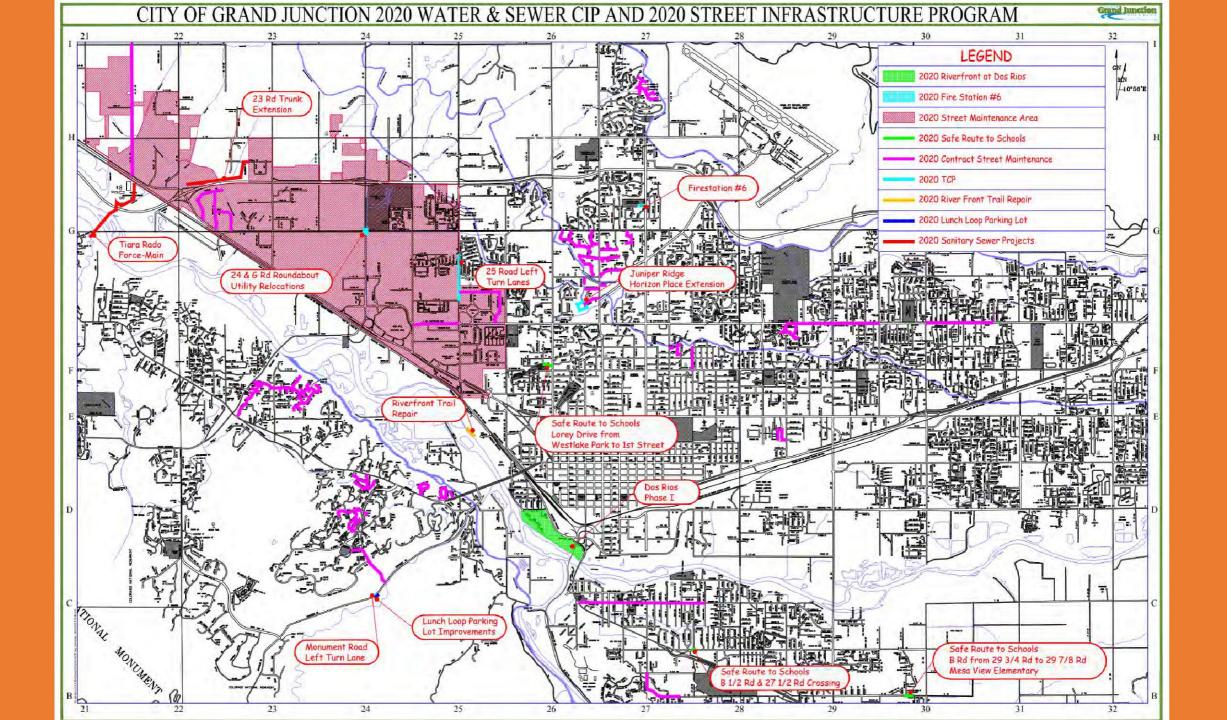
Duane Hoff Jr.

City of Grand Junction, Colorado



City of Grand Junction 2020 Capital Improvement Program

Trent Prall, Public Works Director January 9, 2020





Subject: City of Grand Junction 2020 Capital Improvement Program*

*Contingent Council Approval in December 2019

		*Contingent Council Approval in December 2019		Contractor					
Line	Funding	Project	Contractor	Contractor	Design Contact	Advertise	Bid Opening	Construction	Cost Estimate
1	Streets	2020 Contract Street Maintenance	TBD	TBD	Eric Mocko	February	March	June 2020-August 2020	
			TBD	TBD	Eric Mocko			0	\$3,700,000
2	Streets	Street Mainenance / Alternative Treaments / HA5	TEST SERVICE	The service	THE SECOND CONTRACTOR OF THE SECOND CONTRACTOR	April	May	June 2020-August 2020	\$500,000
3	Streets	Pavement Preservation City Staff - Maint Area 10	In-house	In-house	Darren Starr	March	April	June-July 2020	\$1,500,000
4	Streets	25 Road Left Turn Lanes - F 1/4 to F 3/4 Rd	TBD	TBD	Eric Mocko	April	May	June 2020-August 2020	\$696,000
5	Streets	2020 Concrete Replacements	TBD	TBD	Eric Mocko	August	September	October 2020 - November 2020	\$100,000
6	Streets	2020 Alley Improvement District	TBD	TBD	Eric Mocko	July	August	September 2020	\$100,000
7	Streets	2019 Safe Routes to School - B 1/2 Rd @ 27 1/2 Rd Crossing	TBD	TBD	John Eklund	May	June	July 2020	\$40,000
8	Streets	2019 Safe Routes to School - B Road 29 3/4 Rd to 29 78/ Rd Mesa View Elementary	TBD	TBD	John Eklund	May	June	July - August 2020	\$95,000
9	Streets	2019 Safe Routes to School - Lorey Drive from Westlake Park to Lilac Lane	TBD	TBD	John Eklund	May	June	July - August 2020	\$75,000
10	Streets	2019 CDBG - ADA Accessibility Improvements	TBD	TBD	Eric Mocko	August	September	October 2020 - November 2020	\$24,000
11	Streets	Culvert Replacement - GRJM-21.5-G.95	TBD	TBD	Kirsten Armbruster	January	February	March 2020	\$40,000
12	Streets	Traffic Signal Controller Upgrades / Equipment Upgrades	In-house	In-house	Tom Lanum	January	February	March 2020-November 2020	\$287,000
13	Streets	G Rd and 24 Rd Improvements - Utility Relocations	In-house	In-house	Lee Cooper	July	August	October 2020-December 2020	\$200,000
14	Streets	Juniper Ridge - Horizon Place Street Improvements	In-house	In-house	Eric Mocko	March	April	May-July 2020	\$250,000
15	Streets	Riverfront at Dos Rios - Left Turn Lane	In-house	In-house	Brendan Hines	May	June	July-August 2020	\$250,000
16	Trails	Lunch Loop Parking Lot Imp and Monument Rd Left Turn Lane	TBD	TBD	Kirsten Armbruster	February	March	June-July 2020	\$500,000
17	Water	2020 Flow Line Replacements	TBD	TBD	John Eklund	June	August	September 2020 - December 2020	\$2,550,000
18	Water	2020 Water Line Replacements	TBD	TBD	John Eklund	March	April	May-August 2020	\$1,325,000
19	Water	Carson Lake Dam Rehabilitation	TBD	TBD	Lee Cooper	February	March	July-October 2020	\$2,500,000
20	Sewer	2019 Sewer Line Replacements	TBD	TBD	Lee Cooper	March	April	May-September 2020	\$3,870,000
21	Sewer	Lift Station Elimination / Rehabilitation	TBD	TBD	Lee Cooper	. May	June	July-September 2020	\$3,000,000
22	Sewer	CNG Gas Storage / Enhanced Fueling Station	TBD	TBD	Kurt Carson	May	June	September 2020-October 2020	\$1,080,000
23	Sewer	Tiara Rado Force Main	TBD	TBD	Lee Cooper	July	August	November 2020-February 2021	\$2,500,000
24	Sewer	23 Road Sewer Trunk Extension	TBD	TBD	Lee Cooper	November	December	January 2020-April 2020	\$1,000,000
25	Fire	Fire Station #6	TBD	TBD	Kirsten Armbruster	February	March	March-June 2020	\$3,500,000
26	Economic Dev	Riverfront at Dos Rios - Phase II	TBD	TBD	Brendan Hines	January	February	March-September 2020	\$10,400,000
27	Trails	Riverfront Trail Repair	TBD	TBD	John Eklund	December	January	February -March 2020	\$250,000
28	Parks	City Entry Way Sign Replacement	TBD	TBD	Kirsten Armbruster	April	May	June-July 2020	\$150,000
29	Parks	Stadium Master Plan Improvements - Track Replacement	TBD	TBD	Marc Mancuso	April	May	June 2020-July 2020	\$350,000
30	Parks	Stadium Master Plan Improvements - Outfield / Drainage	TBD	TBD	Marc Mancuso	June	july	October 2020	\$300,000
31	Parks	Suplizio Field Stands Repair	TBD	TBD	Marc Mancuso	June	july	October 2020	\$100,000

Total: \$41,232,000

Lines 1-3



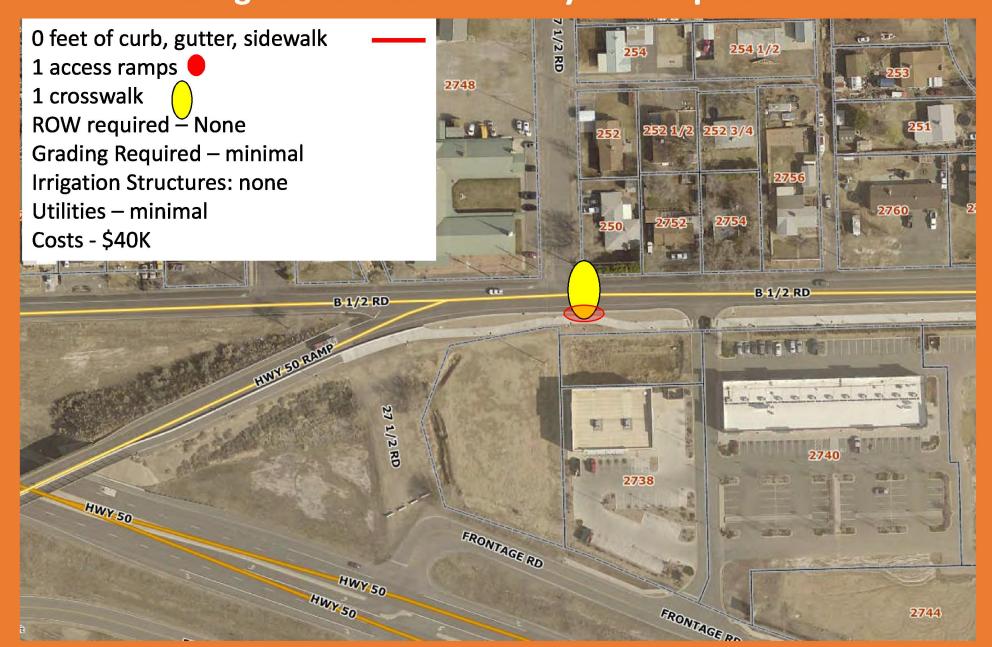
2020 Street Maintenance Program



365 Miles / 1020 Lane Miles
2020 is year 3 of 5 year
Additional Voter Authorized Funding April 2017
\$33 million investment over 5 years
Increasing Pavement Condition Index (PCI) from 69 to 73
2020 - \$5.8 million

Safe Neighborhood Routes B ½ Rd Crossing at 27 ½ Road and Hwy 50 overpass





Safe Routes to School / Mesa View Elementary / East

Contact: Julie Garcia - 683-9748 9/26/2018

View Looking West of Path from WinterHawk Drive along B Rd



Line 8

Safe Routes to School / Neighborhood Connection Lorey Drive – 1st Street to Westlake Park

Irrigation
Structure

Line 9

450 feet of curb, gutter, sidewalk

Additional asphalt width ——

2 access ramp

1 crosswalk

ROW required – None

Grading Required – ADA

Irrigation Structures: can avoid

Utilities – minimal

Costs - \$75K

Fills in a missing segment of sidewalk between 1st
Street and Lilac Lane and connecting to multi-use

Lorey Dr looking west



ADA Accessibility Upgrades – City Hall / County Bldg



Line 10



Rood Ave SE of City Hall



Rood Ave SE of Old Mesa County Court House

ADA Accessibility Upgrades – Tope Elementary



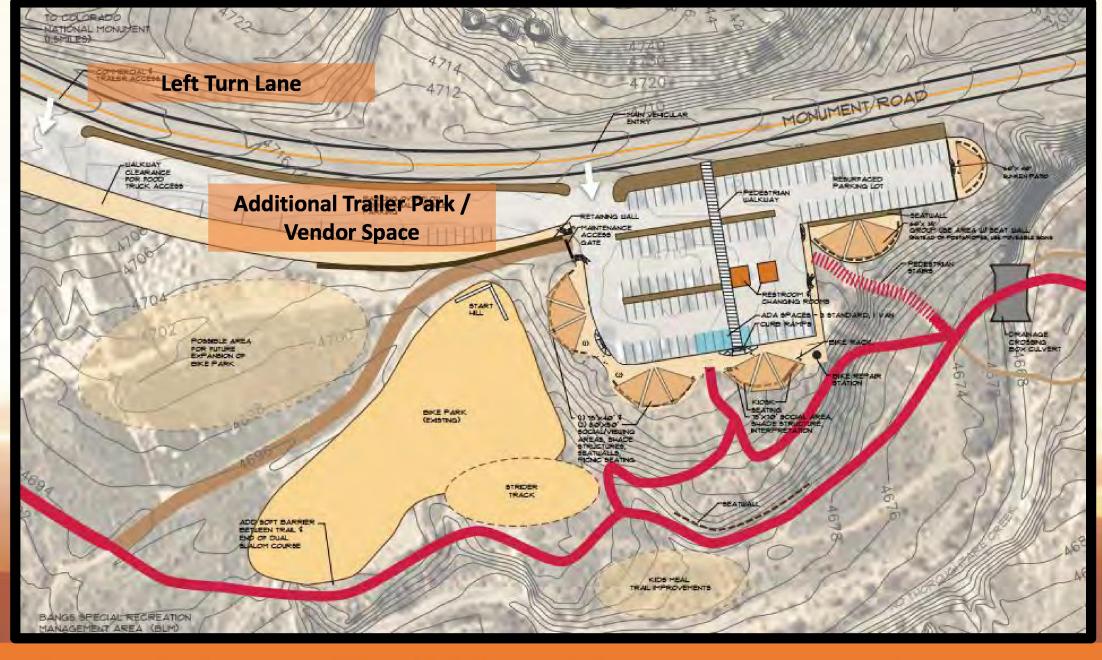
Line 10





Line 16

\$500,000



Lunch Loop Trail Head Improvements

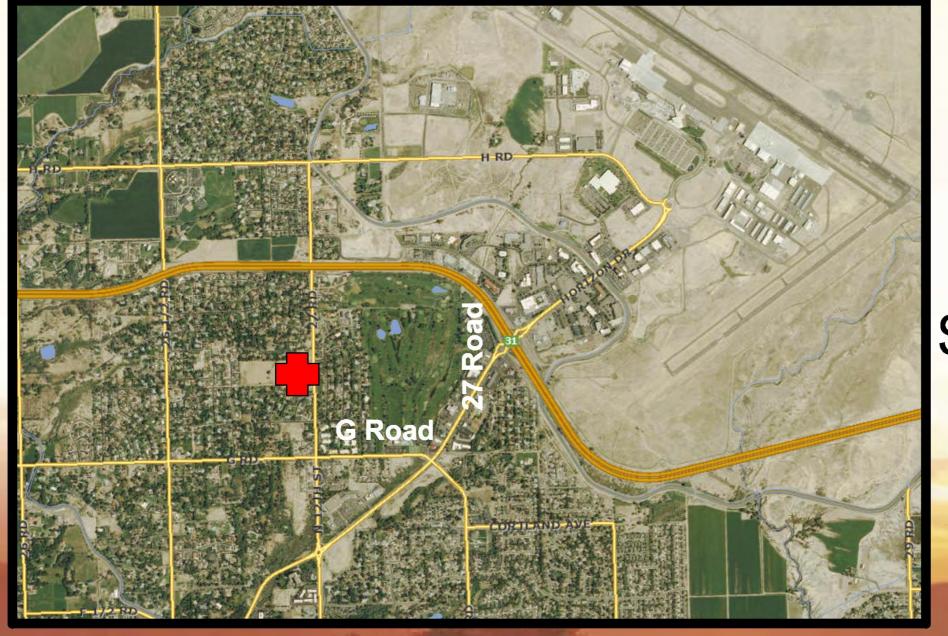
Sewer Capital Projects

Collection System	
Sewer Line Rehabilitation/Replacements	\$3,870,000
Parallel Tiara Rado Force Main	\$2,500,000
Lift Station Elimination/Rehabilitation	\$3,000,000
Collection System Equipment	\$160,000
Alley Improvement Districts	\$60,000
Collection System Equipment	\$160,000
Sewer Improvement Districts	\$60,000
Treatment Plant	
Wastewater Treatment Plant Rehabilitation/Replacements	\$577,000
Odor Control Improvements	\$500,000
Plant Studies (Arc Flash and Electrical Safety)	\$50,000
CNG Storage and Fueling Station Automation	\$1,080,000
Total Capital	\$11,797,000

Lines 20, 21,22, 24









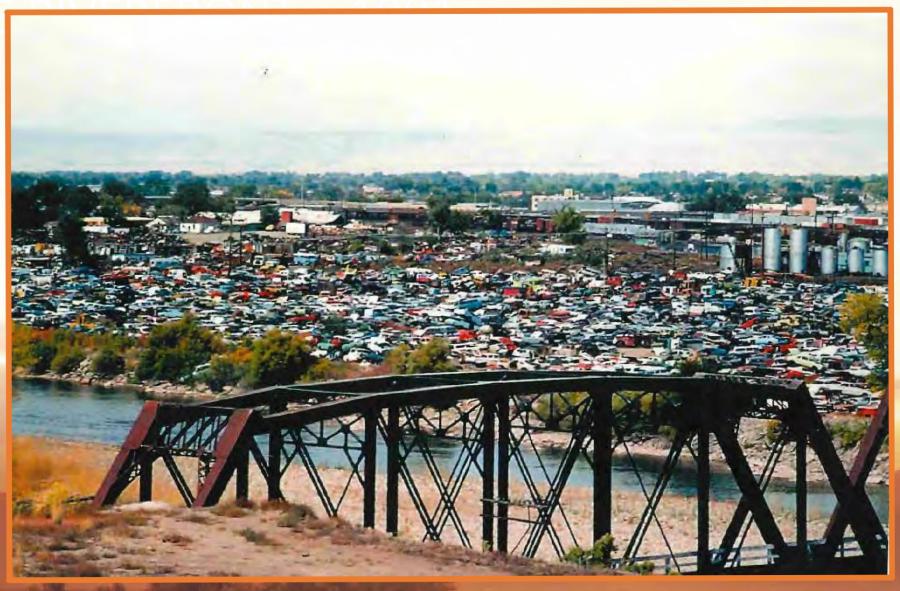
\$3,200,000 Line 26

Fire Station #6

RIVERFRONT at Dos Rios

Line 26





Line 26 RIVERFRONT at Dos Rios









Transportation Capacity

2019 Ballot Initiative 2A
Geotechnical Services Proposal
January 9, 2020



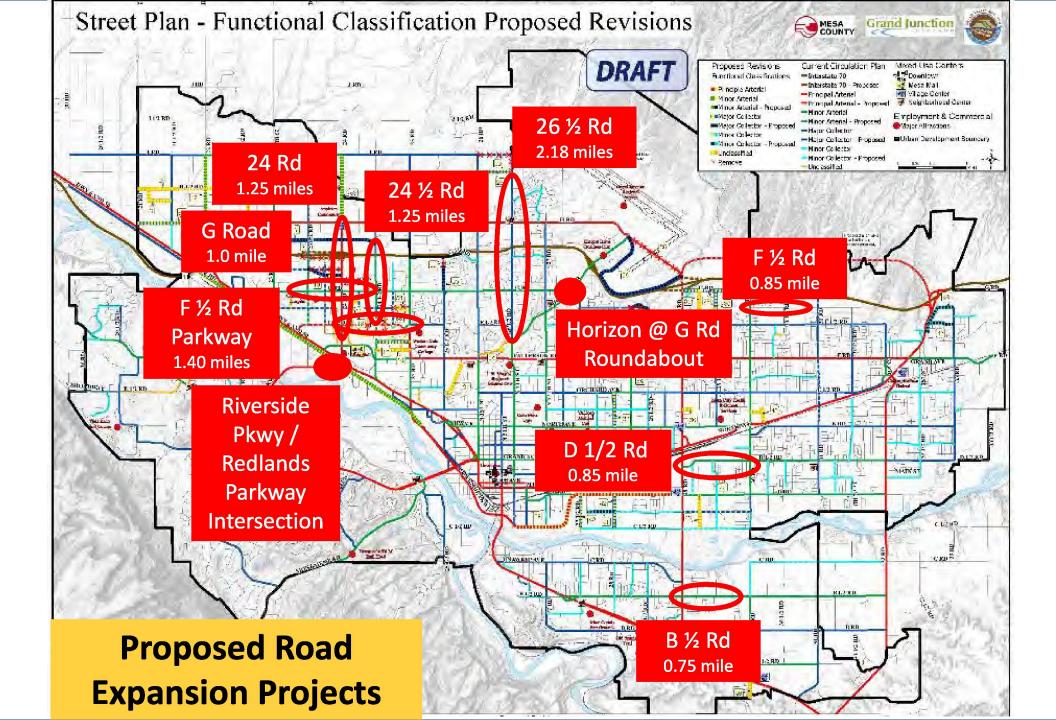
2019 Ballot Initiative - Transportation

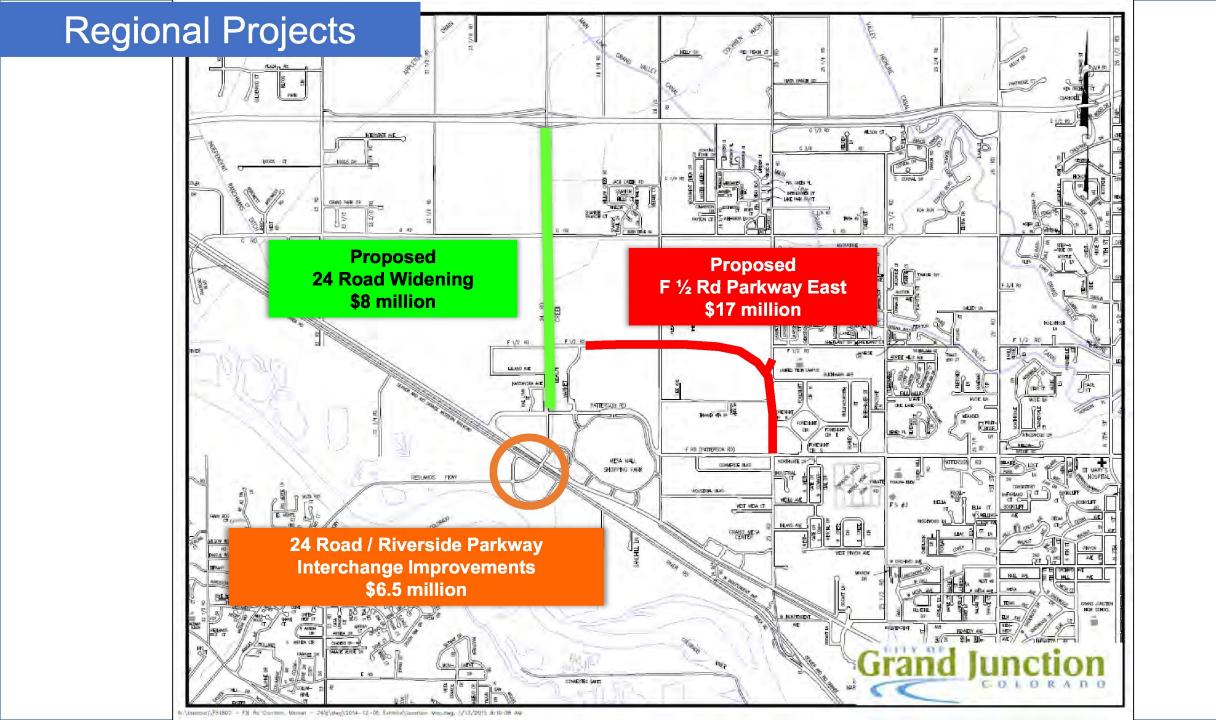
- No New Taxes
- Series of projects to improve network capacity
- \$70 million debt authorization
- Utilize TABOR excess and funds currently allocated to service the Riverside Parkway to service the debt
- Ballot question was approved by voters November 2019
- Construction could start late 2020

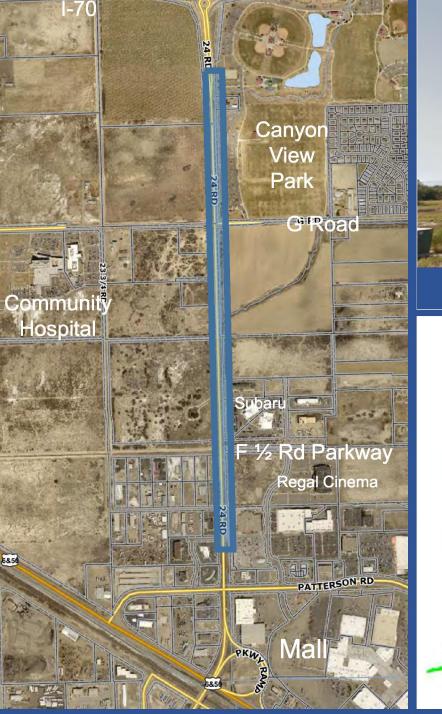


2019 Ballot Initiative - Transportation

Road	Limits	Amount
24 Road	Patterson to I-70	\$8,000,000
F 1/2 Road Parkway	Market to Patterson	\$17,000,000
Riverside Pkwy / Redlands Pkwy Ramps Interchange Improvements and 24 Road Trail	Intersection + Riverfront to Canyon View Park Trail	\$6,500,000
Horizon Drive at G Road-27 1/2 Rd	Intersection	\$4,000,000
Patterson Capacity Improvements	5 intersections	\$1,000,000
24 1/2 Rd*	Patterson to G 1/4 Rd	\$6,000,000
G Road	23 1/2 to 24 1/2 Rd	\$4,200,000
26 1/2 Road* + I-70 Ped Bridge	Horizon Dr to Summerhill Way	\$13,100,000
F 1/2 Road*	30 Rd to 30 3/4 Rd	\$3,500,000
D 1/2 Road*	29 Rd to 30 Rd	\$3,500,000
B 1/2 Road*	29 Rd to 29 3/4 Rd	\$3,200,000
*Safe Routes to School benefits	Total	\$70,000,000

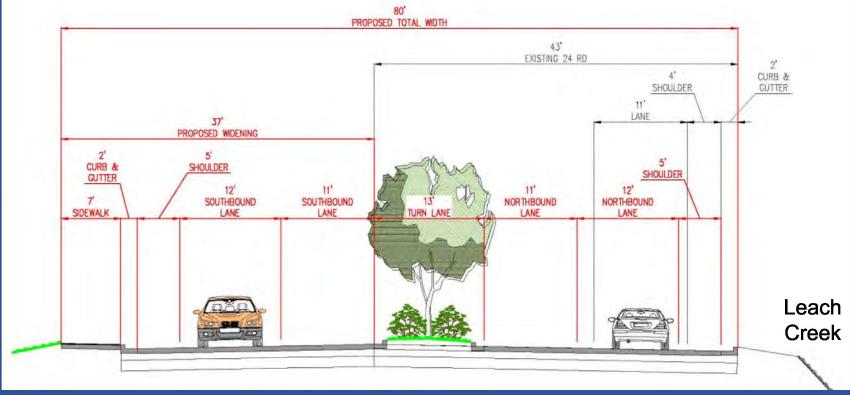








24 Rd Looking North at F 1/2 Road



PROPOSED PHASE II (FUTURE) SECTION OF F ? ROAD PARKWAY (NORTHSIDE) 24 ROAD THROUGH 25 ROAD PROPOSED PHASE I SECTION OF F 1 ROAD PARKWAY (SOUTHSIDE) 24 ROAD THROUGH 25 ROAD FUTURE 1,5' CURB FUTURE AND 13.5' GUTTER LANDSCAPE MEDIAN FUTURE 13.5 LANDSCAPE MEDIAN FUTURE 38' ASPHALT 2.5" HOW TO KOW F 1/2 Road Parkway **Cross Section**

F ½ Road Parkway \$17 million

Alandproj\F61802 - FM Rd Corridor, Market - 24%\dwg\2014-12-05 Exhibits\F5 and 24 Rd SECTIONS.dwg, 12/9/2014 4:07-36 PM

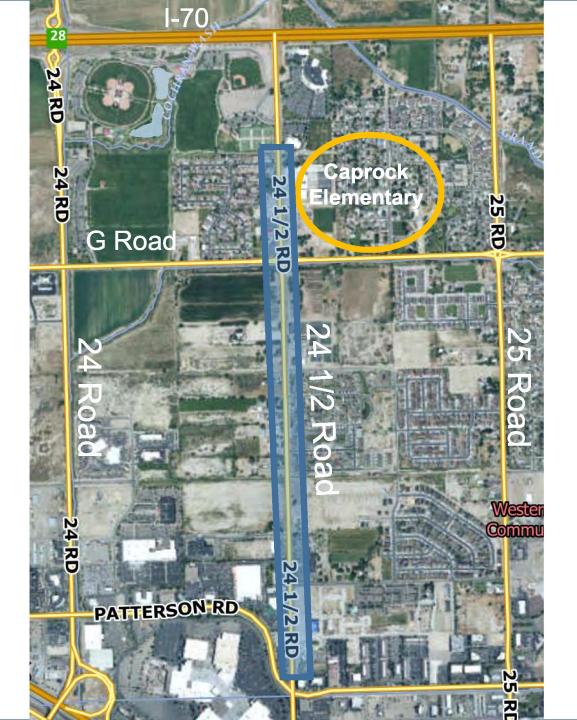


Riverside Pkwy at Redlands Pkwy Interchange

24 Road Bike Path

Connects Riverfront to Mall and Canyon View Park

\$6.5 million



24 ½ Rd Patterson to G ¼ Rd

\$6.0 million

Safe Routes to School



26 ½ Rd Horizon Dr to Summerhill Way

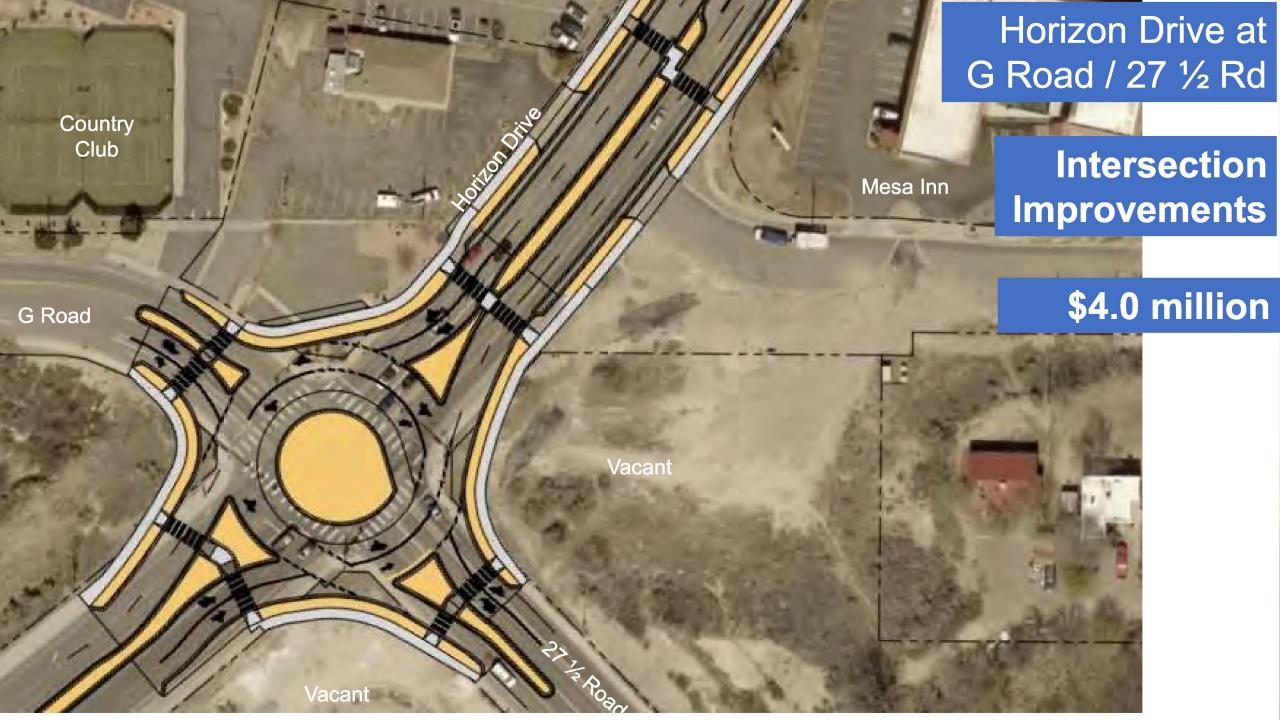
\$13.1 million

Safe Routes to School



Horizon Drive Business Improvement District Corridor Plan G Road to I-70









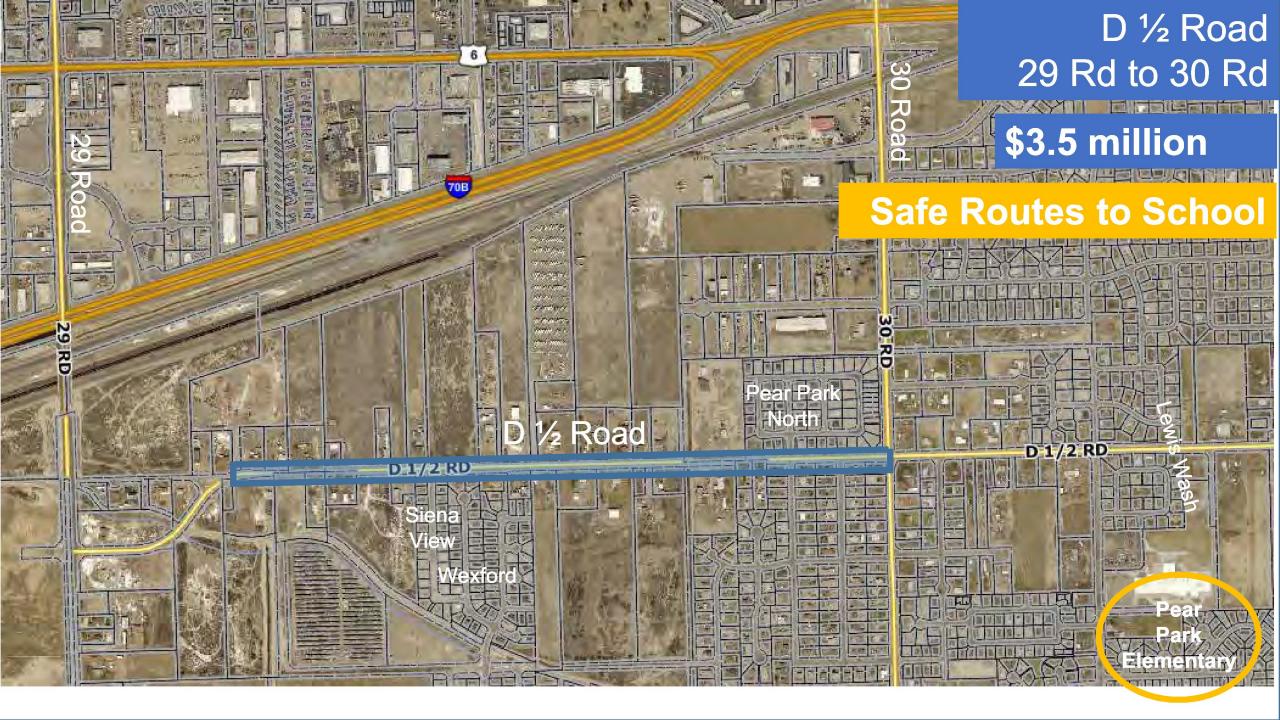
Patterson Rd Intersection Improvements

\$1.0 million















B ½ Road from 29 Rd to 29 ¾ Rd







Project	Tota	l Project Cost	2020	2021	2022	2023	2024	2025
24 Road - Patterson to I-70	\$	8,000,000	\$ 500,000	\$ 7,500,000	\$	\$ =	\$, = 1	\$ -
24 and G Road Intersection	\$	2,950,000	\$ 200,000	\$ 2,650,000	\$ 1:50	\$ -	\$ - 1	\$ -
G Road - 23 1/2 Rd to 24 1/2 Rd	\$	4,200,000	\$ 250,000	\$ 3,950,000	\$ 14	\$ -	\$ -1	\$ -
Riverside Pkwy / Redlands Pkwy Ramps Interchange Improvements and 24 Road Trail to Canyon View Park	\$	6,500,000	\$ 200,000	\$ 2,800,000	\$ 3,500,000	\$ e.	\$ 1-1	\$ -
F 1/2 Road Parkway - 24 Road to Patterson	\$	17,000,000	\$ 250,000	\$ 2,000,000	\$ 14,750,000	\$ -	\$ -	\$ -
Horizon Drive at G Road-27 1/2 Rd Intersection	\$	4,000,000	\$ -	\$ 250,000	\$ 3,750,000	\$ -	\$ - 1	\$ -
Patterson Capacity Improvements	\$	1,000,000	\$ 100,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 300,000	\$ -
24 1/2 Rd - Patterson to G 1/4 Road	\$	6,000,000	\$ E	\$ 250,000	\$ 500,000	\$ 5,250,000	\$: 4	\$ -
26 1/2 Road + I-70 Ped Bridge - Horizon Dr to Summerhill Way	\$	13,100,000	\$ -	\$ 100,000	\$ 1,000,000	\$ 2,000,000	\$ 5,000,000	\$ 5,000,000
G Road @ 26 1/2 Rd Intersection	\$	1,500,000	\$ =	\$ 100,000	\$ 1,400,000	\$ -	\$ -1	\$ ~
G Road @ 26 Rd Intersection	\$	2,013,000	\$ -	\$ -	\$ 70,000	\$ 320,000	\$ 1,623,000	\$ -
F 1/2 Road - 30 Rd to 30 3/4 Rd	\$	3,500,000	\$ 100,000	\$ 500,000	\$ 2,900,000	\$ -	\$ _	\$ -
D 1/2 Road - 29 Rd to 30 Rd	\$	3,500,000	\$ F	\$ 100,000	\$ 500,000	\$ 2,900,000	\$ =1	\$ =
B 1/2 Road - 29 Rd to 29 3/4 Rd	\$	3,200,000	\$ =	\$ 받	\$ 100,000	\$ 300,000	\$ 2,900,000	\$ -
Total	\$	76,463,000	\$ 1,600,000	\$ 20,400,000	\$ 28,670,000	\$ 10,970,000	\$ 9,823,000	\$ 5,000,000



Questions

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-4739-20-DH Contract for Professional Geotechnical Engineering Services

Offeror must submit entire Form completed, dated and signed.

The Owner reserves the right to accept any portion of	f the services to be performed at its discretion				
The undersigned has thoroughly examined the entire Reque and schedule of fees and services attached hereto.	est for Proposals and therefore submits the proposal				
This offer is firm and irrevocable for sixty (60) days after the	e time and date set for receipt of proposals.				
The undersigned Offeror agrees to provide services and procontained in this Request for Proposal and as described in by the Owner.					
Prices in the proposal have not knowingly been disclosed w	vith another provider and will not be prior to award.				
 Prices in this proposal have been arrived at inde agreement for the purpose of restricting competition. No attempt has been made nor will be to induce an purpose of restricting competition. The individual signing this proposal certifies they are the offeror and is legally responsible for the offer viprovided. Direct purchases by the City of Grand Junction are exempt No. 98-903544. The undersigned certifies be added to the above quoted prices. City of Grand Junction payment terms shall be Net Prompt payment discount of n/a percent of the paid within n/a days after the receipt or 	ny other person or firm to submit a proposal for the e a legal agent of the offeror, authorized to represent with regard to supporting documentation and prices tax exempt from Colorado Sales or Use Tax. Tax that no Federal, State, County or Municipal tax will 30 days. e net dollar will be offered to the Owner if the invoice				
RECEIPT OF ADDENDA: the undersigned Contractor ac Specifications, and other Contract Documents. State number					
It is the responsibility of the Proposer to ensure all Addenda	a have been received and acknowledged.				
Huddleston-Berry Engineering & Testing, LLC	Michael A. Berry				
Company Name – (Typed or Printed)	Authorized Agent – (Typed or Printed)				
Michael Berry	970-255-8005				
Authorized Agent Signature	Phone Number				
2789 Riverside Parkway	mberry@huddlestonberry.com				
Address of Offeror	E-mail Address of Agent				
Grand Junction, CO 81501	01/14/20				
City, State, and Zip Code	Date				



2789 Riverside Parkway Grand Junction, Colorado 81501 Phone: 970-255-8005 Info@huddlestonberry.com

January 14, 2020

City of Grand Junction 250 North 5th Street Grand Junction, Colorado 81501

Attention: Mr. Duane Hoff Jr.

Subject: RFP-4739-20-DH

Contract for Professional Geotechnical Engineering Services

Dear Mr. Hoff,

This letter was prepared in response to RFP-4453-18-DH. Huddleston-Berry Engineering and Testing, LLC (HBET) is pleased to express our interest in providing geotechnical engineering services for the City of Grand Junction (City). Our response to the RFP is attached.

The primary point of contact and authorized representative with Huddleston-Berry Engineering and Testing, LLC is Michael A. Berry, P.E (mberry@huddlestonberry.com). However, Jason D. Collard (<a href="joint:joint-information-informati

Huddleston-Berry Engineering and Testing, LLC has endeavored to be the preferred provider of geotechnical engineering, construction materials testing, and special inspection services in Grand Junction and the surrounding communities. Huddleston-Berry has worked extensively with the City of Grand Junction providing geotechnical engineering and construction materials testing services since our inception in 2005. In fact, HBET has been the provider of geotechnical engineering and materials testing services to the City of Grand Junction for the past two years. Although we encountered some administrative issues with billing during that time, we believe that those have been resolved. There is always room for improvement and we pride ourselves on always working to provide better service to our clients. In fact, we have recently made some substantial changes to our operations that will allow us to provide even better service to the City of Grand Junction. These are highlighted in the following submittal.

Huddleston-Berry Engineering and Testing, LLC has a substantial history working with the City of Grand Junction on their projects and we hope to continue to be able to contribute to the growth and prosperity of Western Colorado. Thank you for the opportunity to submit our response to the RFP and please contact us if you have any questions or comments regarding the contents of the attached documents.

Respectfully Submitted:

Huddleston-Berry Engineering and Testing, LLC

Michael A. Berry, P.E.

Vice President of Engineering



FORMAL RESPONSE

RFP-4739-20-DH Contract for Professional Geotechnical Engineering Services

Prepared For:

City of Grand Junction 250 N. 5th Street Grand Junction, Colorado 81501

Attention: Mr. Duane Hoff Jr.

January 14, 2020

Huddleston-Berry Engineering and Testing, LLC 2789 Riverside Parkway Grand Junction, Colorado 81501



B. QUALIFICATIONS/EXPERIENCE/CREDENTIALS

B.1 COMPANY PROFILE

Huddleston-Berry Engineering and Testing, LLC (HBET) was formed at the urging and with the encouragement of clients and local community development leaders. The service level demonstrated by the HBET key personnel is quickly becoming the new industry standard, and HBET was formed to provide this new standard level of service on a consistent, reliable basis. HBET takes pride in having developed an infrastructure that accommodates both the individual or small developer/builder needs, and the complex project management and support requirements of large construction and development projects. Through careful development of this infrastructure and the right combination of technical expertise and a comprehensive understanding of the industry needs, HBET is able to offer this premium level of service without charging a premium—keeping rates and project costs competitive.

Huddleston-Berry Engineering and Testing, LLC is a limited liability company formed in the State of Colorado to provide geotechnical engineering, construction materials testing, special inspection, and consulting services to developers, municipalities, contractors and individuals. The company is owned by Michael A. Berry, P.E. and Jason D. Collard.



Huddleston-Berry Engineering and Testing, LLC has the resources and depth of expertise to handle even the largest of projects. However, as the company has grown, HBET has strived to provide personalized, responsive service to all clients - large or small. In addition, Huddleston-Berry Engineering and Testing, LLC prides itself on being a positive force in Grand Junction and surrounding communities. HBET has donated field, laboratory, and managerial resources to several non-profit groups including Habitat for Humanity, Catholic Outreach, Housing Resources of Western Colorado, and Hospice and Palliative Care. Working with clients. rather than strictly for clients. Huddleston-Berry Engineering and Testing, LLC endeavors to provide project outcomes that meet the needs of the company, our clients, and the community as a whole.

Laboratory, field and administrative operations are all based in the same main facility located in Grand Junction, Colorado. Temporary job-site facilities are managed by the primary facility, and are held to all of the requirements of the company quality system.



B.2 PROJECT TEAM FOR F.5-30.8 STRUCTURE PROJECT

This section includes the resumes and biographical sketches of the specific key personnel who will be providing services for the City of Grand Junction projects.

B.2.1 Member Owner / Engineering Manager

Michael A. Berry, P.E.; Vice President of Engineering

Education/Certifications:

- Bachelors of Science (Geological Engineering) Colorado School of Mines, 1996
- Master of Science (Civil Engineering) Drexel University, 2004
- Master of Science (Engineering Management) Drexel University, 2004
- P.E. Colorado No. 39010
- P.E. Utah No. 5911977-2202
- 40-Hour OSHA Hazardous Waste Operations and Emergency Response 29CFR1910(e), 1996
- 8-Hour OSHA Hazardous Waste Operations and Emergency Response Supervisor, 1999
- Radiation Safety Certification Nuclear Testing Services

Professional History:

- Huddleston-Berry Engineering and Testing, LLC; VP Engineering Services/Senior Engineer, (2005-Present)
- Western Colorado Testing, Inc.; Principal Geotechnical Engineer (2004-2005)
- Gannet-Fleming, Inc.; Project Engineer (1998-2004)
- Berkshire Environmental, Inc.; Staff Engineer (1996-1998)

Professional Biography:

Mr. Berry has over twenty-three years as a geotechnical engineer responsible for geological and geotechnical projects. Mike has performed various calculations and computerized analyses for shallow and deep foundations, retaining walls, bridge substructures, pavements, slopes, landfills, infiltration structures, utilities, and water supply facilities. Responsibilities include scoping, contracting, coordinating, and directing subsurface investigations, geologic hazards investigations, geotechnical instrument installation, and geophysical investigations. He has been responsible for conducting Phase I, Phase II, and Phase III environmental site assessments, waste characterization, and remedial design. Other responsibilities include conducting groundwater studies for geotechnical and environmental purposes. Mike has managed subsurface investigations, instrument installation, and geophysical investigations and has supervised and directed operations of geophysical, drilling, excavating, and grouting contractors. Mike has written many detailed geotechnical, geological, hydrologic, and environmental reports and specifications.



B.2.2 Member Owner / Laboratory Manager

Jason D. Collard; Vice President of Construction Services

Education/Certifications:

- ICC Combination Building Inspector
- ICC Special Inspector, Structural Masonry
- ICC
 — Certified Member since 2001
- NICET Level III Construction Materials Testing Soils, E.T.
- NICET Level III Construction Materials Testing Asphalt, E.T.
- NICET Level III Construction Materials Testing Concrete, E.T.
- Radiation Safety Certification
- ACI Field Grade I Certification
- Hazardous Waste Operations and Emergency Response HAZMAT
- 40 Hour OSHA Safety
- 8 Hour Supervisor Training

Professional History:

- Huddleston-Berry Engineering and Testing, LLC; VP of Construction Services/Special Inspector (2007-present)
- Western Colorado Testing, Inc.; Project Manager/Special Inspector (2005-2006)
- AMEC, Western Technologies, F.M. Fox & Associates; (1987-2005)

Professional Biography:

Mr. Collard has over thirty years of experience in testing and supervising the testing of soils, concrete, asphalt, masonry, and other various special inspections. He is also experienced in the laboratory with the testing of soils, asphalt, and concrete. In his eighteen years at the large engineering firm AMEC, Mr. Collard worked up from an entry level engineering technician to becoming a senior special inspector and project manager where he managed multiple engineering technicians and special inspectors on several large-scale projects.

With Huddleston-Berry Engineering and Testing, Mr. Collard has been able to apply his extensive experience to projects ranging from single-family residences to multi-story structures. In addition to his administrative responsibilities as a business owner, Mr. Collard manages the entire testing and inspection staff at Huddleston-Berry. The depth and breadth of his testing and inspection experience is unmatched in Western Colorado.



B.2.3 Project Manager / Special Inspector

Jesse A. Lueras: Project Manager, Special Inspector and Radiation Safety Officer

Education/Certifications:

- International Code Counsel Spray Applied Fire-Resistant Materials
- ACI Field Grade I Certification
- AS in Structural and Architectural Design, 2000
- Radiation Safety Officer (RSO), 2007 Present
- Radiation Safety Certification, 2007 Present

Professional History:

- Huddleston-Berry Engineering and Testing, LLC; Project Manager (2007-present)
- Science Applications International Corporation, (2003–2007)
- Save More Resources, (2001–2003)
- Peak Telecom Group, (2000–2002)
- Mid Coast Builders; Framer/Framing Inspector (1997-1998)

Professional Biography:

Mr. Lueras has program management experience in Cement and Concrete Reference Laboratory (CCRL) and The AASHTO Materials Reference Laboratory (AMRL) including HBET's code and standard protocol compliance with these programs. He also manages the Nuclear Regulatory Commission (NRC), State and Federal Regulations as the Radiation Safety Officer for HBET's code and regulatory protocol compliance. He works as the Project Manager for laboratory and the field construction materials testing on soils, concrete, and asphalt for residential, commercial and municipal projects. He is also experienced in Special Inspections for reinforcing steel, concrete, masonry, wood framing, sprayed fire-resistant materials, intumescent fire-resistive materials, helical piers, drilled piles, screw piles, micro piles and caisson foundation installations for commercial projects, multi-story structures and other deep foundation installations. He has work experience as a framer and framing inspector out of Southern California working for Mid Coast Builders.

At Huddleston-Berry Engineering and Testing, LLC he performed various lab and field testing, special inspections and maintenance of lab certification and accreditations. He has performed structural and non-structural concrete, reinforcing bar, masonry, wood framing, and fire proofing special inspections where applicable on various projects, but not limited to the Avalon Theater, Mesa County Work Force Center, Grand Junction Public Safety Facilities, St. Mary's Hospital, Marriott Spring Hill Suites, Value Place Hotel, Hobby Lobby, Sprouts, Grand River Mosquito Control, Catholic Outreach, St. Martin's, St. Joseph's Church, First Presbyterian Church, Lower Valley Fire Department, Grand Junction Readiness Center and various structures at Colorado Mesa University (CMU).



B.2.4 Senior Technician / Special Inspector

Brian Rabe; Senior Engineering Technician/Special Inspector

Certifications:

- NICET Level III Construction Materials Testing Soils
- NICET Level III Construction Materials Testing Concrete
- NICET Level III Construction Materials Testing Asphalt
- PTI Unbonded Level 1 & 2 Inspector
- ICC Reinforced Concrete Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Spray-Applied Fireproofing Special Inspector
- ACI Field Grade 1 Certification
- ACI Strength Testing Certification
- CAPA Level A, B and C
- Humboldt Permeability and Triaxial Shear
- Radiation Safety Certification
- OSHA 10 Hour safety training

Professional History:

- Huddleston-Berry Engineering and Testing, LLC; (2010-Present)
- Capstone Enterprises West; Construction Services Manager (2006-2010)
- Western Colorado Testing; Senior Engineering Technician (2001-2006)
- Terracon; Engineering Technician (2000-2001)

Professional Biography:

At Western Colorado Testing Mr. Rabe performed and supervised materials testing for various local and remote CDOT, FAA and FHWA projects. He performed special inspections (Reinforced concrete, Masonry, Fire Proofing, deep soil foundations and shallow soil foundations) on various projects including the St. Mary's Parking Structure, Fidelity Mortgage, and the Pyramid Building.

At Capstone Enterprises he managed the construction services department. Other duties included geotechnical lab field and design work, special inspections, and construction services testing. He performed special inspections on various projects including Golds Gym and Victory Church. Developed in house procedures for lab testing and acted as a consultant for other firms to train their employees.

At Huddleston-Berry Engineering and Testing, LLC he performed various lab and field testing, special inspections and maintenance of lab certification. He performed special inspections on various projects including but not limited to the Grand Valley Power Building, American Furniture Warehouse, Marriott Spring Hill Suites, Grand Junction Readiness Center and various structures at Colorado Mesa University (CMU), and Veteran's Affairs Parking Structure.



B.2.5 Senior Technician / Special Inspector

Clark Rosencrans; Senior Engineering Technician/Special Inspector

Certifications:

- PTI Unbonded Level 1 & 2 Inspector
- ICC Reinforced Concrete Special Inspector
- ICC Structural Steel and Bolting Special Inspector
- ICC Commercial Building Inspector
- ICC Structural Masonry Special Inspector
- ICC Spray-Applied Fireproofing Special Inspector
- ACI Field Grade 1 Certification
- ACI Strength Testing Certification
- WAQTC
- Radiation Safety Certification

Professional History:

- Huddleston-Berry Engineering and Testing; (2018-Present)
- City of Anchorage AK, Code Inspector/Officer; (2016-2018)
- R&M Consultants, Senior Special Inspector; (2012-2016)
- Ground Engineering, Senior Special Inspector/Technician; (2009-2012)
- Huddleston-Berry Engineering and Testing, Inspector/Technician; (2006-2009)
- Western Colorado Testing, Engineering Technician; (2005-2006)

Professional Biography:

At Western Colorado Testing, Mr. Rosencrans started his career as an entry-level engineering technician. After taking a position at Huddleston-Berry, Mr. Rosencrans obtained International Code Council (ICC) certification and managed the testing and special inspections for the St. Mary's Century Project. He continued his testing/inspection career in Colorado with Ground Engineering before moving to Alaska to become a special inspector and project manager for R&M Consultants.

While in Alaska, Mr. Rosencrans managed testing and inspection services for civil projects for the State of Alaska. He worked on numerous large projects such as highway bridges and airports. Subsequent to his private sector work, Mr. Rosencrans was employed by the City of Anchorage as a structure inspector and code officer. He was responsible for inspecting new and existing structures for building code compliance and life safety. He reviewed special inspection reports from third-party inspectors. In addition, he enforced the municipal codes and issued citations for violations.

In late 2018, Mr. Rosencrans moved back to Colorado to accept a position with Huddleston-Berry. He provides special inspection services and reviews testing and inspection reports of other technicians/inspectors at HBET.



B.2.6 Field, Engineering, and Laboratory Technicians

In addition to the above key personnel, HBET's staff includes nine field technicians, field engineers, and laboratory technicians. These individuals are responsible for the bulk of geotechnical and/or materials field and/or laboratory testing. Our field technicians and engineers are experienced in geotechnical drilling and sampling, soil density testing using nuclear methods and sand cone methods, concrete sampling and testing, asphalt sampling and testing, masonry sampling and inspection, wood-framing inspection, reinforced concrete inspection, and other geotechnical and/or materials testing and special inspections. Our laboratory technicians are experienced in the whole range of soil mechanics testing, concrete testing, masonry testing, asphalt testing, and aggregates testing.

Some of the certifications of our current field and laboratory personnel include:

- NICET Highway Construction Level I
- NICET Asphalt Level II and III
- NICET Soils Level II and III
- NICET Concrete Level II and III
- CAPA A, B, and C
- ACI Lab Technician
- ACI Field Technician
- ICC Reinforced Concrete Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Building Special Inspector
- ICC Spray Applied Fireproofing Special Inspector
- ICC Structural Steel and High Strength Bolting Special Inspector
- PTI Level 1 and 2 Unbonded Post Tensioning Inspector

Overall, HBET has the largest staff in the Grand Valley. In fact, HBET has the largest staff west of Glenwood Springs. In addition, ALL of our technicians/inspectors have at least three years of experience and most of our personnel have over ten years of experience. In addition, our staff is willing and able to work non-standard shifts such as nights and weekends if project requirements necessitate it.

While our competitors may be able to handle testing/inspections on one or possibly two concurrent projects for the City of Grand Junction, HBET has the depth and breadth of staff to handle MULTIPLE concurrent projects for the City. In addition, our local staff means that we don't need to bill a "trip charge" for work in the Grand Valley.



B.3 LABORATORY SERVICES

Huddleston-Berry Engineering and Testing, LLC has a full service testing laboratory accredited with CCRL and AMRL with the capability of conducting soil mechanics testing, concrete properties testing, masonry properties testing, and asphalt properties testing. In the last year, HBET moved to our new building with a laboratory five times larger than our previous facility. At our new facility, we added a third compression machine, second gyratory compactor, and second asphalt burnoff oven in addition to other smaller testing equipment. In fact, HBET's facility is the only lab in the Grand Valley that has a gyratory Pine compactor in compliance with City and State specifications. This allows us to provide asphalt testing results faster than any of our competitors.

Our laboratory can conduct compressive strength testing on everything from small grout cylinders to fully grouted CMU blocks. In addition, concrete, masonry, grout, etc. samples are stored/cured in our climate controlled moisture room providing storage for hundreds of samples. HBET's asphalt testing equipment includes two gyratory compactors and we can determine asphalt content using either our chemical extraction apparatus or burn-off ovens. In addition to basic soil mechanics testing equipment, HBET's laboratory includes twelve swell/consolidation apparatus, hydrometer equipment, a dedicated CBR/unconfined compression load frame, and direct shear apparatus. Overall, Huddleston-Berry Engineering and Testing's laboratory facilities rival those of companies twice our size.





B.4 RELEVANT EXPERIENCE

The staff at Huddleston-Berry Engineering and Testing, LLC has a wide range of expertise and experience in geotechnical investigations, geotechnical engineering, geotechnical support, construction materials testing, and special inspections. Specifically, *HBET has demonstrated our capabilities to meet the City of Grand Junction's geotechnical requirements over the last two years as the formally contracted provider of geotechnical engineering services*. However, our working relationship with the City of Grand Junction extends back to the beginning of Huddleston-Berry Engineering & Testing. Following is a brief compilation of relevant project experience demonstrating our capability to handle all of the required geotechnical engineering services for the City of Grand Junction.

B.4.1 Recent City of Grand Junction Experience

7th Street Reconstruction (2018-2019)

HBET conducted a geotechnical investigation for the reconstruction of 7th Street in Grand Junction and provided construction materials testing during the construction.

Las Colonias Business Park (2018-2019)

HBET conducted a geotechnical investigation and developed foundation and pavement recommendations for the new Las Colonias Business Park in Grand Junction. In addition, HBET provided construction materials testing during the infrastructure construction.

City Overlays (2018-2019)

HBET provided construction materials testing services for all of the City of Grand Junction overlay projects in 2018 and 2019.

City Water and Sewer (2018-2019)

HBET provided construction materials testing services for all of the City of Grand Junction water line and sewer line projects in 2018 and 2019.

Kannah Creek Intake (2018-2019)

HBET conducted a geotechnical investigation and developed foundation and earthwork recommendations for the Kannah Creek Intake project. In addition, HBET provided construction materials testing during the construction.

Monument Road Trail (2018-2019)

HBET conducted a geotechnical investigation and developed foundation, pavement, and earthwork recommendations for the new Monument Road Trail. In addition, HBET provided construction materials testing during the construction.

Fire Station #6 (2019)

HBET conducted a geotechnical investigation and developed foundation, pavement, and earthwork recommendations for the new Fire Station #6.



B.4.2 Other Recent Relevant Experience

Fruita Elementary School (2019-Present) - Fruita, Colorado

HBET conducted a geotechnical investigation and developed foundation and pavement recommendations for the new Fruita Elementary School. In addition, HBET has provided geotechnical support during the design process to help develop solutions to difficult subsurface conditions encountered at the site. HBET is currently conducting special inspections and materials testing during construction.

New Dormitory (2019-Present) - Grand Junction, Colorado

HBET conducted a geotechnical investigation and developed foundation and pavement recommendations for a new multi-story dormitory building on the Colorado Mesa University campus. HBET is currently conducting special inspections and materials testing during construction.

Maverick Hotel (2018-Present) - Grand Junction, Colorado

HBET conducted a geotechnical investigation and developed foundation and pavement recommendations for the new Maverick Hotel on the Colorado Mesa University campus. HBET is currently conducting special inspections and materials testing during construction.

Mesa County Justice Center (2019-Present) - Grand Junction, Colorado

HBET conducted a geotechnical investigation and developed foundation and pavement recommendations for a large addition to the Mesa County Justice Center. HBET is providing geotechnical support during the design process to help develop solutions to accommodate difficult subsurface conditions at the site.

Timberline Bank (2018-Present) – Grand Junction, Colorado

HBET conducted a geotechnical investigation and developed foundation and pavement recommendations for a new multi-story Timberline Bank branch. HBET is currently conducting special inspections and materials testing during construction

Orchard Mesa Middle School (2018-2019) - Grand Junction, Colorado

HBET conducted a geotechnical investigation and developed foundation and pavement recommendations for the new Orchard Mesa Middle School. HBET conducted special inspections and materials testing during construction.

Colorado Canyons Hospital (2017-2019) – Fruita, Colorado

HBET conducted a geotechnical investigation and developed foundation and pavement recommendations for additions to Colorado Canyons Hospital. HBET conducted special inspections and materials testing during construction

Cardiovascular Center of Excellence and Hybrid OR (2016-2019) - Grand Junction, Colorado

HBET conducted a geotechnical investigation and developed foundation and pavement recommendations for large additions to St. Mary's Hospital. HBET conducted special inspections and materials testing during construction.



C. STRATEGY AND IMPLEMENTATION PLAN

Huddleston-Berry Engineering and Testing, LLC has a service-centered project approach. In order to provide a consistent high level of service HBET assigns a specific project manager to each project and maintains a core project team to maintain day-to-day continuity. HBET takes pride in the development of workload and project management structures that allow for rapid response to technical issues that arise during the project execution.

All work completed by HBET is conducted in accordance with the Huddleston-Berry Engineering and Testing Quality Systems Manual. With regard to typical geotechnical engineering services on a given project, several steps are necessary. The specific steps for each project can vary; however, HBET has defined the steps that are applicable to most projects. A brief description of each of the steps HBET proposes to utilize on this project is outlined below, with specific cost, schedule, and/or quality control measures for applicable steps indented.

- 1. Meet with client to review preliminary plans and discuss project specific needs.
 - a. Identify areas where scope can be modified to reduce costs and/or expedite schedule based upon experience with similar projects in site vicinity
- 2. Develop specific subsurface exploration plan
- 3. Schedule fieldwork
 - a. Evaluate special access needs and coordinate with client, owners, or occupants to limit potential for delays in the field due to access limitations
- 4. Conduct fieldwork
 - a. Organize boring order, sampling frequencies, etc. to minimize impact on owners, tenants, adjacent properties, etc. such that schedule is expedited, thereby reducing costs.
 - b. Evaluate boring data on an ongoing basis to ensure that boring depths, sampling frequency, etc. meet project requirements or to identify significant subsurface variations that may result in the need for additional investigation.
 - c. Relay information to client in a timely manner to provide the opportunity for changes (additions or deletions) to subsurface exploration plan
- 5. Assign laboratory testing
 - a. Evaluate consistency of subsurface conditions and reduce laboratory testing requirements where appropriate such that schedule is expedited and costs are reduced
- 6. Prepare geotechnical report
 - a. Peer review report to ensure accuracy of data and appropriateness of recommendations
 - b. Provide draft report to client for comment prior to preparation of final report.
- 7. Follow up
 - a. Evaluate preliminary designs for conformance with geotechnical report. Develop alternative recommendations where necessary to accommodate design.



With regard to typical materials testing services on a given project, several steps are also necessary. The specific steps for each project can vary; however, HBET has defined the steps that are applicable to most projects. A brief description of each of the steps HBET proposes to utilize on this project is outlined below, with specific cost, schedule, and/or quality control measures for applicable steps indented.

- 1. Meet with client to review plans and discuss project specific needs.
 - a. Identify areas where scope can be modified to reduce costs and/or expedite schedule based upon experience with similar projects in site vicinity
- 2. Develop materials testing plan
 - a. Evaluate required testing frequencies. Ensure that additional costs are not incurred due to unnecessary testing.
- 3. Complete testing
 - a. Coordinate closely with the contractor to complete multiple tests/inspections on a given trip to minimize overall project costs
 - b. Provide preliminary test reports to contractor and/or owner's representative.
 - c. Where test failures are encountered, develop a plan with the contractor to mitigate and reschedule testing while onsite.
- 4. Prepare testing reports
 - a. Peer review reports to ensure accuracy of data.
 - b. Ensure all testing frequencies have been met and that all failures have been corrected.

As part of our ongoing commitment to improving our services for the benefit of our clients, HBET is in the process of moving our construction materials testing and special inspections data processing to a fully integrated computer database system. The new system will permit our scheduling staff to update technician/inspector schedules on-the-fly. Technicians/inspectors will receive notifications on their mobile devices in real time and all of the testing/inspection reporting will be completed IN THE FIELD on their mobile devices. Once the technicians/inspectors submit their reports FROM THE FIELD, the project manager will be immediately notified that the field reports are available to be reviewed. Once the new system is fully operational in the spring of 2020, HBET will be able to provide field testing and inspection reports for most projects within 24-hours.



D. REFERENCES

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E. FEE PROPOSAL

The following rates will be used for City of Grand Junction projects for the 2020 calendar year. However, individual proposals will be developed for each project.

PERSONNEL

Technician I	(soils, non-structural concrete, & sample preparation)	\$ 55.00
Technician II	(asphalt, coring & sample preparation)	\$ 55.00
Inspector I	(structural concrete, reinforcing, masonry, piers, & piles)	\$ 90.00
Inspector II	(structural steel, wood framing & fire proofing)	\$ 105.00
Certified Building Inspector		\$ 130.00
Laboratory Supervisor		\$ 130.00
Staff Geologist/Engineer		\$ 105.00
Project Manager		\$ 140.00
Senior Manager/Engineer		\$ 185.00
Overtime	(Over 8 Hours per day, Nights, & Weekends)	1.5 x Rate
Overtime	(Holidays)	2 x Rate

^{**}Hourly rates include nuclear gauge or other typical field equipment and are charged portal to portal. A 24-hour to 48-hour notice is requested for scheduling of field services. Minimum 2 hour trip charge per day for field engineer, inspector or technician may be applied**

LABORATORY TESTING

SOILS			COMPRESSIVE STRENGTH	
Classification (Atterberg limits/Sieve)	\$	140.00	fc, Cylinders (bonded caps)	\$ 28.00
*Split Sieve with Oversize Particles	\$	70.00	fc, Cylinders (unbonded caps)	\$ 25.00
Hydrometer	\$	70.00	fc, Drilled Cores	\$ 45.00
Swell/Consolidation	\$	75.00	fc, Grout	\$ 28.00
Soluble Sulfates	\$	25.00	fc, Mortar	\$ 22.00
Standard Proctor (ASTM D698 or AASHTO T99)	\$	125.00	fc, CMU (ungrouted)	\$ 90.00
Modified Proctor (ASTM D1557 or AASHTO T180)	\$	145.00	fc, CMU (grouted)	\$ 115.00
California Bearing Ratio (CBR)	\$	250.00	Block Unit Weight and Absorption	\$ 35.00
			Flexural Strength of Beams	\$ 90.00
ASPHALT			Shotcrete (Coring in Field)	\$ 430.00
Maximum Theoretical Specific Gravity	\$	70.00	Shotcrete (Coring in Lab)	\$ 280.00
Bulk Density	\$	175.00		
Marshall Flow and Stability	\$	25.00	FIREPROOFING	
Vacuum Extraction/Ignition AC	\$	100.00	Density	\$ 75.00
Gradation of Extracted Aggregate	\$	75.00	Bond Test	\$ 75.00
Drilled Cores	\$	65.00		
			Additional testing services	
Sub-consultant Services/Special Testing	Co	st +20%	available upon request.	
Out of town living expenses, commercial travel				
costs, equipment rental, freight, etc	Co	st +20%		

DIRECT COSTS

HBET Trip Charge	(Grand Valley)	WAIVED
HBET Trip Charge	(Outside Grand Valley @ per mile)	\$ 0.85
Drill Rig Mobilization (Truck Rig)	(per mile)	\$3.00
Drill Rig Mobilization (Track Rig)	(per mile)	\$4.00
Soil Boring (Truck Rig)	(per hour)	\$200.00
Soil Boring (Track Rig)	(per hour)	\$225.00
Rock Coring	(per foot – in addition to soil boring hourly rate)	\$7.50
Air Compressor	(per day – for rock coring)	\$150.00
Other Direct Costs		Cost + 10%



F. LEGAL PROCEEDINGS/LAWSUITS

The legal proceedings/lawsuits that HBET has been involved in over the last three years are summarized below.

Commercial Project - Parachute, Colorado

HBET conducted a geotechnical investigation for the property and developed foundation recommendations for the project. In addition, HBET conducted materials testing and special inspections during construction. The geotechnical report prepared by Huddleston-Berry fully disclosed the risk of structural movement associated with the collapsible soils at the site. In addition, the report outlined specific recommendations for mitigating the risk. Unfortunately, the contractor ignored many of the recommendations in the report. As a result, HBET does not believe that any of the alleged defects are the result of negligence on the part of HBET. The case is currently ongoing.

Commercial Project - Grand Junction, Colorado

HBET conducted a geotechnical investigation for the property and developed foundation and pavement recommendations for the project. In addition, HBET conducted materials testing and special inspections during construction. Unfortunately, the owner has claimed that there are defects in the construction. The structure is supported by piles and HBET does not believe that any foundation movements have occurred. In general, HBET does not believe that any of the alleged defects are the result of negligence on the part of HBET. However, as an alternative to incurring large expenses to take the case to trial, the case was settled out of court.

Residential Subdivision - Grand Junction, Colorado

HBET conducted a final geotechnical investigation for the subdivision and developed foundation recommendations for single-family residences. The geotechnical reports prepared by Huddleston-Berry fully disclosed the risk of structural movement associated with the collapsible soils and expansive bedrock at the site. In addition, the reports outlined specific recommendations for mitigating the risk. Unfortunately, the developer/builder ignored many of the recommendations in the reports. As a result, HBET does not believe that any of the alleged defects are the result of negligence on the part of HBET. The case is currently ongoing.