

CONTRACT RENEWAL

#5339-23-KF

Date: November 14, 2023

Firm: River City Consultants, Inc.

Description: 1st Year Contract Renewal for Professional Civil Engineering Services for Water and Wastewater Pipeline Replacement Projects

Congratulations, River City Consultants, Inc. has been awarded the 1st year (of three) renewal options for contract #5339-23-KF, 1st Year Contract Renewal for Professional Civil Engineering Services for Water and Wastewater Pipeline Replacement Projects.

River City Consultants, Inc. shall provide to the City of Grand Junction the services set forth in the original Contract Documents dated November 17, 2022, for Solicitation RFP-5112-22-KH, Contract for Professional Civil Engineering Services for Water and Wastewater Pipeline Replacement Projects on an as-needed basis, with River City Consultants, Inc. recognized as the **Secondary** awarded firm.

This renewal shall strictly adhere to the original contract's terms, conditions, and fee schedule. The dates of service are set from November 17, 2023, through November 17, 2024, contingent upon the City Council's appropriation of funds.

Please provide the current ACORD Insurance Certificate to the Purchasing Division.

CITY OF GRAND JUNCTION, COLORADO

—Docusigned by: Duary Hoff Jr.

Duane Hoff, Jr., Contract Administrator

ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Firm:	River City Consultants, Inc.	
By:	Docusigned by: Ivan Gur	
Name:	Ivan Geer	igeer@rccwest.com
Title:	Secretary/Treasurer	
Date:	11/14/2023	

910 MAIN ST, GRAND JUNCTION, CO 81501 P [970] 244-1513 https://www.gjcity.org/



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this <u>17th</u> day of <u>November, 2022</u> by and between the <u>City of Grand Junction, 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>River City Consultants, Inc.</u> hereinafter in the Contract Documents referred to as the "Contractor."

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 <u>Professional</u> <u>Civil Engineering Services for Water and Wastewater Pipeline Replacement Projects</u> <u>RFP-5112-22-KH</u>

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

The Owner reserves the right to make multiple awards to proposers that are responsive and responsible to this solicitation process. The Owner shall utilize the **Primary (JVA, Inc.)** awarded proposal received whenever possible. However, through this method, should the Primary awarded proposer not be able to fulfill their contract at any given time, it shall allow the Owner to utilize the **Secondary (River City Consultants, Inc.)** awarded proposal to fulfill the Owner's needs. All proposers understand and agree that they shall hold their pricing got the entire contract period.:

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, 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, drawings, 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, drawings, 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; Professional Civil Engineering Services for Water and Wastewater Pipeline Replacement Projects RFP-5112-22-KH;
- c) Contractors Response to the Solicitation
- d) Services Change Requests (directing that changed Services be performed);
- e) Change Orders.

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 Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

<u>Contract Price and Payment Procedures:</u> The Contractor 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 are as stated in the Contractor's submitted Fee Proposal. 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 Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

ARTICLE 5

<u>Contract Binding:</u> The Owner and the Contractor 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 Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor 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 Contractor 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 Contractor has signed this Contract the day and the year first mentioned herein.

City of Grand Junction, Colorado

By: Duane Hoff Jr., Contract Administrator Date 11/17/2022

River City Consultants, Inc.

11/17/2022

Date

Ivan Geer

By:

Secretary/Treasurer

DocuSigned by:

Ivan Ger



Request for Proposal RFP-5112-22-KH

Professional Civil Engineering Services for Water and Wastewater Pipeline Replacement Projects

RESPONSES DUE: October 4, 2022 prior to 2:00 P.M.

Accepting Electronic Responses Only Submitted Through the Rocky <u>Mountain E-Purchasing System (RMEPS)</u> <u>www.bidnetdirect.com/colorado</u>

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

NOTE: All City solicitation openings will continue to be held virtually. See Section 1.6 for details.

PURCHASING REPRESENTATIVE:

Kassy Hackett, Buyer kassyh@gjcity.org 970-244-1546

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

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

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:

Kassy Hackett, Buyer kassyh@gjcity.org

The City would like to remind all Firms, Sub-Firms, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all guestions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement and may result in disgualification.

- **1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide civil engineering services to the City of Grand Junction on an "as needed" basis for water and wastewater pipeline replacement projects.
- **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 <u>Purchasing Policy and Procedure Manual</u>.
- 1.6 Submission: <u>Please refer to section 5.0 for what is to be included</u>. <u>Each proposal shall</u> be submitted online in electronic format only through the Rocky Mountain E-<u>Purchasing (BidNet Colorado) website, www.bidnetdirect.com/colorado</u>. <u>The uploaded</u> <u>response shall be a single PDF document with all required information included</u>. <u>This</u> <u>site offers both "free" and "paying" registration options that allow for full access of the</u> <u>Owner's documents and for electronic submission of proposals</u>. (Note: "free" registration

<u>may take up to 24 hours to process. Please Plan accordingly.</u>) Please view our "**Electronic Vendor Registration Guide**" at <u>http://www.gjcity.org/501/Purchasing-Bids</u> 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 <u>MUST</u> contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

Solicitation Opening, Professional Civil Engineering Services for Water and Wastewater Pipeline Replacement Projects RFP-5112-22-KH Oct 4, 2022, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone. https://meet.goto.com/604217741

You can also dial in using your phone. Access Code: 604-217-741 United States: +1 (312) 757-3121 - One-touch: tel:+13127573121,,604217741#

Join from a video-conferencing room or system. Meeting ID: 604-217-741 Dial in or type: 67.217.95.2 or inroomlink.goto.com Or dial directly: 604217741@67.217.95.2 or 67.217.95.2##604217741

Get the app now and be ready when your first meeting starts: <u>https://meet.goto.com/install</u>

- **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. 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 <u>www.bidnetdirect.com/colorado</u> and on the City's website at <u>www.gjcity.org/501/Purchasing/Bids</u>. 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 virtually at the time and date noted on the Cover Page. Offerors, their representatives and interested persons may attend virtually. See Section 1.6 for details. 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 is to be performed and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, 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. Payment & Completion: The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of services performed and materials placed in accordance with the Contract Documents. The services and the level of competency presently maintained by other practicing professional firms in the same or similar

type of services in the applicable community. The services and services to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

- 2.6. Protection of Persons & Property: The Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. 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.
- **2.8. 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.
- 2.9. 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.
- 2.10. 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.
- **2.11. 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.

- **2.12. 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.
- **2.13. 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.
- **2.14. 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.
- **2.15. 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.
- **2.16.** Conflict of Interest: No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- **2.17. 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.
- **2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. 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.
- **2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
 - **2.20.1.** 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.

- **2.20.2.** 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.
- **2.20.3.** 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.
- **2.21.** 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 services 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).
- **2.22.** 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.
- **2.23.** 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.
- **2.24.** 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.
- **2.25.** 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.
- **2.26.** 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, sub-Firm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- **2.27. 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 Workers' Compensation, normally provided by the Owner for its employees.

- **2.28.** 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.
- **2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- **2.30. 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.
- **2.31. 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.
- **2.32. 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.
- **2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- **2.34.** 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.
- 2.35. 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.
- **2.36. 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.
- **2.37. 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.

- **2.38. 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.
- **2.39.** 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.
- **2.40. 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.
- **2.41. 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.
- **2.42. 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 under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.43. Definitions:

- **2.43.1.** "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.
- **2.43.2.** The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- **2.43.3.** "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 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.

- **2.43.4.** "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-Firm is referred to throughout the contract documents and means a Sub-Contractor or his authorized representative.
- 2.44. 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-Firm 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: Firm 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 paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by 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/Background: The City of Grand Junction desires to enter into an annual contract with a professional civil engineering firm to provide all related services as required, on an "as needed" basis for water and wastewater pipeline replacement projects. The Utilities Department's capital improvement program (CIP) includes annual rehabilitation and/or replacement of aging water transmission and distribution pipelines, sewer collection pipelines and interceptors, and wastewater lift stations. The following funding levels are included in the 2022 Adopted Budget and anticipated for future years:

NOTE: The amounts indicated do not necessarily reflect nor guarantee contract amounts, expenditures, or required services for any given year or contract.

Project	2022	2023	2024	2025
-	Budget	Anticipated	Anticipated	Anticipated
Water Line Replacements	\$2,200,000	\$1,350,000	\$1,390,500	\$1,432,215
Sewer Line Replacements	\$3,696,000	\$3,696,000	\$4,500,000	\$4,500,000
Sewer Capacity Projects	\$814,000	\$4,972,000	\$10,787,000	\$3,713,000

<u>NOTE: The City's intent is to establish a primary awardee, and a backup secondary awardee, should the primary be too busy, or unable to perform for any given project.</u>

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 civil engineering design 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.

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

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

4.4. RFP Tentative Time Schedule:

- Request for Proposal available on or about:
- Inquiry deadline, no questions after this date:
- Addendum Posted:

September 2, 2022 September 23, 2022 September 27, 2022

- Submittal deadline for proposals:
- Owner evaluation of proposals:
- Interviews (if required)
- Final selection:
- City Council Approval:
- Contract execution:

4.5. All Questions Regarding this RFP:

Kassy Hackett, Buyer kassyh@gjcity.org

October 4, 2022 October 4-October 11, 2022 October 17-18, 2022 October 19, 2022 November 2, 2022 November 3, 2022

4.6. Contract: Contract shall commence upon award and will run through <u>November 3, 2023</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 through the BidNet website, www.bidnetdirect.com/colorado. This site offers both "free" and "paying" registration options that allow for full access of the City's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor <u>MUST</u> 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. The uploaded response to this RFP shall be a single PDF document with all required information included. 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 statement of qualifications indicating the firm's qualifications, experience with similar work, technical expertise, capability to perform the work, familiarity with the project area, and resumes.
- **C. Strategy and Implementation Plan:** Describe your (the firm's) interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm's implementation plan and an estimate of time commitments from Owner staff.
- D. References: A minimum of three (3) references that can attest to your experience in projects of similar scope and size. Please also summarize the projects completed with these references including: Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, etc.
- E. Fee Proposal: Provide a complete list of all potential costs with associated services, as may be related to civil engineering design 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 (with weighted values):

The following collective criteria shall be worth 90%		
•	Responsiveness of Submittal to the RFP (10)	
	(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 (20)	
	(Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)	
•	Experience (30)	
	(Firm's proven proficiency in the successful completion of similar projects.)	
•		
	(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.)	

The following criteria shall be worth 10%	
* Fees (10)	

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 reserves the right to invite the most qualified rated proposer(s) to participate in oral interviews, if needed.
- **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-5112-22-KH Professional Civil Engineering Services for Water and Wastewater Replacement Projects

Offeror must submit entire Form completed, dated and signed.

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

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

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

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of ______ percent of the net dollar will be offered to the Owner if the invoice is paid within ______ days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days

RECEIPT OF ADDENDA: The undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: ______

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

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date



Purchasing Division

ADDENDUM NO. 1

DATE: September 26, 2022

- FROM: City of Grand Junction Purchasing Division
- TO: All Offerors
- RE: Professional Civil Engineering Services for Water and Wastewater Pipeline Replacement Projects RFP-5112-22-KH

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:** Is there an estimated scope and schedule for the 2023 work that will be completed under this contract?

A: <u>Waterline replacements</u> - Design of waterline replacements that will be constructed in 2022/2023 is nearing completion under the current professional civil engineering services contract. It is anticipated that design of waterline replacements that will be constructed in 2024 would be initiated later in 2023. Specific line segments have not been identified yet. We would anticipate replacing about 7,000 feet of 6-inch water mains in 2024. The scope would include design and specifications with 30% and 90% review submittals and final drawings for construction bidding. Submittal should include a detailed schedule for design and construction phase as well as opinion of probable construction costs with 30% and 90% deliverables. Assume City to provide surveying, geotechnical, and potholing.

<u>Sewer line replacements -</u> Design of sewer line replacements that will be constructed in 2022/2023 is nearing completion under the current professional civil engineering services contract. It is anticipated that design of sewer line replacements that will be constructed in 2024 would be initiated later in 2023. Specific line segments have not been identified yet. We would anticipate replacing about 24,000 feet of 8-inch sewer lines in 2024. The scope would include design and specifications with 30% and 90% review submittals and final drawings for construction bidding. Submittal should include a detailed schedule for design and construction phase as well as opinion of probable construction costs with 30% and 90% deliverables. Assume City to provide surveying, geotechnical, and potholing.

<u>Sewer Capacity Projects</u> – design of sewer capacity projects in 2023 will include segments in the Orchard Mesa Sewer Basin that are planned for construction in 2024/25. This includes upsizing 15, 18, and 24-inch sewers between Unaweep Avenue and 29 Road. The City is coordinating schedules for these projects with planned Street improvement projects so exact line segments may vary.

- Q: Is the schedule requirement of this proposal to provide a generic schedule with typical tasks and a time period for each?
 A: Please provide a schedule for design for water and sewer line replacements assuming 7,000 feet of 6-inch water mains and 24,000 feet of 8-inch sewer lines.
- Q: Can you please confirm for the fee portion of the proposal that the City would like to see a list of anticipated scope items and a unit price for each?
 A: For this proposal, please provide billing rates as well as estimated costs for water and sewer line replacements assuming 7,000 feet of 6-inch water mains and 24,000 feet of 8-inch sewer lines.
- 4. Q: Under Paragraph 4.3, this RFP states "Firm shall provide all services related to Civil Engineering ..." does this include the possibility of Survey, Subsurface Utility Engineering, and Geotechnical Investigations that may be required for projects?
 A: Please assume Survey will be provided by the City Surveyor. The City has a separate services contract for potholing associated with Subsurface Utility Engineering, but the Civil Engineering firm will be responsible for SUE. The City also has a separate services contract for Geotechnical Investigations.
- 5. Q: Can you please clarify if the Price/Fees that are to be submitted should include subconsultant potential costs as well? Would the City utilize their own survey crews and/or an on-call contract for topographical surveys? Similarly, would the City use an on-call contract for subsurface investigations such as potholing and/or geotechnical explorations?
 A: For price/fees, we asked for fees for the scope of work that we provided for 2023 in response to a previous question. Vendor should also provide their billing rates. The rest of your question was answered above.
- 6. Q: Can you please clarify if the Price/Fees that are to be submitted should include subconsultant potential costs as well? Would the City utilize their own survey crews and/or an on-call contract for topographical surveys? Similarly, would the City use an on-call contract for subsurface investigations such as potholing and/or geotechnical explorations? Any additional clarification is greatly appreciated.

A: Vendor shall provide a schedule for the scope of work identified for 2023 that we provided in response to previous question.

Project	2023	2024	2025	2026
	Anticipated	Anticipated	Anticipated	Anticipated
Water Line Replacements	\$2,200,000	\$1,350,000	\$1,390,500	\$1,432,215
Sewer Line Replacements	\$3,696,000	\$3,696,000	\$4,500,000	\$4,500,000
Sewer Capacity Projects	\$814,000	\$4,972,000	\$10,787,000	\$3,713,000

7. The following chart from 4.1. General/Background shall be revised to:

- 8. The following chart from 4.4. RFP Tentative Time Schedule shall be revised to:
 - Request for Proposal available on or about:
 - Inquiry deadline, no questions after this date:
 - Addendum Posted:
 - Submittal deadline for proposals:

September 2, 2022 September 23, 2022 September 27, 2022 October 11, 2022 @ 2:00 PM

- Owner evaluation of proposals:
- Interviews (if required)
- Final selection:
- City Council Approval:
- Contract execution:

October 11-October 19, 2022 October 24-25, 2022 October 26, 2022 November 16, 2022 November 17, 2022

9. Vendor shall use the following link to attend the RFP opening if desired:

Solicitation Opening, Professional Civil Engineering Services for Water and Wastewater Pipeline Replacement Projects RFP-5112-22-KH Oct 11, 2022, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone. https://meet.goto.com/604217741

You can also dial in using your phone. Access Code: 604-217-741 United States: +1 (312) 757-3121 - One-touch: tel:+13127573121,,604217741#

Join from a video-conferencing room or system. Meeting ID: 604-217-741 Dial in or type: 67.217.95.2 or inroomlink.goto.com Or dial directly: 604217741@67.217.95.2 or 67.217.95.2##604217741

Get the app now and be ready when your first meeting starts: https://meet.goto.com/install

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

All other conditions of subject remain the same.

Respectfully,

titt

Kassy Hackett, Buyer City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 2

DATE: September 26, 2022

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: Professional Civil Engineering Services for Water and Wastewater Pipeline Replacement Projects RFP-5112-22-KH

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:** Regarding the above referenced RFP, the original solicitation calls for a fee schedule under Section 5.0 paragraph E.

"Fee Proposal: Provide a complete list of all potential costs with associated services, as may be related to civil engineering design services. The list should be broken down into both hourly rates, and flat rate fees, as may apply"

In the addendum (questions 3) there is new discussion regarding providing a fee proposal for a particular task that is 7000 feet of 6-inch waterline and 24,000 feet of 8-inch sewer line. There is no detail regarding this project task, such as if this is replacement lines or new construction or an upgrade, in pavement, utility conflicts, number of connections etc. The addendum appears to indicate this is a clarification of the original request, but I don't see anything it the original solicitation that pertains to this. I am also unclear if this is 2 separate tasks, and you would want 2 fee proposals or if it is combined.

Please clarify if the addendum is adding a new requirement to the solicitation and provide some details to allow us to put together a scope of work and associated fee and clarify if you want this two separate fees or a combined fee.

A: In the headers to the response to questions, it was noted that these were both replacement projects. Assume in pavement. Potential for utility conflicts that would have been to determine by the engineer via SUE. Number of connections TBD but can assume 20 per 700 feet of line for both water and sewer. Please provide fees for 3 separate projects: 1) waterline replacements, 2) sewer line replacements, 3) sewer capacity project.

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

All other conditions of subject remain the same.

Respectfully,

Kassy Hackett, Buyer City of Grand Junction, Colorado

Professional Civil Engineering Services for Water and Wastewater Pipeline Replacement Projects RFP-5112-22-KH

Response to Request for Proposal October 11, 2022

Prepared for:



250 North 5th Street Grand Junction, CO 81501 Kassy Hackett, Buyer <u>kassyh@gjcity.org</u>

Prepared by:



215 Pitkin, Unit 201 Grand Junction, CO 81501 Phone: (970) 241-4722 <u>info@rccwest.com</u>



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October 11, 2022

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

RE: Response to the City of Grand Junction's Request for Proposal RFP-5112-22-KH Professional Civil Engineering Services: Water and Wastewater Pipeline Replacement Projects

Dear Ms. Hackett and Selection Committee Members,

River City Consultants (RCC) is pleased to submit the following response to your request for proposal to provide Professional Civil Design services associated with Water and Wastewater Pipeline Replacement Projects, under an annual contract

RCC is a local consulting firm offering all aspects of civil engineering and land surveying services. We have years of experience in the management and completion of projects requiring utility replacement, upgrades and extension. We have reviewed the Scope of Work as presented in the RFP and believe we can provide the required services to the City in a timely and cost-efficient manner.

RCC has a stable and experienced team of engineers and designers who can respond to the City needs and provide on the ground truthing of project requirements. We are very familiar with the City and other local/State agency requirements and with the local community. This knowledge will allow us to quickly assess project constraints and address them as appropriate.

RCC certifies (a) that this submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that RCC has not directly or indirectly induced or solicited any other Offeror to put in a false or sham bid; (c) that RCC has not solicited or induced any other person, firm, or corporation from submitting a Statement of Qualifications; and (d) that RCC has not sought by collusion to obtain any advantage over any other Offerors or over the City of Grand Junction.

If you have any questions regarding this submittal, please contact me by phone (970) 241-4722 or by email at <u>igeer@rccwest.com</u>. We really look forward to this opportunity to expand our existing relationship with the City.

Sincerely,

Ivan D. Geer, P.E. Principal igeer@rccwest.com

Attachments



PROFESSIONAL CIVIL ENGINEERING SERVICES FOR WATER AND WASTEWATER PIPELINE REPLACEMENT – RFP 5112-22-KH

B- QUALIFICATIONS & EXPERIENCE

Introduction

River City Consultants has been an integral part of the local community for many years. We appreciate and understand the characteristics that are unique to Western Colorado and the City of Grand Junction. During this time, we have compiled an extensive resume of utility projects. Our in-house team has the necessary qualifications, skills, experience, and relationships with local agencies and utility providers to perform the work as outlined in the RFP.

RCC offers civil engineering and land surveying, as well as project coordination, and utility locating. River City's principal engineers and surveyors have over 100 years of combined consulting experience working with municipalities and utility companies throughout The City of Grand Junction and Western Colorado. We employ state-of-the-art technology including the most current versions of AutoCAD Civil 3D, HEC-RAS Modeling, and GPS/GIS equipment and software.

Qualifications of Our Team

We are aware of the following basic responsibilities as stated in the RFP and are prepared and experienced in addressing each and every one:

- Survey with sufficient detail to identify topographic information pertaining, but not limited, to
 issues related to safety, drainage, elevations, right-of-way, and the location and depth of
 utilities.
- Perform applicable S.U.E. Level of Detail for existing utilities, working closely with City staff to pothole utilities as necessary.
- Perform an inventory of existing conveyance features and structures.
- Identify utility, irrigation, and other conflicts.
- Assess alternatives for alignment and construction method, provide preferred alternative recommendations.
- Perform engineering to a final design level including an Opinion of Probable Cost (OPC) and bid schedule.
- Perform Quality Assurance Reviews throughout design before releasing for review by the City and provide memorandum(s) confirming internal design review.

In Summary, we feel that our team is highly qualified to undertake this project and look forward to working with the City of Grand Junction. We have successfully completed projects very similar in nature. The following information is included in response to the Request for Proposal to further outline our qualifications to perform this contract.



Organization Chart

B-QUALIFICATIONS & EXPERIENCE



River City Consultants, Inc. (RCC) Ivan D. Geer, P.E. *Project Manager*

> Alec K. Thomas, P.L.S., CFED - RCC Survey Project Manager

Craig T. Rothluebber, P.E.- RCC Lead Design Engineer

Jeffrey W. Mace, P.E. - RCC Quality Assurance and Quality Control Supervisor

Jarrod S. Whelan, P.E., L.S.I. - RCC Assistant Resident Engineer



B- QUALIFICATIONS & EXPERIENCE

Identification of Key Personnel and Functions

River City Consultants, Inc.

- Ivan Geer, P.E. Mr. Geer will be the Project Manager, and will also coordinate with utilities, and affected stakeholders. He has overseen numerous projects that have been completed in accordance with City of Grand Junction format and requirements.
- Alec Thomas, P.L.S., CFED Mr. Thomas will serve as the Survey Project Manager for this project. Mr. Thomas has been registered as a Professional Land Surveyor in Colorado since 2011. He also holds registrations in New Mexico and Utah.
- Craig Rothluebber, P.E. Mr. Rothluebber will lead the design effort for all utility design.
- Jeffrey W. Mace, P.E. Mr. Mace will provide Quality Assurance and Quality Control for this project. He is an experienced project manager and designer of numerous utility projects.
- Jarrod S. Whelan, P.E. Mr. Whelan will assist in the design review, project cost estimates, bid documents and QA/QC. Mr. Whelan has extensive utility replacement experience including pipe bursting, slip lining and cast in place methods
- Dillon Foster, E.I.T. Mr. Foster has received extensive training in utility location and will assist in providing inferred depths of dry utilities, where possible.



PROFESSIONAL CIVIL ENGINEERING SERVICES FOR WATER AND WASTEWATER PIPELINE REPLACEMENT – RFP 5112-22-KH

B-QUALIFICATIONS & EXPERIENCE

Resumes

Ivan D. Geer, P.E. Principal/Professional Engineer



Mr. Geer is one of the owners of River City Consultants. *Mr.* Geer has experience in engineering consulting (wastewater, water, infrastructure, and construction management), design/build, construction materials production, environmental compliance, mining, reclamation, land development, and operations management. In his career he has managed projects for clients and aggregate companies that have required working with nearly all the governmental agencies in Western Colorado, including The City of Grand Junction and Colorado Department of Transportation, Grand Valley Rural Power, CenturyLink, and many others. As operations/aggregates manager for Summit Materials, LLC Colorado operations, Mr. Geer was responsible for managing mine plan developments at various stages from initial inception, revisions, operations, staff, and interface with multiple agencies. In his career, Mr. Geer has

gained valuable knowledge pertaining to all of the aspects required to develop quality construction plans including land ownership issues, permitting requirements, contracting, administration, roadway design, surveying, grading, drainage, storm water design, utility coordination, estimating, construction management and construction inspection. This broad experience in all facets of the civil construction industry is ideally suited for project management. Selected relevant project and engineering experience includes:

- E Road Phase 2A and 2B Project Manager/Construction Oversight and Client Contact for design of approximately one mile of safety improvements to E Road between Agape Way and 31 Road, including sidewalk. The City of Grand Junction Project
- Garfield County Fairgrounds Civil Improvements Assistant Project Manager/Construction Manager, Rifle, CO. Various site improvements on fast-track design and construction schedule
- Colorado Mesa University (CMU) Texas and Bunting Parking Lots Project Manager, Grand Junction, Colorado. Project manager and client contact for design of civil improvements on fast-track design and construction schedule to be completed before commencement of school
- 30 Road Underpass GJ Ready Mix Quality Assurance Engineer/Construction Oversight, The City of Grand Junction Project
- Rocky Mountain Elementary Sidewalk Project Project Manager and Client Contact for design of approximately one-half mile of safety improvements on D ¼ Road between 32 and 32 1/2, including sidewalk and some drainage improvements, The City of Grand Junction Project
- Cameo Roadway Improvements Performed QA/QC and engineering services as part of a road realignment culvert upgrade project. Will provide Construction Oversight and Client Contact during the construction phase. The City of Grand Junction Project

Registrations: Professional Engineer - Colorado #35518

Education: Bachelor of Science *cum laude*–Civil Engineering, 1994, University of Notre Dame, South Bend, Indiana Post Graduate Studies, Environmental Engineering, Marquette University, Milwaukee, Wisconsin



B-QUALIFICATIONS & EXPERIENCE

Alec K. Thomas, P.L.S., CFED Professional Land Surveyor



Mr. Thomas, a Professional Land Surveyor, has nearly eighteen years of surveying experience. Licensed since 2011 Mr. Thomas is knowledgeable and skilled in boundary, design, and construction surveys, and has completed a variety of survey projects throughout Colorado. Alec is a Certified Federal Surveyor (CFedS), which is a designation he earned through a licensing program created by the federal government to assure cadastral boundary surveys are performed in accordance with Bureau of Land Management standards. Recent projects include:

- Grand Junction Regional Airport, The City of Grand Junction, CO Project surveyor for site design surveys on eight acres of existing airport buildings and paved ramps for an airport improvement project. This project included the establishment of a control network for future construction projects.
- Xcel Energy Right-of-Way and Easement Surveys, Various Locations, Western CO Project surveyor for design surveys, alignment and corridor staking, ownership research, and preparation of right-of-way and easement documents for numerous and varied projects in Western Colorado including new and existing highpressure gas lines, gas and electric distribution lines, and facilities and residential service easements.
- Oil and Gas Survey Operations, Various Locations, Piceance and D.J. Basins Performed project coordination for Marathon Oil Co. on pipeline route surveys, cadastral boundary surveys for drill pad placement and construction. Facilitate data processing from field to finish per client specifications.
- Bureau of Land Management, Western U.S. Survey technician on federal cadastral projects including resurveys to establish and subdivide townships and sections, original subdivisions of townships in the State of Alaska, Tribal land surveys for land exchanges.
- Dependent Resurvey 3,000-acre ranch within State and federal lands to put forth by the Bureau of Land Management.

Registrations: Professional Land Surveyor – Colorado #38274; New Mexico #24164; Utah #11646904-2201

Certified Federal Surveyor (CFedS) #1718

Education: Bachelor of Science in Surveying and Mapping (with a Minor in Mathematics), 2010, Metropolitan State College of Denver

Associations: Professional Land Surveyors of Colorado, Western Colorado Land Surveyors, a chapter of PLSC, National Society of Professional Surveyors

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PROFESSIONAL CIVIL ENGINEERING SERVICES FOR WATER AND WASTEWATER PIPELINE REPLACEMENT – RFP 5112-22-KH

B- QUALIFICATIONS & EXPERIENCE

Craig T. Rothluebber, P.E. Sr. Project Engineer



Mr. Rothluebber is a Senior Project Engineer of River City Consultants. He has been a lead engineer on a wide variety of projects throughout Colorado as well as nationwide. Mr. Rothluebber has compiled a multidisciplined engineering history including land development, site design, railway design, and hydrologic and hydraulic analysis/design. Selected relevant projects include:

•Canyon Creek Road Structure Replacement, Mesa County/Grand Junction, Colorado – Design for approximately 0.4 miles of roadway to a standard Mesa County rural road paved prism section, refining the traffic movements at the three existing Cameo shooting range entrances and improving one atypical roadway intersection. A watershed and hydraulic analysis for replacing four 48-inch diameter CMP's will be required for this 0.4 mile section of roadway.

- Great Western Industrial Park, Weld County, Windsor, Colorado due diligence reports, master plans, stormwater management, floodplain analysis and site development to assist in the marketing and development of the undeveloped areas of the industrial park. Floodplain Modification of the John Law Ditch – A Conditional Letter of Map Revision application for the lower John Law Ditch from Eastman Park Drive to the Cache La Poudre River based on new topography.
- Union Pacific Railroad Milam to Gibbon, Second Main Track, Oregon Design of 2.5 miles of new track including a new 120-foot, single-span, through-plate girder (TPG) bridge and replacement of the existing mainline track bridge. The existing low-clearance bridge was located over a sensitive salmon breeding habitat that did not meet hydraulic criteria. A hydraulic analysis was completed using HEC-RAS to determine the replacement bridge and new 120-foot single-span bridge.
- Hydrologic and Hydraulic Evaluation for Union Pacific Railroad, Second Main Track, Oregon open-ended contract with Union Pacific Railroad Company to provide hydrologic and hydraulic evaluations and environmental permitting assistance throughout the Central and Western United States. Each year we were tasked with 50-100 structure replacements throughout the region that required analysis and design of replacement structures due to aging infrastructure and emergency services.

Registrations: Professional Engineer - Colorado #51352

Education: Bachelor of Science in Civil Engineering, 2010, University of Nebraska, Omaha, Colorado.



PROFESSIONAL CIVIL ENGINEERING SERVICES FOR WATER AND WASTEWATER PIPELINE REPLACEMENT – RFP 5112-22-KH

B- QUALIFICATIONS & EXPERIENCE

Jeffrey W. Mace, P.E. Principal/Professional Engineer



Mr. Mace is a principal and one of the founders of River City Consultants. He has been project manager and/or lead engineer on a wide variety of projects throughout Western Colorado as well as the Denver Metro area. Mr. Mace has compiled a multi-discipline engineering history including land development, site design, roadway design, hydrologic and hydraulic analysis/design, and structural design and evaluation. Selected relevant projects include:

- KE Road Improvements, The City of Grand Junction, CO Project Manager responsible for this 2,000 LF roadway
 redesign project, including but not limited to; floodplain analysis, drainage basin analysis, wetlands delineation and
 mitigation, intersection redesign, shoulder, and pavement section widening, and guardrail design. The project required
 maintaining traffic during construction and coordination with utilities and landowners.
- Lower Little Salt Wash Riverfront Trail Connection, The City of Grand Junction/Fruita, CO Project Manager for design services of a one-mile section of the City of Grand Junction Riverfront Trail System along Little Salt Wash. Developed horizontal and vertical alignments with crossings at I-70, the railroad, HWY 6 & 50, and the North Young Drain. Alignment challenges included following serpentine wash while maintaining safe travel and sight distance. Federal funding required CDOT review and coordination.
- Highway 340 Sidewalk Improvements Phase I, The City of Grand Junction, CO Project Engineer-QA/QC. The design for this project was initially awarded to another consulting firm that did not fulfill their obligation. RCC was retained to complete this project and provided survey and design services to improve the pedestrian corridor along the north side of State Highway 340 from approximately mile point 6.9 to 8.6 and mile point 9.5 to 10.8. The project was contained entirely within the CDOT right of way. Included were design services for the construction of curb, gutter, sidewalk and/or path, storm drainage system, and right of way plans. The right of way plans were produced in accordance with the CDOT survey manual. Construction of the project was partially funded with a State Grant. RCC performed construction management services in coordination with the local CDOT agency and CDOT requirements. Challenges included right of way constraints, grade issues, utility/irrigation constraints, and drainage considerations.
- J.3 Road Improvements, Fruita, The City of Grand Junction, CO Project Manager. As a result of frequent pedestrian/auto conflicts in the vicinity of Fruita 8-9 and High Schools, we evaluated pedestrian movements and proposed alignments in order to maintain pedestrian safety while limiting impact on adjacent property owners, including drainage. The solution resulted in 2,200 LF of attached and detached pathway along with pedestrian crossings, signage, lighting, and drainage facilities. The attached portion required redesign of the existing street section. The detached portion was more advantageous with regards to cost, drainage, and separation of vehicular and pedestrian traffic. Surveying included design and control survey and base map preparation, ownership research, and assistance with right-of-way issues.

Registrations: Professional Engineer - Colorado #37343

Education: Bachelor of Science with Honors in Civil Engineering, 1996, University of Colorado, Denver, Colorado; Haestad Methods Certified Modeler for: *Water Surface Profiles*, *Detention Pond Systems;* Workshop on NFIP Community Rating System. Certified in HEC-RAS 2D Modeling

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PROFESSIONAL CIVIL ENGINEERING SERVICES FOR WATER AND WASTEWATER PIPELINE REPLACEMENT – RFP 5112-22-KH

B- QUALIFICATIONS & EXPERIENCE

Jarrod Whelan, P.E., L.S.I. Senior Professional Engineer



Mr. Whelan joined River City Consultants on 2020. *Mr.* Whelan has over 25 years' experience in concrete construction and framing, municipal engineering- wastewater collections, water distribution, streets, and drainage infrastructure- land development, surveying, and geographical information systems (GIS). Most of Mr. Whelan's career has been in municipalities (Cities of Morro Bay, CA, Arroyo Grande, CA and Grand Junction, CO) where he managed projects and assisted in the day-to-day operations of Public Works and Community Development. Mr. Whelan has worked with various governmental agencies, including the San Luis Obispo Council of Government (SLOCOG), CalRecycle, CA Water Resources Control Board, The City of Grand Junction, and California and Colorado Departments of Transportation. As a municipal engineer, Mr. Whelan assisted in the Capital Improvement Projects (CIP) program's annual planning, as well as managed the design, engineering, and construction of city projects. Specific tasks included design/draft, staff reports, authoring general and technical specification, managing

budgets, schedules, request for qualifications, consultant selection, and request for proposals and agreements. In his career, Mr. Whelan has gained valuable knowledge on the International Building Code including the Americans with Disabilities Act. This broad experience in the construction industry, municipal engineering, and land development is ideally suited for project management and oversight. Mr. Whelan recently sat for and passed the Fundamentals of Survey (FS) in hopes of obtaining his professional land surveying license soon. Selected relevant project and engineering experience includes:

- Morro Creek Bridge and Boardwalk Assistant Project Manager, construction of a 135-foot bike and pedestrian bridge with a quarter-mile boardwalk including stamped concrete, lighting, and landscape restoration.
- Morro Bay Lift Station #1 & #2 Project Manager for the construction of a refinished (coated) wet well with WEMCO Pre-rotation form (LS#1) and new wet-well (coated) (LS#2), vault, and above ground chemical control building. New force main included Foam Polly-Pigs installation points and isolation valves.
- Parks & Recreation / Daycare Facility ADA Upgrades/Remodel Project Manager for construction of new walkways, ramps, parking lot, and exterior improvements including doors, windows, and siding.
- Centennial Plaza Project Manager for the construction of a new plaza area including grading and drainage upgrades, gazebo, walkways, ramps, decorative pavers, lighting, and landscaping.
- Annual Pavement Rehabilitation

 Project Manager for various street rehabilitations, including slurry seal, micro
 surfacing, chip seals, or various combinations of these methods. Complete remove and replace (R&R) with soil
 stabilization methods (Fabrics, Grids, Lime/Cement) and coordination of underground utility upgrades (electric, gas,
 water, sewer, and storm).
- Wastewater Treatment Plant Major Maintenance & Repairs (MMRP) Project Manager for various tasks, including washer-compactor and headworks installation, trickling pond arm replacements and wall height increase, and digestor tank rehabilitation.
- 0.50M Gallon Water Reservoir Rehabilitation Project Manager for various tasks, including steel evaluation and repairs, anchor hold-downs, tank profiling and coating, and booster pump station upgrades.

Registrations: Professional Engineer – Colorado 54145, California 83208, Arizona 58042, Wyoming 17940 California General Engineering Contractor: A-956562 (Whelan Construction-Inactive) National Association of Sewer Service Companies (NASSCO) Certification: U-813-18965

Education: Bachelor of Science–Civil Engineering w/ Land Surveying minor, 2003, University of Wyoming at Laramie Public Works Academy / Risk Management CALTRANS Resident Engineer Academy 5-2-1 Drainage Authority: CDPHE-WQCD, Stormwater Management & Erosion Control ISS/VSS & Pavement Recycle: Pavement Preservation Seminars

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PROFESSIONAL CIVIL ENGINEERING SERVICES FOR WATER AND WASTEWATER PIPELINE REPLACEMNT – RFP-5112-22-KH

C- STRATEGY AND IMPLEMENTATION

RCC has extensive experience working in the City of Grand Junction and has a thorough understanding of City Standards and Specifications for water and wastewater pipeline design and construction. This experience and knowledge will aid in quick assessment of project requirements and provide for cost-efficient design process to meet the City objectives. Our project approach will include the following tasks on as-needed basis for specific projects:

- 1. <u>Pre-design Field Review</u>: For each project assigned to RCC we will conduct a pre-design field review to determine site constraints and assess options. A brief memorandum of site visit notes will be submitted to the City.
- 2. <u>Pre-design Meeting</u>: Meet with the City to discuss project requirements, any options and specific constraints for the project, and to identify any stakeholders to be included in design decisions. Submit a fee proposal for City approval.
- 3. <u>Field Survey</u>: If required, provide a field survey of existing conditions, including utility locations and depths, within the project limits and prepare a base map for design purposes. Alternatively, receive survey information from the City in AutoCAD compatible format.
- 4. <u>Potholing/SUE</u>: When required we will perform utility potholing in conjunction with the City to facilitate RCC creation of the SUE plan. This utility investigation is critical to engineering design and minimizing of construction change orders.
- 5. <u>Right-of-Way Survey</u>: When required RCC can provide a right-of-way survey and exhibits for any required easements.
- 6. <u>Conceptual Design</u>: If the City does not have conceptual design completed, RCC will prepare conceptual design plans for review and discussion. This task is intended to resolve any outstanding design decisions and to provide a design basis for the project.
- 7. <u>Design Plans and Opinion of Costs</u>: RCC will prepare design plan and profiles sheet with associated cover, notes and detail sheets in accordance with City Standards. We will submit a 30% and 90% plan set to the City for review. Submittals will include quantity take-off and an Opinion of Cost based on current award pricing (to be provided by the City).
- 8. <u>Contract Documents</u>: Final engineering plan set and bid tab, along with Opinion of Cost will be provided to the City in required format for competitive bidding purposes.
- 9. <u>Bid Assistance</u>: RCC can provide bid assistance including pre-bid site walk-through, meeting attendance, prompt attention to RFI's, and issuing addenda to maintain the bid schedule.
- 10. <u>Quality Assurance/Control</u>: RCC is dedicated to completing an in-house quality check of each task prior to releasing product to the City.

2022 GJ RFP 5112-22-KH - Civil Engineering Services RIVER CITY CONSULTANTS SCHEDULE ESTIMATE PROPOSAL

						w	EEKS																		
TASK																									
(See "Strategy and Implementation" for Description)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
PROJECT A: 7000-feet 6-inch Waterline Replacement																									
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1. Predesign Field Review, Submit Notes to City	x																								
2. Predesign Meeting & Design Decisions		x																							1
4. Potholing/SUE		n		x	x																				Í
7. Design, Contract Documents, Cost Estimate																									1
30%				x	x	x	x																		1
90%							x	x	x	x															1
8. Contract Documents										x	x	x													1
10. QA/QC				x		x			x		x														Í
TOTAL SCHEDULE ESTIMATE PROJECT A [1]				1					1			12 WEE	ks												
PROJECT B: 24000-feet 8-inch Sewer Line Replacement																									Í
[Sheet estimate: Cover/Notes/Quantites/40P&P/2 Detail	is/4 Spec I	ials = 49	SHEETS	1																					
1. Predesign Field Review, Submit Notes to City	x																								
2. Predesign Meeting & Design Decisions		x																							1
4. Potholing/SUE			x	x	x																				1
7. Design, Contract Documents, Cost Estimate			l.	r.																					Í
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8. Contract Documents									r.			· ·						x	x	x					Í
10. QA/QC					x				x	x					x	x	<u> </u>		x						Í
TOTAL SCHEDULE ESTIMATE PROJECT B [1]																				20WEE	ks				
																									1
PROJECT C: Sewer Capcity Project: assume 10,000-feet																									Í
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1. Predesign Field Review, Submit Notes to City	×	x																							Í
2. Predesign Meeting & Design Decisions		^		L.																					Í
4. Potholing/SUE			×	x																					1
7. Design, Contract Documents, Cost Estimate			l,	x	~	x	l.	l.																	Í
30% 90%			ľ	^	x	^	x	x	x	x	x	L.	L.												Í
8. Contract Documents								^	ľ^	^	^	x	x x	L.	x										Í
10. QA/QC				l,			l.					L.	^	x x	^										Í
TOTAL SCHEDULE ESTIMATE PROJECT C [1]			+	<u> </u>			<u>^</u>	-	-	<u>^</u>		r -		r	15WEE										i
No requirements for other utilities to be repaired/reloca	ted/upg	l radar		-					+	 			<u> </u>		TOWEE										
Service line re-connection can be made within 10-feet of		aues																							1
No agency permits required (ex. CDOT or USACE)	aenun								1		1	1	1	1		1		1							Í -
No significant special circumstances (ex. major drainage	crossing	۱																							1
All work is within existing City ROW or Easements	COSSING	,																							1
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PROFESSIONAL CIVIL ENGINEERING SERVICES FOR WATER AND WASTEWATER PIPELINE REPLACEMENT – RFP-5112-22-K

D – REFERENCES & PREVIOUS PROJECT EXPERIENCE

References

Please contact the following agency personnel for Professional references associated with numerous projects. See following page for project specific experience and associated references:

Kevin King, P.E. Mesa County Project Engineer 200 S. Spruce Street Grand Junction, CO 81501 970 244-1765 Kevin.king@mesacounty.us

Scott Mai, P.E. Mesa County Public Works Director 200 S. Spruce Street Grand Junction, CO 81501 970 244-1765 scott.mai@mesacounty.us

Ken Haley Engineering Manager 250 N. 5th Street Grand Junction CO 81501 970-244-1506 kennethh@gjcity.com

Sam Atkins Engineering Manager City of Fruita 325 E. Aspen Ave Fruita, CO 81521 satkins@fruita.org

Additional references available on request.

River City has completed many miles of water and sewer line designs, replacements, and upgrades through projects with municipal agencies and private developers.

We also work with Mesa County, Ute Water, Clifton Water and Sanitation, which will be an advantage for any adjacent or conflicting utilities.

Following are samples of four projects, additional project work experience can be submitted on request.



PROFESSIONAL CIVIL ENGINEERING SERVICES FOR WATER AND WASTEWATER PIPELINE REPLACEMENT – RFP-5112-22-K

D – REFERENCES & PREVIOUS PROJECT EXPERIENCE

Previous Project Experience

E Road Improvements 31 Road to Agape Way

The project was approximately one mile of street upgrade to a collector section, sidewalks, drainage, water, sewer and other improvements. The project included upgrade and replacement of water and sanitary sewer pipelines for Clifton Water District, Clifton Sanitation District and City of Grand Junction. Project challenges included: working within existing easements and rights-of-way, working with numerous impacted property owners, working with numerous entities, utility conflicts, designing for minimal utility service outages.

David Reinertsen, Clifton Water District, 510 34 Rd, Clifton, CO 81520

References: Kevin King, Mesa County,

200 S. Spruce Street, Grand Junction, CO 81501

(970) 434-7328, dreinertsen@cliftonwaterdistrict.org

(970) 244-7147, kevin.king@mesacounty.us

Clifton Water District Holland Street Watermain Upgrade Project 2022-007 (Holland and Steven Street, Dennis and Olga Avenue Watermain Upgrade)

The project included design plans and contract documents in accordance with Clifton Water District's (District) standards. Scope included approximately two thousand (2,000) feet of water line plan and profile, approximately 30 services, and three fire hydrants. Client: David Reinertsen, Clifton Water District, 510 34 Rd, Clifton, CO 81520 (970) 434-7328, dreinertsen@cliftonwaterdistrict.org

Whitewater Transmission Line 2021

River City Consultants provided topographic surveying, geotechnical and utility investigations, professional engineering and design for 7,100 feet of 12" water transmission line and associated fittings, hydrants, and connections.

Client: David Reinertsen, Clifton Water District, 510 34 Rd, Clifton, CO 81520 (970) 434-7328, dreinertsen@cliftonwaterdistrict.org

Brookfield Off-site Sewer and Water Upgrades

River City provided survey, design and contract documents for approximately ½ mile of sewer and water main upgrades for the Brookfield Development on 21.5 Road. Water system upgrade was in accordance with Ute Water requirements and sewer main upgrade was in accordance with City of Grand junction requirements. Challenges included a congested utility corridor, coordination with existing residences, working with various entities. Client: Darin Carei, Synergy Builders LLC, 1111 S. 7th Street, Grand Junction, CO 81501, (970) 234-0708, dcarei@senergybuilders.com





PROFESSIONAL CIVIL ENGINEERING SERVICES FOR WATER AND WASTEWATER PIPELINE REPLACEMENT – RFP-5112-22-KH

E - FEE SCHEDULE

FEE SCHEDULE

LABOR

Principal Principal-Expert Witness Senior Professional Engineer Senior Professional Land Surveyor Design Engineer/Technical Lead Professional Land Surveyor Senior CADD/GIS Technician CADD Technician Project Coordinator / Planner Field Surveyor Boundary/Topo Field Surveyor Construction Staking Field Technician Utility Locator	\$170.00/hr \$250.00/hr \$150.00/hr \$145.00/hr \$125.00/hr \$125.00/hr \$95.00/hr \$85.00/hr \$140.00/hr \$150.00/hr \$85.00/hr \$85.00/hr

MISCELLANEOUS

Reproduction	
Paper	\$0.25/sf
Mylar	\$15.00/sheet
Vehicle mileage (based on current IRS Mileage Rate)	
Recorded Document Research	Cost
Materials	Cost + 10%
Rental equipment	Cost + 10%

Third party charges will be passed through to the client at invoice plus 10% for handling.

A late charge of 1.5% per month (18% annual) will be added to any unpaid invoice after 30 days.

2022 GJ RFP 5112-22-KH - Civil Engineering Services RIVER CITY CONSULTANTS FEE PROPOSAL

	Principal	Prof.	PLS	Field	Utility	Design	PC	TOTAL
TASK		Engineer		Survey	Locator	Engineer		\$
(See "Strategy and Implementation" for Description,	\$170	\$150	\$145	\$140	\$85	\$120	\$80	
RROJECT A. 7000 fact C inch Materline Regionement								
PROJECT A: 7000-feet 6-inch Waterline Replacement [Sheet estimate: Cover/Notes/Quantites/15P&P/2 Deta	 ils/2 Specials -	- 22 CUEETE						
isneet estimate: Cover/Notes/Quantites/15P&P/2 Deta	 	= 22 SHEETS, 						
1. Predesign Field Review, Submit Notes to City	1	10				6	2	\$2,550
2. Predesign Meeting & Design Decisions	1	6				4	2	\$1,710
3. Field Survey (Not Applicable: By City)	-	Ŭ					-	\$0
4. SUE Data (Potholing by City)		4			16	8		\$2,920
5. Right-of-Way Survey (Not Applicable this Project)						-		\$0
6. Conceptual Design (Not Applicable this Project)								\$0
7. Design, Contract Documents, Cost Estimate								\$0
30%	2	20				150		\$21,340
90%	2	40				300		\$42,340
8. Contract Documents	2	20					8	\$3,980
9. Bid Assistance (not Applicable this Project)								\$0
10. QA/QC	40	20						\$9,800
Project Management/Overhead/Meetings/ Support	2	20					8	\$3,980
TOTAL FEE ESTIMATE PROJECT A [1]	50	140	0	0	16	468	20	\$88,620
PROJECT B: 24000-feet 8-inch Sewer Line Replacement	:							
[Sheet estimate: Cover/Notes/Quantites/40P&P/2 Deta	ils/4 Specials =	49 SHEETS						
1. Predesign Field Review, Submit Notes to City	2	30				20	6	\$7,720
2. Predesign Meeting & Design Decisions	2	10				10	6	\$3,520
3. Field Survey (Not Applicable: By City)								\$0
4. SUE Data (Potholing by City)		12			40	24		\$8,080
5. Right-of-Way Survey (Not Applicable this Project)								\$0
6. Conceptual Design (Not Applicable this Project)								\$0
7. Design, Contract Documents, Cost Estimate								\$0
30%	4	40				300		\$42,680
90%	4	80				600		\$84,680
8. Contract Documents	4	60					24	\$11,600
9. Bid Assistance (not Applicable this Project)								\$0
10. QA/QC	120	60						\$29,400
Project Management/Overhead/Meetings/ Support	4	60					24	\$11,600
TOTAL FEE ESTIMATE PROJECT B [1]	140	352	0	0	40	954	60	\$199,280
PROJECT C: Sewer Capacity Project: assume 10,000-fee [Sheet estimate: Cover/Notes/Quantites/20P&P/2 Deta								
1. Predesign Field Review, Submit Notes to City	2	12				10	4	\$3,660
2. Predesign Meeting & Design Decisions	2	8				8	4	\$2,820
3. Field Survey (Not Applicable: By City)							ľ	\$0
4. SUE Data (Potholing by City)		10			30	20		\$6,450
5. Right-of-Way Survey (Not Applicable this Project)								\$0
6. Conceptual Design (Not Applicable this Project)								\$0
7. Design, Contract Documents, Cost Estimate								\$0
30%	3	30				200		\$29,010
90%	3	60				400		\$57,510
	3	40					16	\$7,790
8. Contract Documents								\$0
		40						\$19,600
8. Contract Documents 9. Bid Assistance (not Applicable this Project) 10. QA/QC	80						16	\$7,960
9. Bid Assistance (not Applicable this Project)	80	40						
9. Bid Assistance (not Applicable this Project) 10. QA/QC			0	0	30	638	40	\$134,800
9. Bid Assistance (not Applicable this Project) 10. QA/QC Project Management/Overhead/Meetings/ Support TOTAL FEE ESTIMATE PROJECT C [1]	4 97	40 240	0	0	30	638		\$134,800
9. Bid Assistance (not Applicable this Project) 10. QA/QC Project Management/Overhead/Meetings/ Support TOTAL FEE ESTIMATE PROJECT C [1] No requirements for other utiltiies to be repaired/reloc	4 97 ated/upgrade	40 240	0	0	30	638		\$134,800
9. Bid Assistance (not Applicable this Project) 10. QA/QC Project Management/Overhead/Meetings/ Support TOTAL FEE ESTIMATE PROJECT C [1] No requirements for other utiltiies to be repaired/reloc Service line re-connection can be made within 10-feet c	4 97 ated/upgrade	40 240	0	0	30	638		\$134,800
9. Bid Assistance (not Applicable this Project) 10. QA/QC Project Management/Overhead/Meetings/ Support TOTAL FEE ESTIMATE PROJECT C [1] No requirements for other utiltiies to be repaired/reloc	4 97 ated/upgrade of trench	40 240	0	0	30	638		\$134,800
9. Bid Assistance (not Applicable this Project) 10. QA/QC Project Management/Overhead/Meetings/ Support TOTAL FEE ESTIMATE PROJECT C [1] No requirements for other utiltiies to be repaired/reloc Service line re-connection can be made within 10-feet o No agency permits required (ex. CDOT or USACE)	4 97 ated/upgrade of trench	40 240	0	0	30	638		\$134,800



F - LEGAL PROCEEDINGS/LAWSUITS

Legal Proceedings/Lawsuits:

River City Consultants LLC has not had any involvement in legal proceedings, and or lawsuits, in the last 3 years.

River City Consultants LLC has no current or pending legal proceedings, and or lawsuits.

G - ADDITONAL INFORMATION

Section 7.0: Solicitation Response Form

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5112-22-KH Professional Civil Engineering Services for Water and Wastewater Replacement Projects

Offeror must submit entire Form completed, dated and signed.

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

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

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

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within ______ days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days

RECEIPT OF ADDENDA: The undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: 2

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

River City Consultants, Inc. Company Name – (Typed or Printed)

Authorized Agent Signature 215 Pitkin Avenue, Unit 201

Address of Offeror

Grand Junction, CO 81501 City, State, and Zip Code Ivan D. Geer, P.E./Principal Authorized Agent – (Typed or Printed) 970-241-4722

Phone Number

igeer@rccwest.com E-mail Address of Agent

October 11, 2022 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

SARAM

RIVECIT-01

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	v			CONTACT Katie Sv							
	oan & Investment Company			PHONE (A/C, No, Ext): (970)		FAX (A/C, No):(970) 2	243-3914			
	unction, CO 81501			E-MAIL ADDRESS: katies@	hlic.com						
						RDING COVERAGE		NAIC #			
				INSURER A : Ohio S		24082					
INSURED				INSURER B : Ohio C				24074 41190			
	River City Consultants, Inc., 215 Pitkin Ave, Unit 201	dba Ar	nerican Utility Specialists	INSURER C : Pinnac				41190			
	Grand Junction, CO 81501				OI LONUON	Underwitters					
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AX	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000			
	CLAIMS-MADE X OCCUR		BKS55519324	11/28/2022	11/28/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000			
						MED EXP (Any one person)	\$	15,000			
						PERSONAL & ADV INJURY	\$	1,000,000			
	I'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT LOC					GENERAL AGGREGATE	\$	2,000,000			
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A AUT	OMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000			
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×	OWNED AUTOS ONLY X SCHEDULED AUTOS					BODILY INJURY (Per accident) PROPERTY DAMAGE	\$				
X	AUTOS ONLY X NON-OWNED AUTOS ONLY					(Per accident)	\$				
ΒХ	UMBRELLA LIAB X OCCUR						\$	5,000,000			
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	DED X RETENTION \$ 10,000					AGGILGATE	<u>ψ</u> \$				
	KERS COMPENSATION EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER	•				
ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A	4108904	10/1/2022	10/1/2023	E.L. EACH ACCIDENT \$		1,000,000			
						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000			
	s, describe under CRIPTION OF OPERATIONS below fessional Liab		PLC0211000	11/28/2022	11/28/2023	E.L. DISEASE - POLICY LIMIT Professional	\$	2,000,000			
	ution Liab		PLC0211000	11/28/2022	11/28/2023			2,000,000			
DESCRIPT Project:	ION OF OPERATIONS / LOCATIONS / VEHIC Water and Wastewater Pipeline Re	LES (ACC placeme	DRD 101, Additional Remarks Sched ent Projects RFP-5112-22-Kł	ule, may be attached if mo H	re space is requi	red)					
CERTIF				CANCELLATION							
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
	Mesa County Public Works Po Box 20,000 Department 5013										

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