



CONTRACT RENEWAL

#4589-18-DH

Date: December 12, 2018

Supplier: Huddleston-Berry Engineering & Testing, LLC

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

Congratulations, you have been awarded the 1st year renewal option for contract #4589-18-DH Contract for Professional Geotechnical Engineering Services, dated December 12, 2018.

The Contractor shall provide to City of Grand Junction the products and services set forth in the Contract Documents dated March 1, 2018 for Solicitation No. RFP-4453-18-DH for Contract for Professional Engineering Services per the itemized fee proposal submitted with your proposal response for the City of Grand Junction. This renewal shall cover January 2, 2019 – December 31, 2019.

Upon receipt of the fully signed contract renewal, return to the Purchasing Division your current Proof of Insurance Certificate.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff
9F789E7D50F148C

Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Huddleston-Berry Engineering & Testing, LLC

By: DocuSigned by:
Michael A. Berry, P.E. - Huddleston-Berry Engineering & Testing, LLC
69D289CF3B491D6

Title: Member Owner

Date: 12/13/2018 | 07:40 MST



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 1st day of March, 2018 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Huddleston-Berry Engineering & Testing, LLC 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 Contract for Professional Geotechnical Engineering Services RFP-4453-18-DH.

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;

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

Contract Documents: 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; **Contract for Professional Geotechnical Engineering Services;**
- c. Contractors Response to the Solicitation
- d. Work Change Requests (directing that changed work be performed);

- e. Field Orders
- f. Change Orders.

ARTICLE 2

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

ARTICLE 3

Contract Work: 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

Contract Time: The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, as per the Contractor's submitted itemized 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.

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

ARTICLE 6

Contract Binding: 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.



LETTER OF INTENT

Date: February 13, 2018

Company: Huddleston-Berry Engineering & Testing, LLC

Project: Contract for Professional Geotechnical Engineering Services (RFP-4453-18-DH)

Based upon review of the proposals received for Contract for Professional Geotechnical Engineering Services (RFP-4453-18-DH), your company has been selected as the preferred proposer of this solicitation process. It is the intent of the City of Grand Junction to award the aforementioned contract to your company as is listed in the RFP documents and your proposal response.

This contract must be approved by the City Manager prior to award and a contract being issued.

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

Thank you and Best Regards

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a white background.

Duane Hoff Jr., Senior Buyer

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4453-18-DH Contract for Professional Geotechnical Engineering Services

Offeror must submit entire Form completed, dated and signed.

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

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

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

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

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

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

RECEIPT OF ADDENDA: the undersigned Contractor 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.

Huddleston-Berry Engineering & Testing, LLC

Company Name - (Typed or Printed)


Authorized Agent Signature

640 White Avenue

Address of Offeror

Grand Junction, CO 81501

City, State, and Zip Code

Michael A. Berry, P.E.

Authorized Agent - (Typed or Printed)

970-255-8005

Phone Number

mberry@huddlestonberry.com

E-mail Address of Agent

January 30, 2018

Date



Huddleston-Berry
Engineering & Testing, LLC

640 White Avenue
Grand Junction, Colorado 81501
Phone: 970-255-8005
Fax: 970-255-6818
Info@huddlestonberry.com

January 30, 2018

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

Attention: Mr. Duane Hoff Jr.

Subject: RFP-4453-18-DH
Contract for Professional Geotechnical Engineering Services

Dear Mr. Hoff,

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

The primary point of contact and authorized representative with Huddleston-Berry Engineering and Testing, LLC is Michael A. Berry, P.E (mberry@huddlestonberry.com). However, Jason D. Collard (jcollard@huddlestonberry.com) is also an authorized representative.

Huddleston-Berry Engineering and Testing, LLC has endeavored to be the preferred provider of geotechnical engineering, construction materials testing, and specialty inspection services in Grand Junction and the surrounding communities. Huddleston-Berry has worked extensively with the City of Grand Junction providing geotechnical engineering and construction materials testing services since our inception in 2005. Due to the depth and breadth of our staff experience, we will be able to meet any challenges encountered throughout the course of the contract.

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

Respectfully Submitted:

Huddleston-Berry Engineering and Testing, LLC

A handwritten signature in blue ink that reads "Michael A. Berry". The signature is written in a cursive style and is positioned below the company name.

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



Huddleston-Berry
Engineering & Testing, LLC

FORMAL RESPONSE

RFP-4453-18-DH

Contract for Professional Geotechnical Engineering Services

Prepared For:

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

Attention: Mr. Duane Hoff Jr.

January 30, 2018

**Huddleston-Berry Engineering and Testing, LLC
640 White Avenue
Grand Junction, Colorado 81501**

B. QUALIFICATIONS/EXPERIENCE/CREDENTIALS

B.1 COMPANY PROFILE

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

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



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

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

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

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

B.2.1 Member Owner / Engineering Manager

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

Education/Certifications:

- Bachelors of Science (Geological Engineering) – Colorado School of Mines, 1996
- Master of Science (Civil Engineering) – Drexel University, 2004
- Master of Science (Engineering Management) – Drexel University, 2004
- P.E. Colorado – No. 39010
- P.E. Utah – No. 5911977-2202
- P.E. Pennsylvania - No. 061836
- 40-Hour OSHA Hazardous Waste Operations and Emergency Response 29CFR1910(e), 1996
- 8-Hour OSHA Hazardous Waste Operations and Emergency Response Supervisor, 1999
- Radiation Safety Certification – Nuclear Testing Services

Professional History:

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

Professional Biography:

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

B.2.2 Member Owner / Laboratory Manager

Jason D. Collard; Vice President of Construction Services

Education/Certifications:

- International Code Council – Combination Building Inspector
Certificate #5036955-01
- International Code Council – Special Inspector, Structural Masonry
Certificate #5036955-01
- International Code Council – Certified Member since 2001
- NICET Level III – Construction Materials Testing Soils, E.T.
- NICET Level III – Construction Materials Testing Asphalt, E.T.
- NICET Level III – Construction Materials Testing Concrete, E.T.
- Radiation Safety Certification
- ACI – Field Grade I Certification
- Hazardous Waste Operations and Emergency Response - HAZMAT
- 40 Hour – OSHA Safety
- 8 Hour – Supervisor Training

Professional History:

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

Professional Biography:

Mr. Collard has over thirty years of experience in testing and supervising the testing of soils, concrete, asphalt, masonry, and other various special inspections. He is also experienced in the laboratory with the testing of soils, asphalt, and concrete. Mr. Collard has extensive experience in supervising testing operations and building inspections for large construction projects with multiple subordinate technicians. Recent large scale projects include Sandia National Labs and a \$1.2 billion micro-chip facility in New Mexico. Mr. Collard acted as project manager for testing and inspection services over large numbers of technicians for these and other projects.

B.2.3 Project Manager / Special Inspector

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

Education/Certifications:

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

Professional History:

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

Professional Biography:

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

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

B.2.4 Senior Technician / Special Inspector

Brian Rabe; Senior Engineering Technician/Special Inspector

Certifications:

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

Professional History:

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

Professional Biography:

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

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

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

B.2.5 Field, Engineering, and Laboratory Technicians

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

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

- NICET Highway Construction Level I
- NICET Asphalt Level II and III
- NICET Soils Level II and III
- NICET Concrete Level II and III
- CAPA A, B, and C
- ACI Lab Technician
- ACI Field Technician
- ICC Reinforced Concrete Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Building Special Inspector

Overall, HBET has the available local staff, and depth and breadth of experience to provide all necessary resources and provide the most responsive geotechnical engineering services for the City of Grand Junction.

B.3 LABORATORY SERVICES

Huddleston-Berry Engineering and Testing, LLC has a full service testing laboratory. Testing is performed by trained, certified technicians and the laboratory adheres to the requirements of AASHTO R18, CCRL C1077, ASTM C1077, D3740 and D3666. Laboratory Services include, but are not limited to basic soils testing, soil mechanics testing, concrete and masonry properties testing, and asphalt properties testing.

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



B.4 RELEVANT EXPERIENCE

The staff at Huddlestone-Berry Engineering and Testing, LLC has a wide range of expertise and experience in geotechnical investigations, geotechnical engineering, geotechnical support, construction materials testing, and special inspections. Following is a brief compilation of relevant project experience demonstrating our capability to handle all of the required geotechnical engineering services for the City of Grand Junction.

7th Street Reconstruction (2018) – Grand Junction, Colorado

HBET is currently conducting a geotechnical investigation for the reconstruction of 7th Street in Grand Junction.

Las Colonias Business Park (2018) – Grand Junction, Colorado

HBET conducted a geotechnical investigation and developed foundation and pavement recommendations for the new Las Colonias Business Park in Grand Junction.

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

HBET is currently conducting special inspections and materials testing during construction of a large addition to the Colorado Canyons Hospital.

Cardiovascular Center of Excellence (2016-Present) – Grand Junction, Colorado

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

Bookcliff Highlands (2015-Present) – Grand Junction, Colorado

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

Psychiatric Hospital (2015-Present) – Grand Junction, Colorado

HBET conducted a geotechnical investigation and developed foundation and pavement recommendations for new facilities on the Mind Springs campus in Grand Junction. HBET is currently conducting special inspections and materials testing during construction.

North Avenue Residence Halls, Campbell College Center, Phase V Student Housing, Tomlinson Library Addition, Nursing Campus, Engineering Building, Colorado Mesa University (2008-Present) – Grand Junction, Colorado

HBET conducted geotechnical investigations and developed foundation recommendations for six proposed new multi-story residence halls, the Campbell College Center, Tomlinson Library addition, new Nursing campus, and new Engineering Building on the Colorado Mesa University campus. HBET conducted special inspections and materials testing during construction of the residence halls and library addition.

Wellbrook Skilled Nursing (2015-2017) – Grand Junction, Colorado

HBET conducted a geotechnical investigation and developed foundation and pavement recommendations for a new 34,000 square-foot skilled nursing facility in Grand Junction. HBET conducted special inspections and materials testing during construction.

Grand Junction Skilled Nursing (2015-2017) – Grand Junction, Colorado

HBET conducted a geotechnical investigation and developed foundation and pavement recommendations for a new multi-story skilled nursing facility in Grand Junction. HBET conducted special inspections and materials testing during construction.

Pathways Village (2014-2016) – Grand Junction, Colorado

HBET conducted a geotechnical investigation and developed foundation and pavement recommendations for a three story apartment building and three story family center in Grand Junction. HBET conducted special inspections and materials testing during construction.

Independence Academy (2014-2016) – Grand Junction, Colorado

HBET conducted a geotechnical investigation for the proposed new Independence Academy campus in Grand Junction. HBET developed recommendations for foundations, pavements, and earthwork. HBET conducted special inspections and materials testing during construction.

Mesa County Fairgrounds Improvements (2013-2014) – Grand Junction, Colorado

HBET conducted a geotechnical investigation for proposed improvements to the Mesa County Fairgrounds. The improvements are anticipated to include new structures, new access to Highway 50, new utilities, and new parking lots. HBET developed recommendations for foundations, pavements, and earthwork. HBET conducted special inspections and materials testing during construction.

Fruita Consumers Co-op (2013-2015) – Fruita, Colorado

HBET conducted a geotechnical investigation for proposed expansion of the Fruita Consumers Co-op. HBET developed recommendations for foundations, pavements, and earthwork. HBET conducted special inspections and materials testing during construction.

Avalon Theatre Alterations (2012-2014) – Grand Junction, Colorado

HBET conducted a geotechnical investigation and developed foundation recommendations for the proposed expansion of the Avalon Theatre in Grand Junction. The foundation recommendations considered the impacts of new construction on the existing, historical building. HBET conducted special inspections and materials testing during construction.

St. Joseph Catholic Church (2012-2015) – Grand Junction, Colorado

HBET conducted a geotechnical investigation for a proposed new day chapel and parish hall at St. Joseph Catholic Church. HBET developed recommendations for foundations, pavements, and earthwork. HBET conducted special inspections and materials testing during construction.

Airport Office Building (2012) – Grand Junction, Colorado

Huddlestone-Berry conducted a geotechnical investigation for a proposed new multi-story office building at the Grand Junction Regional Airport. HBET developed recommendations for structure foundations, pavements, and earthwork for the project.

C. STRATEGY AND IMPLEMENTATION PLAN

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

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

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

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

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

D. REFERENCES

John Boulden
Schmueser Gordon Meyer
2768 Compass Drive, Suite 102
Grand Junction, CO 81506
Phone: 970-245-2571
Email: johnb@sgm-inc.com

Lance Kramer
FCI Constructors, Inc.
3070 I-70B, Bld. A
Grand Junction, CO 81504
Phone: 970-434-9093
Email: lkramer@fciol.com

Bret Guillory
JUB Engineers, Inc.
305 S. Main Street, Suite 6
Palisade, CO 81526
Phone: 970-208-8508

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Greg Linza
Mesa County Facilities and Parks
315 N. Spruce Street
Grand Junction, CO 81501
Phone: 970-244-3232
Email: greg.linza@mesacounty.us

Tim Spach
Grand Junction Housing Authority
8 Foresight Circle
Grand Junction, CO 81505
Phone: 970-208-9558
Email: tspach@gjha.org

Rick Dorris
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501
Phone: 970-256-4035
Email: rickdo@gjcity.org



E. FEE PROPOSAL

The following rates will be used for City of Grand Junction projects for the 2018 calendar year. However, individual proposals will be developed for each project.

PERSONNEL

Technician I	(soils, non-structural concrete, & sample preparation)	\$ 55.00
Technician II	(asphalt, coring & sample preparation)	\$ 55.00
Inspector I	(structural concrete, reinforcing, masonry, piers, & piles)	\$ 65.00
Inspector II	(structural steel, wood framing & fire proofing)	\$ 75.00
Staff Geologist/Engineer		\$ 75.00
Project Management/Review		\$ 85.00
Senior Manager/Geologist/Engineer		\$ 115.00
Overtime	(Over 8 Hours per day, Evenings 6pm to 6am, & Weekends)	1.5 x Rate
Overtime	(Holidays)	2 x Rate

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

LABORATORY TESTING

SOILS		COMPRESSIVE STRENGTH	
Classification (Atterberg limits/Sieve)	\$ 130.00	f _c , Cylinders (bonded caps)	\$ 24.00
Hydrometer	\$ 65.00	f _c , Cylinders (unbonded caps)	\$ 20.00
Swell/Consolidation	\$ 75.00	f _c , Drilled Cores	\$ 35.00
Soluble Sulfates	\$ 25.00	f _c , Grout	\$ 22.00
Standard Proctor (ASTM D698 or AASHTO T99)	\$ 115.00	f _c , Mortar	\$ 18.00
Modified Proctor (ASTM D1557 or AASHTO T180)	\$ 125.00	f _c , CMU (ungrouted)	\$ 90.00
California Bearing Ratio (CBR)	\$ 250.00	f _c , CMU (grouted)	\$ 115.00
		Block Unit Weight and Absorption	\$ 35.00
		Flexural Strength of Beams	\$ 75.00
ASPHALT		FIREPROOFING	
Maximum Theoretical Specific Gravity	\$ 70.00	Density	\$ 75.00
Bulk Density	\$ 175.00	Bond Test	\$ 75.00
Marshall Flow and Stability	\$ 25.00		
Vacuum Extraction/Ignition AC	\$ 100.00		
Gradation of Extracted Aggregate	\$ 75.00		
Sub-consultant Services/Special Testing	Cost +20%	Additional testing services available upon request.	
Out of town living expenses, commercial travel costs, equipment rental, freight, etc	Cost +20%		

DIRECT COSTS

HBET Trip Charge	(Grand Valley)	WAIVED
HBET Trip Charge	(Outside Grand Valley @ per mile)	\$ 0.75
Drill Rig Mobilization	(per mile)	\$2.75
Soil Boring	(per hour)	\$200.00
Rock Coring	(per foot – in addition to soil boring hourly rate)	\$7.50
Air Compressor	(per day – for rock coring)	\$275.00
Other Direct Costs		Cost + 10%

F. LEGAL PROCEEDINGS/LAWSUITS

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

Residence – Grand Junction, Colorado

HBET conducted a geotechnical investigation for the property and developed foundation recommendations for a single-family residence. Unfortunately, the structure experienced differential movements. However, after extensive evaluation by plaintiff and defense experts, it was determined that the damages were not the result of any negligence on the part of Huddleston-Berry. The case against Huddleston-Berry was dismissed.

Residence – Grand Junction, Colorado

HBET conducted a geotechnical investigation for the property and developed foundation recommendations for a single-family residence. Unfortunately, the structure experienced differential movements. The geotechnical report prepared by Huddleston-Berry fully disclosed the risk of structural movement associated with the expansive shale bedrock at the site. In addition, the report outlined specific recommendations for mitigating the risk. Unfortunately, the builder ignored many of the recommendations in the report. While the structure was supported by a drilled pier foundation per our recommendations, the grading around the structure was extremely flat and did not meet our recommendations. However, as an alternative to incurring large expenses to take the case to trial, the case was settled out of court.

Commercial Project – Grand Junction, Colorado

HBET conducted a geotechnical investigation for the property and developed foundation and pavement recommendations for the project. In addition, HBET conducted materials testing and special inspections during construction. Unfortunately, the owner has claimed that there are defects in the construction. The structure is supported by piles and HBET does not believe that any foundation movements have occurred. In general, HBET does not believe that any of the alleged defects are the result of negligence on the part of HBET. The case is currently ongoing.

Residential Subdivision – Grand Junction, Colorado

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

G. ADDITIONAL DATA

As the preferred provider of geotechnical services in Western Colorado, HBET is often under contract with the contractor to provide Quality Control testing/inspections. As an unbiased, independent company, HBET does not believe that there is a conflict of interest with regard to HBET providing both Quality Control testing for the contractor and Quality Assurance testing for the City of Grand Junction (City). However, in the event that HBET is already contracted to provide Quality Control testing for the contractor and the City believes that a conflict of interest does exist, HBET will not be able to provide Quality Assurance testing on that specific project.



**Request for Proposal
RFP-4453-18-DH**

**Contract for Professional Geotechnical
Engineering Services**

RESPONSES DUE:

January 31, 2018 prior to 3:30 PM MST

Accepting Electronic Responses Only

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

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

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

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

(970) 244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction 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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Section

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

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

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

RFP QUESTIONS:

Name, Title

Email

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

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

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

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

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

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

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

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

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and 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 any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of Services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the Services under a contract with the Firm.
- 2.5. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the Services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the Services or an adjustment in the contract sum or the contract time.
- 2.6. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the Services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.7. Uncovering & Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.8. Acceptance Not Waiver:** The Owner's acceptance or approval of any Services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his Services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.9. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.10. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

- 2.11. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.12. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.13. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be done or information that comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.15. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.16. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.17. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.17.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.17.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.17.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 2.18. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et. seq.* (House Bill 06-1343).
- 2.19. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.20. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.21. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.22. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.23. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subFirm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.24. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Servicesers' Compensation, normally provided by the Owner for its employees.
- 2.25. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination

by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

- 2.26. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.27. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.28. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.29. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.30. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.31. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.32. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.33. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.34. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

- 2.35. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.36. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.37. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.38. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.39. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.40. Definitions:**
- 2.40.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.40.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.40.3. "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence Services without clarifying Drawings, Specifications, or Interpretations.
- 2.40.4. "Sub-Contractor" is a person or organization who has a direct contract with the Firm to perform any of the Services at the site. The term sub-contractor is

referred to throughout the contract documents and means a sub-contractor or his authorized representative.

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

SECTION 3.0: INSURANCE REQUIREMENTS

- 3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) **Worker Compensation:** Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

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

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

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

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

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

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

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

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

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

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

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

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

4.2. Special Conditions/Provisions:

4.2.1 Price/Fees: Services pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, drawings, engineering work, shipping/freight, licenses, permits, fees, etc.

Provide a complete list of all potential costs with associated services, as may be related to geotechnical engineering, and materials testing services. The list should be broken down into both hourly rates, and flat rate fees, as may apply.

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

4.2.2 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 geotechnical engineering, on an "as needed" basis, to include, but not be limited to: initial design, final design, construction documents, phasing of projects-as needed, etc.

4.4. RFP Tentative Time Schedule:

- Request for Proposal available January 16, 2018
- Inquiry deadline, no questions after this date January 25, 2018
- Addendum Posted January 26, 2018

- Submittal deadline for proposals January 31, 2018
- Owner evaluation of proposals February 1 - 6, 2018
- Final selection February 8, 2018
- Contract execution February 9, 2018

4.5. Questions Regarding Scope of Services:

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

- 4.6. Contract:** Contract shall commence upon award and will run through December 31, 2018. The awarded Firm and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Firm and the Owner, be extended under the terms and conditions of the contract for three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

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

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

- F. Legal Proceedings/Lawsuits:** State any and all legal proceedings, and or lawsuits you firm has been involved with in the last 3 years, is currently involved with, and/or has pending. Describe the reason for each instance, and the outcome.
- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

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

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

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

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

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

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

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4453-18-DH Contract for Professional Geotechnical Engineering Services

Offeror must submit entire Form completed, dated and signed.

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

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

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

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

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

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

RECEIPT OF ADDENDA: the undersigned Contractor 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