

**City of Fruita
Request for Proposals
Kokopelli Section Riverfront Trail
Geotechnical Investigation**

**City of Fruita
325 East Aspen Street
Fruita, CO 81521
970-858-8377
www.fruita.org**

Request for Proposals Kokopelli Section Riverfront Trail Geotechnical Investigation

Introduction

The City of Fruita (COF) is seeking proposals from qualified Consultants to perform a geotechnical investigation for the Kokopelli Trail section of the Riverfront Trail System. This section of trail will extend approximately 5.75 miles from the Lower Little Salt Wash Riverfront Trail Connection (LLSW Trail) north of I-70 west to the Kokopelli Trail System located west of the Loma Exit on I-70.

Scope of Services

The selected consultant will provide a Geotechnical Investigation for the proposed trail alignment as shown on Exhibit A. This Geotechnical Investigation shall include the following:

1. Subsurface soils investigation
2. Geologic hazards evaluation
3. Two (2) Pavement section designs; standard regional trail and heavy truck crossings
4. Bridge Abutment foundation recommendations
5. Retaining wall parameters
6. Soil proctors / classification
7. Soil mechanics
8. Swell / consolidation evaluation

The COF expects a minimum of 3 shallow test holes per mile of trail with deep foundation investigations at each abutment of the bridge crossings.

Project Description

The Kokopelli Trail section is expected to be a 10 foot wide concrete trail with gravel shoulders extending from the LLSW Trail to the Kokopelli Trail System. The proposed trail alignment follows existing easements from the LLSW trail to the COF Waste Water Reclamation Facility (WWRF) property. A preliminary alignment has been cleared through the WWRF property. The trail alignment passes into CDOT Right of Way after leaving the WWRF property. The successful consultant is required to obtain a CDOT Special Use Permit for access to the I-70 Right of Way. The trail remains in CDOT Right of Way from Reed Wash west until it reaches BLM land. There are two alternative trail locations along I-70, on the north and south sides of the Right of Way. Retaining walls may be required for the south alternative as it passes beneath the I-70 bridges and extends west between the interstate and Colorado River. The north alternative may require a retaining wall as it passes between the Loma off ramp and cut slope. There are two bridge crossings within this project, one at the Big Salt Wash and one at Reed Wash. The trail will cross a Grand Valley Drainage District ditch requiring a large diameter culvert.

Submittal Requirements

Qualified consultants interested in performing the work described in this RFP should include the following information in a proposal to the City:

- Describe the firms geotechnical experience and familiarity with similar public projects
- Provide a description of the approach for completing the Investigation
- Provide a summary of testing capabilities
- Provide any other relevant information regarding your knowledge, expertise or other unique qualifications related to the project description listed above.
- Provide a summary of personnel and laboratory certifications that may be applicable
- Provide a schedule for completion of the project.
- Provide a Cost for completion of the project.
- Provide a list of 5 references.

Selection Process

Selection Criteria

A selection committee will evaluate the submitted proposals based on the following criteria. These Criteria will be weighted as shown and will be rated by a selection committee. The rating scale will be from 1 to 5, with 1 being a poor rating, 3 being an average rating and 5 being an outstanding rating. The consultant with the highest average rating from the selection committee will be awarded the project.

Criteria	Weight	Standard
Completeness and Accuracy of Proposal	5%	Does the proposal address the Submittal Requirements?
Past Experience on Previous Local Projects	5%	Is the company familiar with Fruita soils?
Company Background and Technical Expertise	20%	Does the company have the support capabilities and personnel with the expertise to complete the project?
Previous Experience on Projects Similar in Scope	20%	Has the company completed previous projects similar in scope?
Project Approach	25%	Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?
Proposal Cost and Schedule	25%	Can the schedule be met? What is the cost?

The City of Fruita reserves the right to accept or reject any or all proposals received as a result of this request, to further negotiate with the successful consultant and to waive informalities and minor irregularities in proposals received, and to accept any portion of the proposal if deemed in the best interest

of the COF.

Schedule

The City would like to encumber the funds for this Geotechnical Investigation during the 2015 calendar year. To accomplish this we are requiring proposals be submitted no later than **Friday, December 24 at 12:00 pm (Noon)**. The review committee will evaluate the proposals according to the selection criteria above and determine the successful consultant. A contract will be prepared and provided to the successful consultant by Tuesday December 29, 2015. A draft contract is provided in Exhibit B of this RFP. The COF would like to have the final report March.

Proposals may be mailed or hand delivered to the following address:

City of Fruita
Engineering Department
Attention: Sam Atkins
325 East Aspen Street
Fruita, Colorado 81521

Questions Resulting from this Request for Proposals

Questions regarding this request for proposals, including the scope of services may be directed to:

Sam Atkins
City Engineer
325 East Aspen Street
Fruita Colorado 81521
970-858-8377
satkins@fruita.org

Or:

John Vasey
Project Engineer
325 East Aspen Street
Fruita Colorado 81521
970-858-8377 Office – 970-433-8523 Cell
jvasey@fruita.org

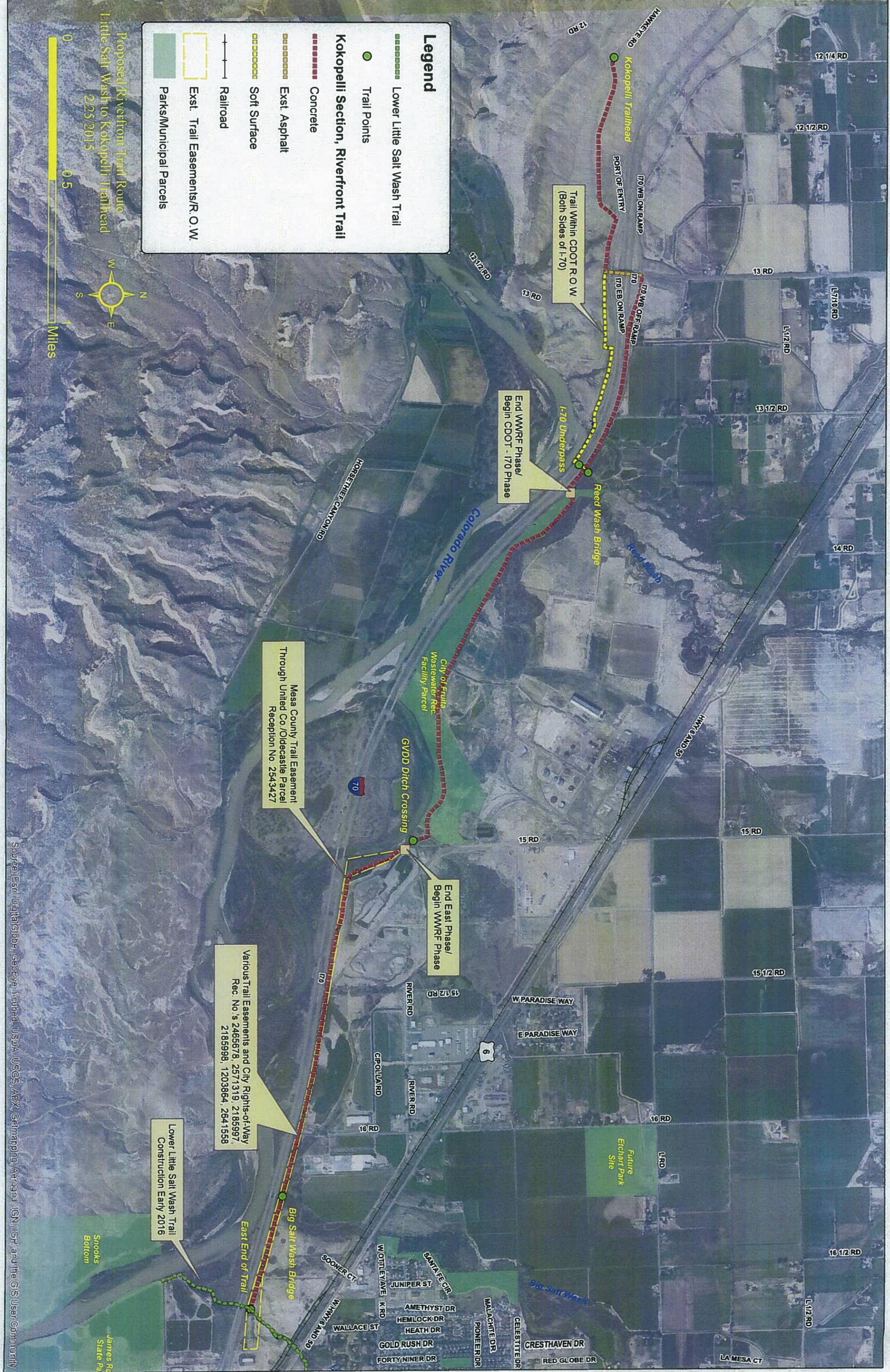
EXHIBIT A

**PRELIMINARY TRAIL
ALIGNMENT**

Legend

- Lower Little Salt Wash Trail
- Trail Points
- Kokopelli Section, Riverfront Trail
- Concrete
- Exst Asphalt
- Soft Surface
- Railroad
- Exst. Trail Easements/R.O.W
- Parks/Municipal Parcels

Proposed Riverfront Trail Route
 Little Salt Wash to Kokopelli Trailhead
 2/25/2015



Trail Within CDOT R.O.W
 (Both Sides of I-70)

End WWRF Phase/
 Begin CDOT - I70 Phase

Mesa County Trail Easement
 Through United Co/Oldcastle Parcel
 Reception No. 2543427

End East Phase/
 Begin WWRF Phase

Various Trail Easements and City Rights-of-Way
 Rec. No.'s 2465678, 2571319, 2185997,
 2185998, 1203864, 2641558

Lower Little Salt Wash Trail
 Construction Early 2016

Source: Esri, DigitalGlobe, GeoEye, AeroGRID, USDA, USGS, AEX, @mapping, Aerial, IGN, IGP, and the GIS User Community

EXHIBIT B

DRAFT CONTRACT

SAMPLE CONSULTANT AGREEMENT

**AN AGREEMENT BY AND BETWEEN THE CITY/TOWN OF _____,
AND _____,
FOR _____**

1.0 PARTIES

The parties to this Agreement are the City/Town of _____,
a Colorado municipal corporation, hereinafter referred to as the
"City/Town", and _____, hereinafter
referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

2.1 The City/Town desires to engage the Contractor for the
purpose of _____.

2.2 The Contractor represents that it has the special expertise
and background necessary to provide the City/Town with the
services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City/Town with the specific
professional services as set forth in Exhibit "A" attached hereto
and incorporated herein by reference.

4.0 COMPENSATION

4.1 The City/Town shall pay the Contractor for services under
this agreement a total not to exceed the amounts set forth in
Exhibit "B" attached hereto and incorporated herein by this
reference. Such amounts shall be inclusive of all costs of
whatsoever nature associated with the Contractor's efforts,
including but not limited to salaries, benefits, expenses,
overhead, administration, profits, and outside consultant
fees. No hourly charges shall exceed the hourly rates
identified in Exhibit "B". The scope of services and payment
therefor shall only be changed by a properly authorized
amendment to this Agreement. No City/Town employee has the
authority to bind the City/Town with regard to any payment
for any services which exceeds the amount payable under the
terms of this Agreement.

4.2 The Contractor shall submit monthly a detailed invoice to the
City/Town describing the professional services rendered. The
invoice shall document the hours spent on the project
identifying by work category and subcategory the work
performed for the month, the hours worked by employee, and

the hourly rate charged for that work. The City/Town shall have access to backup payroll documentation identifying individual employee, date, and hours worked. The City/Town shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The City/Town designates _____, as the responsible City/Town staff member to provide direction to the Contractor during the conduct of the project. The Contractor shall comply with the directions given by _____.

5.2 The Contractor designates _____ as its project manager. The City/Town may rely upon the guidance, opinions, and recommendations provided by the Contractor and its representatives. Should any of the representatives be replaced, particularly _____, and such replacement require the City/Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

The Contractor's services under this Agreement shall commence on _____, 20____, and shall be completed by no later than _____, 20____.

7.0 INSURANCE

7.1 The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

7.1.1 Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain or insure the activity of Contractor's Subcontractors in Contractor's own policy, the minimum insurance coverages listed below. Such coverages shall be procured and

maintained with forms and insurers acceptable to the City/Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- 7.1.1.1 Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.
- 7.1.1.2 Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and 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, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
- 7.1.1.3 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 with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
- 7.1.1.4 **[insert the following sentence for engineers and architects, including landscape architects]** Professional Liability insurance with minimum limits of ONE MILLION DOLLARS

(\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000). [insert the following sentence for lawyers and accountants only] Professional Liability insurance with minimum limits of FIVE HUNDRED THOUSAND (\$500,000) each claim and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate.

[City/Town: For other types of professionals, consider inserting other applicable types of insurance, such as Miscellaneous Professional Liability Insurance, in lieu of 7.1.1.4.]

7.1.2 The policies required above, except for the Workers' Compensation insurance, Employers' Liability insurance, and Professional Liability insurance, shall be endorsed to include the City/Town, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City/Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

7.1.3 Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City/Town. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City/Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City/Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.1.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall

constitute a material breach of contract upon which the City/Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City/Town shall be repaid by Contractor to the City/Town upon demand, or the City/Town may offset the cost of the premiums against any monies due to Contractor from the Owner.

7.1.5 The parties hereto understand and agree that the City/Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City/Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City/Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for who Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City/Town.

9.0 QUALITY OF WORK

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the City/Town. Any provisions in this Agreement that may appear to give the City/Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the City/Town as to end results of the work only. As an independent contractor, Contractor is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City/Town's prior written consent.

12.0 DEFAULT

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

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the City/Town for its convenience and without cause of any nature by giving written notice at least seven (7) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the total amount set forth in Exhibit B, and upon such payment, all obligations of the City/Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which

may be available to it.

14.0 INSPECTION

The City/Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 ENFORCEMENT

15.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

15.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of _____ County in connection with any dispute arising out of or in any matter connected with this Agreement.

16.0 COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City/Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

18.0 EQUAL OPPORTUNITY EMPLOYER

18.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

18.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

DATED: _____, 20____

CITY/TOWN OF _____, CONTRACTOR:
A Colorado Municipal Corporation

City/Town of _____
_____, CO, _____

By: _____ By: _____
Its: _____ Its President

Attest: _____ Attest: _____
Secretary

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