

**REQUEST FOR QUALIFICATIONS AND PROPOSAL**

**DESIGN, ENGINEERING, and**  
**CONSTRUCTION MANAGEMENT SERVICES**

**FOR**

**TOWN OF PALISADE & CDOT ELBERTA  
MULTI-MODAL IMPROVEMENT PROJECT**

**CONNECTING OUR COMMUNITY –  
MULTI-MODAL PATH FROM WINE VALLEY ROAD TO 1<sup>ST</sup> STREET  
ON WEST SIDE OF ELBERTA AVENUE**

**CDOT PROJECT NO. RMS MO21-006 / SA# 25363 - RMS**

**Palisade / Elberta  
Multi-Modal Improvement Project**



**December 15, 2023**

**ISSUED BY:**

**TOWN OF PALISADE  
P.O. 128  
175 East 3<sup>rd</sup> Street  
Palisade, CO 81526  
970-464-5602**

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# PART 1 - GENERAL

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## I. Purpose

Town of Palisade is soliciting proposals from qualified consultants for design, engineering and construction management services for the above mentioned transportation project. **All proposers shall be pre-qualified with the Colorado Department of Transportation (CDOT) for roadway design. Consultant or sub-consultant shall be included on CDOT list of qualified acquisition and relocation agents for ROW acquisition associated with this project.**

## II. Scope of Services

The services will consist of surveying, detailed multi-use path design generally consisting of overall plan preparation, drainage evaluations, geotechnical investigation and report, specification preparation, Right of Way acquisition support, Subsurface Utility Engineering (SUE), and will include construction management services per CDOT procedures.

### A. General Project Description

Town of Palisade has received state grant funds for the design of a multi-modal path improvement project. CDOT Region 3 is partnering with Palisade on this project.

This project generally consists of design and engineering of a detached multi-use path on the west side of Elberta Avenue from Wine Valley Road to First Street. This project includes two (2) pedestrian bridges over the Grand Valley Water Users High Line Canal, along with a crossing of the Palisade Irrigation District's Price Ditch facility

### B. Project Requirements

CDOT has determined the contract goal for DBE participation in this Contract will be zero percent (0%). Use of B2Gnow will be required for this project.

### General Requirements

- The consultant will be expected to provide a full range of engineering services and accept project management responsibility at all levels. The services shown below are not to be considered the final scope of work. The final scope of work will be determined between the selected consultant and the Town.
- All work shall be completed using the latest AASHTO and CDOT design and construction standards or guidelines, practices, and procedures.
- This project will be a Design - Bid - Build delivery method.

## Preliminary Design (FIR)

- At the preliminary design level the consultant will be required to provide detailed design plans for all components of the project. A status set of plans will be kept available to the Town for review and submittal to the appropriate agencies, utility companies, and affected property owners as needed.
- The plans must locate all existing utilities and structures. They must be shown both horizontally and vertically and in relation to the proposed improvements. All utility conflicts must be identified and relocation/removal plans must be coordinated through the appropriate utility companies. The consultant will be required to provide a Subsurface Utility Engineering (SUE) report in accordance with CO SB-18-167 for the project.
- The Consultant will coordinate the identification and acquisition of rights-of-ways (ROW) and easements, and complete the preparation of right-of-way/easement exhibits and plans, arrange for appraisal services and perform the ROW acquisition process in accordance with CDOT protocol.
- CDOT Environmental Staff will be responsible for preparing documents in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA). For NEPA documentation the project will likely qualify as a Categorical Exclusion (Cat Ex).
- An initial site assessment will be conducted to determine if any hazardous materials may exist in the project area.
- During construction if one acre or more of earth disturbance is anticipated a CDPHE permit is required. A Storm Water Management Plan (SWMP) is one of the requirements for the CDPHE permit.
- All geotechnical investigation services required for the design of this project will be provided by the consultant. These services will include a detailed soils report.
- The consultant must provide detailed written monthly progress reports throughout the duration of the design. The progress reports will be part of the billing submitted monthly.
- A preliminary drainage report will be required for review which shall consider historical flows of the basin and suggest appropriate measures to address passing of such flows. The drainage report shall address all historical storm water crossings as well as analysis of the roadway drainage.
- At the completion of the Preliminary Design Phase, the consultant shall provide the Town with one (1) 11 x 17" set of review plans, related specifications (CDOT special provisions), and an Engineer's Estimate. The plans/specifications should be approximately 30% complete. The consultant shall also be prepared to provide the Town with drawings electronically (PDF format). The consultant shall attend a formal Field Inspection Review (FIR) meeting conducted by the Town and attended by CDOT staff.

Final Design (FOR)

- At the final design level the consultant will be required to provide detailed design plans for all aspects of the project. This includes roadway plan/profile, drainage, property restoration, erosion control, and traffic control sheets. Typical CDOT style 11”x17” size drawings will be required and they shall be plotted on high quality paper to ensure accuracy and scale. One set of final design drawings shall be signed and stamped by a Colorado registered professional engineer in legal size format.
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- Near the completion of the Final Design Phase the consultant shall provide the Town one (1) 11 x 17” set of review plans, related specifications, and an Engineer’s Opinion of Probable Construction Cost. The plans should be approximately 90% complete. The consultant shall be required to provide the Town with Final Drawings electronically (PDF format). The consultant shall attend a formal Final Office Review (FOR) meeting conducted by the Town and attended by CDOT staff.
  - The consultant shall address all Town of Palisade and CDOT comments received as a result of the FOR.
  - The consultant will be required to prepare contract documents and specifications. The technical specifications format shall be in the Colorado Department of Transportation

(CDOT) format. The bidding documents will contain Town standard contracts and bid

Forms that will be provided by the Town to the consultant.

Construction Administration

- The consultant may be selected to provide construction administration and project management including submittal review, documentation, and continuous full time field inspection for the project per CDOT protocol. Any required materials testing not provided by the construction contractor will be arranged by the Town.
- The consultant shall be required to produce “as constructed” drawings at the completion of the project. Final drawings shall also be submitted on cd in PDF format. All material submitted at the completion of the project shall become property of Palisade.
- The Resident Project Representative, throughout the duration of the construction, must also keep monthly progress reports, daily logs, and all other documentation as described in the CDOT Local Agency Manual. The Project Inspector must be CDOT Certified.

C. Project Schedule (Anticipated)

- RFQ Advertisement Issued----- December 15, 2023
- **Mandatory** Pre-proposal Meeting----- January 4, 2024 (1:30 PM)
- Proposals Due at Town Hall----- January 19, 2024 (4:00 PM)
- Shortlist by-----January 24, 2024
- Consultant Interviews-----January 31, 2024
- Contract Negotiations/Award----- February 7, 2024

A **mandatory** pre-proposal meeting will be held on January 4 (1:30 PM) at the Town of Palisade Board Room, in the Palisade Fire Station, on 7<sup>th</sup> Street, Palisade, CO. Consultants must attend and record their presence at the mandatory pre-proposal meeting. Proposals received from Consultants without record of presence at this meeting, will be considered noncompliant and rejected. This meeting will be the best time Consultants may ask questions pertaining to this

project. Town staff will be available to conduct site visits.

The project schedule currently anticipates the following milestones:

- Preliminary Design to be completed June, 2024.
- Final Design and R.O.W. Plans to be completed by December, 2024.
- R.O.W. acquisition, utilities relocation, and construction in June 2024 – March 2026.

### **III. Instructions to Consultants**

#### **A. Submittal Requirements**

Qualified consultants interested in performing the work described in this request for proposals should submit the following information to the Town in this order:

1. Qualifications of your firm and staff proposed to perform the work on this project.
2. A list of similar projects completed in the last five years.
3. A list of critical issues that the consultant considers to be of importance for the project.
4. Provide a scope of work for the proposed design and management of the project. Upon award of selection, the scope of work will be revised with Town staff to formulate the final scope of work for the project.
5. References from at least three other projects with similar requirements that have been completed within the past five years and that have involved the staff proposed to work on this project. As part of the reference check process, the Town may choose to visit one or more of the listed projects and/or request a copy of the plans and documentation completed.
6. A sample plan and profile sheet(s) of a similar project should be included in each submittal. Examples should be no smaller than 11”x17”.
7. Detail any experience your firm has with road design, drainage analysis and multi-use path.
8. Consultant’s willingness to enter into the Town of Palisade Standard Contract Agreement included as part of the RFP,
9. Limit the total length of your proposal to a maximum of 20 pages (excluding covers, ).
10. Submit a total of 1 hard copy of your proposal and an electronic PDF.
11. The RFP is available electronically by request in an email to [kfrasier@townofpalisade.org](mailto:kfrasier@townofpalisade.org)

**12. Proposals must be delivered to the Town of Palisade, Town Administrator,  
175 East 3rd Street, Palisade, CO 81526  
no later than 4:00pm January 19, 2024.**

13. Town of Palisade reserves the right to reject any and/or all proposals, 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 to be in the best interest of Palisade to do so.

14. The total cost of preparation and submission shall be borne by the consultant. All information submitted in response to this request for proposal is public after the Notice of Award has been issued. The consultant should not include as part of the proposal any information which they believe to be a trade secret or other privileged or confidential data. If the consultant wishes to include such material, then the material should be supplied under separate cover and identified as confidential. Entire proposals marked confidential will not be honored. Palisade will endeavor to keep that information confidential, separate and apart from the proposal subject to the provisions of the Colorado Open Records Act or order of court.

## **B. Contacts**

Questions related to the submittal requirements and procedures should be directed to:

Janet Hawkinson, MLAP  
Palisade Town Administrator  
970-296-0468 c [jhawkinson@townofpalisade.org](mailto:jhawkinson@townofpalisade.org)

## **PART 2 – SELECTION PROCESS**

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### **IV. Selection Criteria and Method**

The Town of Palisade Purchasing Professional Services Selection process prescribes the consultant selection criteria and method. Selection for this professional services contract will be based on qualifications. A selection committee shall include:

Palisade Board of Trustee, Public Works Director & Town Administrator.

#### **Selection Criteria**

##### **Review and Assessment**

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals and interview session.

The rating scales all be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

<b>WEIGHTING FACTOR</b>	<b>QUALIFICATION</b>	<b>STANDARD</b>
2.0	Scope of Proposal	Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?
2.0	Assigned Personnel	Do the persons who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?
2.0	Availability	Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work?
1.0	Motivation	Is the firm interested and are they capable of doing the work in the required time frame?
2.0	Firm Capability	Does the firm have the support capabilities the assigned personnel require? Has the firm done previous projects of this type and scope?

### Reference evaluation (Top Ranked Firm)

The Project Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

<b>QUALIFICATION</b>	<b>STANDARD</b>
Overall Performance	Would you hire this Professional again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems resolved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	If a study, did it meet the Scope of Work? If Professional administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effect?



## PART 3 – PROFESSIONAL SERVICES AGREEMENT

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### V. Terms and Conditions

The successful consultant, upon award of a formal contract, shall be paid on a specific rate of pay basis, not to exceed a stipulated amount without a prior authorization. The consultant may submit invoices at monthly intervals for work satisfactorily completed. The amount of such partial payment shall be based upon certified progress reports and billings covering work performed.

### VI. Agreement for Professional Services (Sample of Standard Contract)

THIS AGREEMENT is made and entered into this day of \_\_, by and between the Town of Palisade, State of Colorado, by and on behalf of \_\_, whose address is 175 East 3<sup>rd</sup> Street, Palisade, CO 81526, hereinafter referred to as “Palisade,” and \_\_\_\_\_, whose address is \_\_, hereinafter referred to as “Contract Professional.”

WITNESSETH:

WHEREAS, Palisade is in need of hiring an independent contract professional to perform the following “Palisade:” the professional services listed in the Scope of Services attached hereto as ordered by Palisade and

WHEREAS, Contract Professional has the time available and is willing to perform the Professional Services, according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall be from \_\_, through and until \_\_.
2. SERVICES PROVIDED BY CONTRACT PROFESSIONAL: Contract Professional agrees to perform the Professional Services for the compensation provided below and as attached in the Scope of Work.  
  
COMPENSATION: Palisade agrees to pay Contract Professional for all service performed hereunder as follows: the Professional Services shall be provided at the rates set forth in the Scope of Work and shall not exceed the maximum compensation of \$ \_\_\_\_\_. Invoices will be submitted by the Contract Professional monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. All compensation amounts payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. INDEPENDENT CONTRACTOR: Contract Professional agrees that he or she is an independent contractor and will not become an employee of Palisade, nor is he or she entitled to any employee benefits from Town as a result of the execution of this Agreement.

4. INDEMNIFICATION, DESIGN AND INSURANCE: Contract Professional shall indemnify Palisade and CDOT, its officers and employees, against liability for injury or damage caused by any negligent act or omission by Contract Professional in the performance of this Agreement and shall hold Palisade harmless from any loss occasioned as a result of the performance of this Agreement. Palisade shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services rendered by Contract Professional and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies. Contract Professional shall maintain commercial general liability insurance in the amount of \$500,000 combined single limits and errors and omissions insurance in the amount of \$1,000,000.
  
5. NON-ASSIGNMENT: Contract Professional may not assign or transfer this Agreement, any interest therein or claim thereunder, without the prior written approval of Palisade.
  
6. ACCESS TO RECORDS: Palisade shall have access to Contract Professional's financial records for the purposes of audit. Such records shall be complete and available for audit 90 days after final payment hereunder and shall be retained and available for audit purposes for at least five years after final payment hereunder.
  
7. TERMINATION: Either party may terminate this Agreement at any time by providing the other party with a 10-day written notice thereof. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement.
  
8. TIME OF THE ESSENCE: Time is of the essence in each and all provisions of this Agreement.
  
9. ENTIRE AGREEMENT/MODIFICATIONS: This Agreement constitutes the entire understanding between the parties with respect to the promises and covenants made therein. No modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both parties.
  
10. NON-APPROPRIATION: No portion of this Agreement shall be deemed to create an obligation on the part of Town to expend funds not otherwise appropriated in each succeeding year.
  
11. WAIVER OF IMMUNITIES/THIRD PARTY LIABILITY: No portion of this Agreement shall be deemed to constitute a waiver of any immunities of Town or its officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care with respect to any persons other than Town and not a party to this Agreement.

12. PALISADE REPRESENTATIVE: Town will designate, prior to commencement of work, its project representative (“Palisade Representative”) who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to Palisade Representative.
13. MONTHLY REPORT: Commencing thirty (30) days after the date of execution of this Agreement and every thirty (30) days thereafter, Contract Professional is required to provide Palisade Representative with a written report of the status of the work with respect to the Scope of Services, Work Schedule, and other material information. Failure to provide any required monthly report may, at the option of Palisade, suspend the processing of any partial payment request.
14. ACCEPTANCE NOT WAIVER: Palisade Department’s approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contract Professional of responsibility for the quality or technical accuracy of the work. Palisade Department’s approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to Palisade under this Agreement.
15. OTHER REQUIREMENTS: The design work under this contract shall be compatible with the requirements of a separate contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose.

Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

The Contract Professional shall review the construction contractor’s shop drawings for conformance with the contract documents and compliance with the provisions of the State’s publication, “Standard Specifications for Road and Bridge Construction”, in connection with this work.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this\_day of \_\_\_\_\_.

ATTEST: BOARD OF TRUSTEES, PALISADE, COLORADO

By: Town Clerk

CONTRACT PROFESSIONAL:

By: Date

Name:

Title:

SUBSCRIBED AND SWORN to before me this\_day of\_.\_.

WITNESS my hand and official seal.

My commission expires: