



REQUEST FOR PROPOSAL

To Provide

Professional Services

For

The Town of Vail Pavement Condition Survey Project

Town of Vail
Department of Public Works
Vail, Colorado

REQUEST FOR PROPOSALS
by:
TOWN OF VAIL
DEPARTMENT OF PUBLIC WORKS
June 25, 2021

ADVERTISEMENT AND NOTICE OF INVITATION

REQUESTS FOR PROPOSAL AVAILABLE:

Request for Proposal, including response submittal requirements for:

The Town of Vail Pavement Condition Survey Project

Will be available at the Town of Vail’s website, www.vailgov.com, on June 25, 2021. All proposers who download the RFP must register with Tom Kassmel at tkassmel@vailgov.com to be added to the RFP holder’s list and receive future updates. Failure to do so may result in disqualification. All questions shall be directed to Tom Kassmel at the above e-mail address by July 7, 2021 by 4:00 pm.

RESPONSE INFORMATION:

Proposals are due by **4:00 PM (MST)**..... **July 16, 2021**

E-mailed or Delivered to:

Town of Vail
Department of Public Works
1309 Elkhorn Drive
Vail, Colorado 81657
Attn: Tom Kassmel, PE
tkassmel@vailgov.com

RFP Questions deadline at 4:00 pm(MST)..... July 7, 2021

Contract Award (Anticipated)August 3, 2021

General Scope of Work

The Town of Vail, Colorado is seeking proposals for professional services from qualified teams to provide a pavement condition survey and field inspection reports along the Town’s ~32 miles of roadway, and input the data into Cartegraph OMS. The Town is also seeking proposals to import the historical MicroPaver v6.5 data into Cartegraph OMS in order to maintain a seamless historical database within Cartegraph.



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Project Background

Over the past 12 years the Town of Vail has collected pavement inspection data using the Army Corps of Engineers MicroPaver Field Inspection Manual and have had the data inputted into MicroPaver v6.5. The ~32 miles of roadway are currently separated into ~145 roadway segments with ~340 sample units that have been field inspected using the standard 20 distresses at severity levels of low, medium, or high. The historical data includes a pavement maintenance history log and other roadway attributes. This data is available in MicroPaver e65 format for review.

The Town is now in the process of transitioning from MicroPaver to Cartegraph OMS and desires to import the historical data into Cartegraph OMS, as well as collect updated data for a 2021 Pavement Condition Survey.

Work Duration

The expected completion for the above described work is December 31, 2021 or as approved by the Town of Vail.

Authorization to Proceed

Work shall not commence until written Notice to Proceed is received by the Consultant.

Project Standards

All work related to this project shall be compatible with Cartegraph OMS.

Work Description

Base Work:

The successful team will be required to inspect ~32 miles of roadway, provide field inspection reports, input the field data into Cartegraph OMS, and provide the resulting pavement condition survey reports and graphs for each roadway segment.

Additional Work:

As an additional option, the successful team may also provide a proposal to import the historical MicroPaver 6.5 data, available in .e65 format, into Cartegraph OMS in order to maintain a seamless historical database within Cartegraph.

Project Schedule

Contract Award..... August 3, 2021
Field Work Completion..... October 29, 2021
Final Project Completion..... December 31, 2021

Required Submittal

The consultant must provide the following information with respect to the Proposal. One (1) electronic copy (Format: PDF) is required to be submitted by 4:00pm July 16, 2021.

- A. Description of the approach to the project, noting project understanding, unique challenges, assessments, and project interpretation.
- B. Description of experience with emphasis on projects of a similar nature
- C. Specify personnel assigned by name, position, specific office location, and commitment of time to the Project. Attach resumes of assigned personnel.
- D. Cost to complete the project, including separate costs for the Base Work and the Additional Work. Please note the proposal is NOT required to include a proposal for the Additional Work if the proposing team is not able to complete this type of work.
- E. Provide a schedule to complete the work, including major milestones.
- F. Any reservations, conditions or constraints related to the request for proposals.

Data Available

The Town of Vail has the following data for use in this project:

- 1. MicroPaver 6.5 e65 file
- 2. Town of Vail roadway maps showing existing sample units

Receivables

The successful consultant shall submit, upon completion of the project, the following as required;

- A. Cartegraph OMS data file
- B. Pavement Condition reports and graphs in PDF format
- C. Field Inspection reports in PDF format

General Conditions

Limitations and Award

This RFP does not commit the Town of Vail to award or contract, nor to pay any costs incurred, in the preparation and submission of proposals in anticipation of a contract. The Town of Vail reserves the right to reject all or any submittal received as a result of this request, to negotiate with all qualified sources, or to cancel all or part of the RFP. After a priority listing of the final firms is established, the Town of Vail will negotiate a contract with the first priority firm. If negotiations cannot be successfully completed with the first priority firm, negotiations will be formally terminated and will be initiated with the second most qualified firm and, likewise, with the remaining firms.

Selection

Initial evaluation will be based upon the qualifications of the applicant. The Town of Vail reserves the right to not interview, and to make final consultant selection based upon the qualification statements and cost estimate.

Equal Employment Opportunity

The selected consultant team will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Contract Phasing

Proposed tasks within this RFP may be eliminated or expanded by the Town of Vail at any time due to the progression and sequencing of the scope of work.

Insurance Requirements

The Contractor shall obtain and maintain in force for the term of this Agreement the following insurance coverage's. Certificates of insurance evidencing such coverages shall be furnished to the Town at the time of signing this Agreement. Prior to cancellation of, or material change in, any requisite policy, thirty (30) days written notice shall be given to the Town through its risk manager. All automobile liability and general liability policies shall include the Town as an additional named insured by policy endorsement.

1. Automobile Liability (including owned, non-owned, and hired) in an amount not less than one million dollars (\$1,000,000) per individual and not less than one million dollars (\$1,000,000) per occurrence.
2. Worker's compensation and employer liability in accordance with the Worker's Compensation Act of the State of Colorado for employees doing work in Colorado in accordance with this Agreement.
3. Comprehensive General Liability (including personal injury) in an amount not less than five hundred thousand dollars (\$500,000) per individual and not less than one million dollars (\$1,000,000) per occurrence.
4. Professional Liability in an amount not less than one million dollars (\$1,000,000) each occurrence and aggregate.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2021 (the "Effective Date"), by and between the Town of Vail, 75 South Frontage Road, Vail, CO 81657, a Colorado home rule municipal corporation (the "Town"), and _____, an independent contractor with a principal place of business at _____, CO _____ ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$_____. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor 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. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$1,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of

Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to

subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

EXHIBIT A SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

-

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Vail (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

