



**REQUEST FOR PROPOSALS
CONSTRUCTION SERVICES**

EAGLE VALLEY TRAIL MINTURN SEGMENT

Issued Thursday, May 11, 2023

**SEALED PROPOSALS DUE
2:00 p.m., local time, June 7, 2023**

BIDS TO BE SENT OR DELIVERED TO:

EAGLE COUNTY GOVERNMENT
Kevin Sharkey, P.E., ECO Trails Program Manager
3289 Cooley Mesa Road (delivery)
P.O. Box 1070 (U.S. mail)
Gypsum, CO 81637
(970) 328-3523
kevin.sharkey@eaglecounty.us

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CONSTRUCTION SERVICES**

**EAGLE VALLEY TRAIL Minturn SEGMENT
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 - a. Geologic Hazard Evaluation, Ground Engineering, February 8, 2013
 - b. No Wetlands Permit Required Letter, USACE, May 27, 2016
 - c. Wetland Delineation Report, Western Ecological Resource, Inc. February 24, 2016
 - d. Wildlife Habitat Report, Western Ecological Resource, Inc. February 18, 2016
 - e. Archaeological Survey Report, Metcalf Archaeological Consultants, Inc, February 7, 2017
- XIII. Drawings ["Bid Plan Set"] – Eagle Valley Trails Construction Plans Dowd Junction to Minturn Segment, Eagle County, Colorado, Intermountain Engineering

I. OBJECTIVE OF THE REQUEST

The objective of the request is to select a highly-qualified General Contractor (GC) firm to provide Construction Services for the construction of improvements of the Eagle Valley Trail Minturn Segment property as defined in the following sections.

II. PROJECT SUMMARY

Project purpose is to construct all components of proposed improvements of the Eagle Valley Trail Minturn Segment including the paved trail, earthwork, retaining wall, railing, signs and all other components necessary to construct a quality trail in accordance with all permit requirements, construction documents, and applicable regulations.

Construction is expected to begin in July of 2023, and be completed by December 15, 2023. The contractor will work with Eagle County to complete the project in a reasonable amount of time. Actual construction schedule will depend on weather, permit restrictions, ground conditions, value engineering, schedule phasing efficiency, and other factors. Funding will not restrict the schedule.

Eagle County will manage the construction contract. The sample contract provided herein in Section X is provided as an example only and is subject to change at Owner and/or Eagle County's sole discretion.

There are no U.S. Federal Government or Colorado Department of Transportation funds for the project; therefore Davis-Bacon, DBE and other requirements customary to said funding will not apply to this work. The project is funded by Eagle County. This publicly owned project is tax-exempt.

III. PROJECT SCHEDULE

Proposal Due: **2:00 p.m., local time, June 7, 2023**

The final project schedule is not certain at this time; however, it is the Owner's intent to select the Construction Firm by June 9, 2023. It is anticipated that Construction Services will commence in July of 2023 and all components will be completed and ready for owner occupancy by December 15, 2023.

IV. GENERAL INSTRUCTIONS

1. **Proposals will be received via hand delivery, UPS, FedEx or DHL at the Eagle County Project Management Office, attention Kevin Sharkey, Trails Manager, 3289 Cooley Mesa Road Gypsum, CO 81637 or via U.S. Mail to the ECO Trails Office, attention Kevin Sharkey, Trails Manager, P.O. Box 1070, Gypsum, CO 81631 until 2:00 p.m., local time, June 7, 2023.** No telephone, email or facsimile proposals will be accepted. Any proposal received after this time will be considered non-responsive and returned unopened. Proposals will be evaluated only from those firms that meet the minimum criteria as set forth in the complete Request for Proposals document.
2. Any question, interpretation or clarification regarding this Request for Proposals (“RFP”) is required seven (7) calendar days prior to the due date. Responses, if any, will be issued by addenda posted to <http://www.eaglecounty.us>. All questions regarding this RFP or these instructions must be emailed to Kevin Sharkey at kevin.sharkey@eaglecounty.us. No additional questions will be accepted after the date and time referenced above unless good cause is shown as determined by Eagle County in its sole discretion. Oral interpretations shall be of no force and effect.
3. A mandatory pre-proposal meeting for all General Contractors who wish to submit proposals will take place on Wednesday, May 24, 2023 at 2:00 pm local time at the new Eagle Valley Trail pedestrian bridge at County Road across from the Meadow Mountain parking lot. Failure to attend will result in Proposal disqualification.
4. Examination of Proposal Documents and Site
 - a. Before submitting a Proposal, each Bidder shall (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local conditions that in any manner affect cost, progress or performance of the Work; (c) become familiar with federal, state and local laws, ordinances, rules and regulations that in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate the Bidder’s observations with the Contract Documents.
 - b. Access to the site is open.
 - c. The submission of a Proposal shall constitute an incontrovertible representation by the Bidder of compliance with every requirement of the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
5. Please provide two (2) hard copies and one Thumb Drive containing a PDF version of your proposal. Please include the name, address, and phone number of the firm’s submitting project personnel.

6. Eagle County reserves the right, in its sole discretion, to reject any and all proposals submitted in response to this RFP, and to waive or not waive informalities or irregularities in statements received, or RFP procedures. Eagle County also reserves the right to re-advertise, or to otherwise provide the services as determined by Eagle County to be in its best interest, and to accept any portion of a statement of qualification deemed to be in the best interests of Eagle County to do so. Eagle County may also choose to disregard all proposals and issue another RFP.
7. Eagle County may, at its sole discretion, modify or amend any and all provisions of these instructions or the RFP. If it becomes necessary to revise any part of the RFP, addenda will be provided through posting at <http://www.eaglecounty.us>. Eagle County reserves the right to extend the RFP submittal date or to postpone selection of the most qualified respondent(s).
8. Respondents are encouraged to clearly identify any proprietary or confidential data or information submitted with the statements of qualification. Regardless of whether or not so marked, Eagle County will endeavor to keep that information confidential, separate and apart from the statement of qualification. Notwithstanding the foregoing, respondent acknowledges that Eagle County may be required to release the information in accordance with state statute or order of the court.
9. Eagle County will not pay for any information requested herein, nor is it liable for any costs incurred by the respondent in connection with its response to this RFP.
10. No telephone or oral proposals will be accepted.
11. Proposals must be clearly identified on the front of the envelope or in the subject line of the email by RFP title. Responsibility for timely submittal of statements of qualifications lies solely with the respondent. Proposals received after the closing time specified will be considered non-responsive and will be returned unopened.
12. Complete sets of Proposal Documents shall be used for preparing proposals. Eagle County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Eagle County makes these Contract Documents available for the purpose of obtaining proposals and does not confer a license or grant for any other use.
13. Respondent(s) who submit a proposal are responsible for becoming fully informed regarding all circumstances, information, laws and any other matters that might, in any way, affect the respondent's role and responsibilities. Any failure to become fully knowledgeable shall be at the respondent's sole risk. Eagle County assumes no responsibility for any interpretations made by respondents on the basis of information provided in this RFP or through any other source.

14. All Respondents must complete and include with their proposals the following:

- a. Narrative Explaining General Approach to the Project,
- b. Summary of Firm and Project Team Experience,
- c. Discussion of Project Schedule and Budget Constraints,
- d. Summary of Practices and Procedures,
- e. Disclosure of Legal Issues.
- f. Completed GC Bid Proposal Form
- g. Proof of Ability to Secure Required Bonding and Insurance Coverage.

See Section VI for Special Instructions and Section VII for Bonding and Insurance Requirements.

15. All proposals will be reviewed by Eagle County and any other review as determined to be necessary. Respondents may be asked to supplement their initial proposal with additional written material. Eagle County may short list respondents based upon an evaluation of the written submittals. Eagle County may request in-person interviews with respondents prior to determining a short list and/or request a detailed presentation. The respondents achieving the highest scores on the decision matrix may be selected as the successful respondent. Eagle County will not supply the decision matrix forms to respondents.

16. Following evaluation of the proposals received by Eagle County in response to the RFP, the successful respondent will be given the first right to negotiate an agreement acceptable to Eagle County. In the event that an agreement satisfactory to Eagle County cannot be reached, Eagle County may enter into negotiations with one or more of the remaining respondents. The successful respondent shall commence work only after execution of an acceptable agreement and approval of insurance certificates and notice to proceed given by Eagle County.

This RFP is not intended to completely define the process for the ultimate selection of the successful respondent or the contractual relationship to be entered into with the successful respondent.

V. SELECTION CRITERIA

Respondents shall address each of the evaluation criteria listed below. These criteria are not listed in any order of evaluation priority and are a non-exhaustive list. Eagle County may seek additional information or perform further investigations as it deems necessary.

Evaluation Criteria	
a.	Narrative Explaining General Approach to the Project,
b.	Summary of Firm and Project Team Experience,
c.	Discussion of Project Schedule and Budget Constraints,
d.	Summary of Practices and Procedures,
e.	Disclosure of Legal Issues.
f.	Completed GC Bid Proposal Form
g.	Proof of Ability to Secure Required Bonding and Insurance Coverage.

VI. SPECIAL INSTRUCTIONS

Respondents shall address each of the evaluation criteria as described herein.

- A. Narrative Explaining General Approach to the Project: Provide a narrative or other form to explain your firm's intended approach to the overall Project. Identify who will be directly involved with the Project and how much time each person will be available to meet with the Project team. Describe the roles of each member of your proposed team.
- B. Summary of Firm and Project Team Experience: Each firm will be evaluated based on its overall experience providing preconstruction and construction services for public construction projects, experience with construction practices and procedures with Eagle County, Federal and State Government Agencies, Union Pacific Railroad and mountain environments. Evaluation of experience will include the following:
 - 1. Provide an organization chart graphically indicating how your firm would staff and structure the proposed team (both in the field and in the office) during the Pre-Construction and Construction phases.
 - 2. Resumes of the proposed members of the project management team who will be committed to the Project, both for Preconstruction Services and for possible Construction Services. Resumes must include a description of the person's qualifications, past experience with similar projects, and specific examples of projects they have undertaken that demonstrate their qualifications.
 - 3. The firm's experience in the preconstruction and construction process of civil projects. Provide specific examples of similar or larger projects and all applicable contact information, including owner, architect, engineer or other parties
 - 4. Provide a narrative describing your firm's familiarity with Eagle County and civil road and trail type projects with local agencies and CDOT construction conditions, codes and practices.
 - 5. Provide a list of the trades that you propose to perform with your own forces on this Project.
- C. Schedule and Budget Constraints: Identify your firm's ability to undertake and complete the Project in a timely manner.

- D. Practices and Procedures: Describe your firm's construction project management approach; quality control and assurance procedures; safety record and program; and any other pertinent factors as deemed appropriate for a project of this scope.
- E. Legal Issues: Are any lawsuits; Federal, State, or Local tax liens; or any potential claims or liabilities pending against your firm, your team members, or the officers of the team firms at this time? If yes, please explain. Please disclose any and all claims in the past 5 years.
- F. Completed Bid Form:

Bidders are instructed to complete all items for the Bid.

- G. Proof of Ability to Secure Required Bonding and Insurance Coverage

VII. INSURANCE REQUIREMENTS

1. Prior to the commencement of performance of any Construction Services for Eagle County, the successful respondent shall furnish to Eagle County a certificate of insurance documenting it has obtained insurance coverage for its operations on the Project, including, but not limited to the following:

- a. Workmen's Compensation insurance shall provide coverage as required by the laws of the State of Colorado. Coverage must include but not be limited to:
 - Contractor's statutory liability under the laws of the State of Colorado
 - Employers' liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit, \$500,000 each employee.

- b. Commercial General Liability Insurance written on ISO occurrence form GC 00 01 12 04 or its equivalent, issued to and covering the liability for damage imposed by law upon the CONTRACTOR and each Subcontractor with respect to all Work performed by them under the Agreement and covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury and advertising liability with minimum limits as follows:

Bodily Injury Liability:

Each Person:	\$1,000,000
Each Accident or Occurrence:	\$2,000,000

Property Damage Liability:

Each Accident or Occurrence:	\$1,000,000
Aggregate:	\$2,000,000

Products and completed operations aggregate \$2,000,000

Employers Liability, including \$500,000
Occupational Disease

Any one fire \$50,000

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, CONTRACTOR shall immediately obtain additional insurance to restore the full aggregate limit and furnish to OWNER a certificate or other document satisfactory to OWNER showing compliance with this provision.

- c. Pollution Legal Liability Insurance with minimum limits of liability of \$1,000,000 each claim and \$2,000,000 annual aggregate naming Eagle County

and the Colorado Department of Transportation (CDOT) as an additional insured to the policy (CG-00-01-10/93). If the policy is a component of the professional liability policy, the additional insured requirement is waived, and the policy shall be written on a claims made form, with an extended reporting period of at least two years following final acceptance of the work.

d. Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000. This policy shall become primary (drop down) in the event the primary liability policy limits are impaired or exhausted. The policy shall be written on an occurrence form and shall be following form of the primary. The following form excess liability shall include Eagle County and CDOT as additional insureds.

f. Comprehensive Automobile Insurance covering any auto (including owned, hired and non-owned autos) shall be carried with a minimum limit of \$1,000,000.00 each accident combined single limit. All liability and property damage insurance required hereunder shall be Comprehensive General and Automobile Bodily Injury and Property Damage form of policy.

g. CONTRACTOR'S Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the CONTRACTOR and each Subcontractor with respect to all Work under the Agreement performed for the CONTRACTOR by Subcontractors.

h. Completed Operations Liability Insurance for a minimum period of one year following final acceptance of the work.

All policies required above (except worker's compensation and employer's liability) must include Eagle County and CDOT as "Additional Insured" using ISO Additional Insured Endorsements GC 20 26 and CA 20 48 (or substitute forms providing equivalent coverage).

Performance or Other Bonds

- a. If issued Notice to Proceed, Contractor shall furnish performance and payment bonds, each in an amount at least equal to 100% of the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect at least until two years after the date of final payment, except as otherwise provided by law. Contractor shall also furnish other bonds as are required by the Contract Documents. All bonds shall be in the forms prescribed by the Contract Documents, and be executed by such sureties as (a) are licensed to conduct business in the state where the project is located, and (b) are named in the current list of "Companies

Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

- b. If the surety on any bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of clause (a) of this paragraph 13, Contractor shall within five days thereafter substitute another bond and surety, both of which shall be acceptable to Owner.

VIII. PROPOSAL SUBMITTAL FORM
THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

TO: Eagle County ECO Trails
P.O. Box 1070
289 Cooley Mesa Road
Gypsum, CO 81637

The undersigned, having examined the Bid Documents, and **Instructions to Respondents** and any and all documents related to the above referenced Request for Proposals:

- (a) Has visited the site for the Project and having full knowledge of the conditions under which the work must be performed, hereby proposes to enter into a Construction Agreement to perform such Work as set forth in the Contract Documents, of which this Proposal forms a part; and agrees to perform the Work and will furnish all required labor and materials and pay all incidental costs associated with such Work;
- (b) agrees to comply with all conditions, requirements, and instructions of the Request for Proposals as stated or implied therein;
- (c) Acknowledges the right of Eagle County in its sole discretion to reject any or all statements of qualifications submitted, and that an award may be made even though not the lowest cost or a short list of respondents may be identified;
- (d) Acknowledges and agrees that the discretion of Eagle County in selection of the successful respondents shall be final, not subject to review or attack; and
- (e) Acknowledges that this statement of qualifications is made with full knowledge of the foregoing and full agreement thereto.

By submission of this statement of qualifications, and signature below, the respondent acknowledges that he has the authority to sign this Proposal Submittal Form and bind the company named below. The proposer further acknowledges that Eagle County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to Eagle County of any and all information sought in such inquiry or investigation.

Company Name: _____
Title of Proposer: _____
Signature of Proposer: _____

IX. BID FORM

Attach bid form here