

**NOTICE
REQUEST FOR PROPOSALS
LAKE CREEK VILLAGE TRANSIT HUB DESIGN
ECO TRANSIT (EAGLE COUNTY), COLORADO**

Eagle, Colorado
March 30, 2023

ECO Transit of Eagle County is soliciting proposals for professional engineering services related to the design of the ECO Transit bus stop located at the Lake Creek Village Apartments. The deliverables for this project will include, but are not limited to, 100% Construction Plans, Construction Estimate, Specification and Special Provisions. This Request for Proposals (“RFP”) will be non-exclusive. ECO Transit reserves the right to purchase supplies or services from other third parties.

Proposals must be delivered digitally to sage.thornbrugh@eaglecounty.us. Proposals may also be delivered by U.S. mail, FedEx, UPS, DHL, or hand delivered to the ECO Transit Maintenance & Service Center, 3289 Cooley Mesa Rd, Gypsum, CO 81637 on or before April 20, 2023. Any proposal received after this time will not be considered and will be returned to the respondent unopened unless good cause is shown as determined by ECO Transit in its sole discretion.

The proposal document may be obtained at the **ECO Transit Maintenance & Service Center, 3289 Cooley Mesa Rd, Gypsum, CO 81637** during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. The complete document is also available at www.eaglecounty.us.

Contact Information:

Sage Thornbrugh
3289 Cooley Mesa Rd
Gypsum, CO 81637
sage.thornbrugh@eaglecounty.us
970-763-4139

This RFP will be published on the Eagle County website at www.eaglecounty.us.

REQUEST FOR PROPOSALS INSTRUCTIONS TO PROPOSERS

1. ECO Transit of Eagle County, Colorado will be receiving **proposals** digitally via email to sage.thornbrugh@eaglecounty.us, as well as via U.S. mail, FedEx, UPS, DHL, or hand delivered at the ECO Transit Maintenance & Service Center, 3289 Cooley Mesa Rd, Gypsum, CO 81637, on or before April 20, 2023.
2. Any question, interpretation, or clarification regarding this Request for Proposals (RFP) is required 7 calendar days prior to the due date. Responses, if any, will be issued by addenda posted to www.eaglecounty.us. All questions regarding this proposal must be in writing to Sage Thornbrugh, Transit Planning & Development Manager. Questions may also be emailed to sage.thornbrugh@eaglecounty.us. Please call to verify receipt of your questions. 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. One (1) copy of your proposal is required. If brochures or other supportive documents are requested, then it is required that one (1) set be submitted with your proposal.
4. ECO Transit reserves the right, in its sole discretion, to reject any and all proposals submitted in response to this RFP, to waive or not waive informalities or irregularities in proposals received or RFP procedures. ECO Transit also reserves the right to re-advertise, or to otherwise provide the services as determined by ECO Transit to be in its best interest, and to accept any portion of the proposal deemed to be in the best interests of ECO Transit to do so, or further negotiate cost, terms, or conditions of any proposal determined by ECO Transit to be in its best interests.
5. ECO Transit may, at its sole discretion, modify or amend any and all provisions herein. If it becomes necessary to revise any part of the RFP, addenda will be provided through posting at www.eaglecounty.us. ECO Transit reserves the right to extend the RFP submittal date or to postpone the award of an agreement.
6. All proposals will be reviewed by a selection committee and any other review as determined to be necessary. Respondents may be asked to supplement their initial proposals with additional written material. ECO Transit may short-list respondents based upon an evaluation of the written submittals. ECO Transit may arrange for in-person interviews with the short-listed respondents for a detailed presentation.
7. The selected proposal will be the one considered the most advantageous regarding price, quality of service, qualifications and capabilities of respondent to provide the specified service, respondent's familiarity with ECO Transit and any other factors that county may consider as determined by ECO Transit in its sole discretion. ECO Transit

may award a contract even if not the lowest priced proposal based upon a review of the identified factors.

8. Respondent is encouraged to clearly identify any proprietary or confidential data or information submitted with the proposal. Regardless of whether or not so marked, ECO Transit will endeavor to keep that information confidential, separate and apart from the proposal. Notwithstanding the foregoing, respondent acknowledges that ECO Transit may be required to release the information in accordance with the Colorado Open Records Act or order of the court.
9. ECO Transit 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 work shall commence nor shall any invoices be paid until the successful respondent has entered into a fully executed agreement with ECO Transit and provides the requested proof of insurance.
11. No telephone or oral proposals will be accepted.
12. Proposals must be clearly identified on the front of the envelope by proposal title. Responsibility for timely submittal of proposals lies solely with the respondent. Proposals received after the closing time specified will not be considered unless good cause is shown as determined by ECO Transit in its sole discretion.
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. ECO Transit 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 include a fully executed Proposal Form with their proposal.
15. ECO Transit reserves the right to award an agreement to the respondent that demonstrates the best ability to fulfill the requirements of the project based upon our evaluation of the selection criteria.
16. This RFP is not intended to completely define the contractual relationship to be entered into with the successful respondent(s).
17. Upon identification by ECO Transit of the successful respondent, ECO Transit will give the successful respondent the first right to negotiate an agreement acceptable to ECO Transit. In the event that an agreement satisfactory to ECO Transit cannot be reached,

ECO Transit may enter into negotiations with one or more of the remaining respondents. ECO Transit may choose to discard all proposals and re-issue another RFP.

18. The successful respondent will perform all of the work or services indicated in the proposal in compliance with the negotiated agreement.
19. The successful respondent(s) shall comply with the following insurance language which shall be included in the agreement to be awarded unless otherwise agreed to in writing by ECO Transit:

“Contractor agrees to provide and maintain, at Contractor’s sole cost and expense, the following insurance coverages with limits of liability not less than those stated below:

a) Types of Insurance.

i) Workers’ Compensation insurance as required by law.

ii) Auto coverage with limits of liability not less than \$1,000,000 each accident combined bodily injury and property damage liability insurance, including coverage for owned, hired, and non-owned vehicles.

iii) Commercial General Liability coverage to include premises and operations, personal/advertising injury, products/completed operations, broad form property damage with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limits.

iv) Professional Liability Insurance with prior acts coverage for all Services required hereunder, in a form and with an insurer or insurers satisfactory to County, with limits of liability of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. In the event the professional liability insurance is on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement. Continuous coverage will be maintained during any applicable statute of limitations for the Services and Project.”

The successful respondent(s) shall comply with the following other insurance requirements which shall be included in the agreement to be awarded:

b) “Other Requirements.

i) The automobile and commercial general liability coverage shall be endorsed to include Eagle County, its associated or affiliated entities, its successors or assigns, elected officials, employees, agents and volunteers as additional insureds.

ii) Contractor's certificates of insurance shall include all sub-contractors as additional insureds under its policies or Contractor shall furnish to County separate certificates and endorsements for each sub-contractors. All coverage(s) for sub-contractors shall be subject to the same minimum requirements identified above. Contractor and sub-contractors, if any, shall maintain the foregoing coverage in effect until the Services are completed. In addition, all such policies shall be kept in force by Contractor and its sub-contractors until the applicable statute of limitations for the Project and the Services has expired.

iii) Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Colorado with an "A.M. Best" rating of not less than A-VII.

iv) Contractor's insurance coverage shall be primary and non-contributory with respect to all other available sources. Contractor's policy shall contain a waiver of subrogations against Eagle County.

v) All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to County in the event of cancellation of coverage.

vi) All insurers must be licensed or approved to do business within the State of Colorado and all policies must be written on a per occurrence basis unless otherwise provided herein.

vii) Contractor's certificate of insurance evidencing all required coverage(s) is attached hereto. Upon request, Contractor shall provide a copy of the actual insurance policy and/or required endorsements required under this Agreement within five (5) business days of a written request from County, and hereby authorizes Contractor's broker, without further notice or authorization by Contractor, to immediately comply with any written request of County for a complete copy of the policy.

viii) Contractor shall advise County in the event the general aggregate or other aggregate limits are reduced below the required per occurrence limit. Contractor, at its own expense, will reinstate the aggregate limits to comply with the minimum limits and shall furnish to the County a new certificate of insurance showing such coverage.

ix) If the Contractor fails to secure and maintain the insurance required by this Agreement and provide satisfactory evidence thereof to County, County shall be entitled to immediately terminate this Agreement.

x) The insurance provisions of this Agreement shall survive expiration of termination hereof.

xi) The parties hereto understand and agree that County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or rights, immunities, and protections provided by the Colorado Governmental Immunity Act, as from time to time amended, or otherwise available to County, its affiliated entities, successors, or assigns, its elected officials, employees, agents and volunteers.

xii) Contractor is not entitled to workers' compensation benefits except as provided by Contractor, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement."

20. Further, the successful respondent(s) shall comply with the following indemnification language which shall be included in the agreement to be awarded:

"Indemnification. The Contractor shall indemnify and hold harmless County, and any of its officers, agents, and employees against any losses, claims, damages or liabilities for which County may become subject to, insofar as any such losses, claims, damages, or liabilities arise out of, directly or indirectly, this Agreement, or are based upon any performance or nonperformance by Contractor or any of its sub-contractors hereunder; and Contractor shall reimburse County for reasonable attorney fees and costs, legal and other expenses incurred by County in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnification shall not apply to claims by third parties against the County to the extent that County is liable to such third party for such claims without regard to the involvement of the Contractor. This paragraph shall survive expiration or termination hereof."

**REQUEST FOR PROPOSAL
PROPOSAL FORM
THIS PROPOSAL FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**

TO: ECO Transit Maintenance & Service Center
3289 Cooley Mesa Rd
Gypsum, CO 81637

Re: **LAKE CREEK VILLAGE TRANSIT STOP DESIGN**

The undersigned, having examined the Instructions to Proposers and any and all documents related to the above referenced RFP:

- (a) Agree to comply with all conditions, requirements, and instructions of the Request for Proposal as stated or implied therein;
- (b) Acknowledges the right of ECO Transit in its sole discretion to reject any or all proposals submitted, and that an award may be made to a proposer even though not the lowest cost;
- (c) Acknowledges and agrees that the discretion of ECO Transit in selection of the successful proposers shall be final, not subject to review or attack; and
- (d) Acknowledges that this proposal is made with full knowledge of the foregoing and full agreement thereto.

By submission of this proposal, and signature below, the respondent acknowledges that he has the authority to sign this Proposal Form and bind the company named below. The proposer further acknowledges that ECO Transit 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 ECO Transit of any and all information sought in such inquiry or investigation.

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

REQUEST FOR PROPOSAL

PROJECT DESCRIPTION

ECO Transit is soliciting proposals for professional engineering services related to the design of the West Edwards Transit Terminal located in Edwards, Colorado. Portions of the design have already been completed as part of the West Edwards Improvement Plans. The goal of this project is to complete the remaining transit-specific portions of the design.

SCOPE OF SERVICES

This project will render the final design of the Lake Creek Village transit stop. Design impacts to be considered include, but are not limited to: the installation of electric charging stations for electric buses, transit vehicle turning radii, wetland impacts, steep hillsides, retaining walls, parking lot design, and large volume of heavy vehicles. Site distance waiver may be necessary. Required reports include, but are not limited to: Drainage Report, Pavement Design Report, Geotechnical Report, Environmental Impact Report, Traffic Impact Study. Additional scope of services is included in the Deliverables section.

The contractor will be expected to attend bi-weekly project status update meetings with ECO Transit staff. The contractor will provide a project schedule with their proposal. The project schedule will include a timeline for completing design criteria, including major milestones.

PROPOSAL SUBMITTAL REQUIREMENTS

1. **Proposal Form.** Must be signed and submitted with response.
2. **Qualifications.** Briefly explain your company's qualifications to provide the services requested, e.g., years in business, staffing, vehicles to be utilized and experience.
3. **Experience.** The contractor shall demonstrate their past experience working on similar projects of the same size, scope, and complexity.
4. **Schedule.** Services are to be completed and deliverables to be presented to Eagle County by September 30, 2023.
5. **Budget/Pricing.** Provide hourly rates, design cost estimate or not to exceed amount, as applicable.
6. **Familiarity with Eagle County/ECO Transit.** Provide a narrative describing familiarity with Eagle County/ECO Transit.
7. **References.** Please provide three (3) references from current customers receiving the same or similar service(s). Include name of entity, contact name and telephone number.

8. **Legal issues.** Are there any lawsuits, federal, state, or local tax liens, or any potential claims or liabilities against you, your company, or the officers of the company at this time or within the last three years? If so, please explain.

9. **Deliverables.** Deliverables will include:

- Field Survey: survey support for design and right of way plans
- Drainage: Drainage Design, Storm Water Management Plan, Erosion Control Plan, Final Drainage Report
- Right of Way: Development of Right-of-Way (ROW) Plans, Appraisals, Acquisition and Title Services in accordance with CDOT and FHWA Standards
- Geotechnical Investigation: Geotech / Soils Report
- Traffic: Collect Traffic Data and Operations Analysis. Evaluate Auxiliary Turn Lane requirements in accordance with the CDOT State Highway Access Code.
- Environmental Data and Environmental Clearance: Complete all Environmental Investigation and NEPA Documentation.
- Utilities: Perform Utility Coordination including Subsurface Utility Engineering Investigation, Survey all above and below ground utilities, including poles, manholes, valves, pedestals, guy wires, markers, fiber optic lines, telephone lines, gas lines, electric lines, sewer lines, etc.
- Permits: 404 Permit for Temporary and Permanent Wetland Impacts, CDOT Special Use Permit, CDOT Access Permit
- Pavement Design Report
- Final Design: Title Sheet, General Notes, Standard Plan List, Detail Sheets, Roadway Design, Typical Sections, Geometry Sheets, Removal Sheets, Plan & Profile Sheets, Cross Sections, Quantities, Signing & Pavement Marking Sheets, Traffic Control Sheets, Erosion Control Sheets.
- Construction Specifications
- Project Special Provisions
- Construction Estimate

10. **Evaluation Criteria.** Proposals will be evaluated using the following criteria:

- a. Necessary contractor qualifications;
- b. Experience with projects of similar scope;
- c. Ability to meet the project schedule;
- d. Staffing levels for timely project completion;
- e. Familiarity with Eagle County/ECO Transit; and
- f. Overall price of the project.