

**NOTICE
REQUEST FOR PROPOSALS
HILLCREST DRIVE ROUNDABOUT
CONSULTANT ACCESS PERMIT INSPECTION STAFF (CAPIS)
EAGLE COUNTY, COLORADO**

Eagle, Colorado

November 13, 2023

Eagle County is soliciting proposals for Consultant Access Permit Inspection Staff (CAPIS). This Request for Proposals (“RFP”) will be non-exclusive. Eagle County reserves the right to purchase supplies or services from other third parties.

Proposals must be received by U.S. mail to the Eagle County Engineering Department, P.O. Box 850, Eagle, CO 81631 or by FedEx, UPS, DHL, or hand delivered to the Eagle County Engineering Department at 500 Broadway, Eagle, CO 81631 on or before 4:00 p.m., MDT, DECEMBER 22, 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 Eagle County in its sole discretion.

The proposal document may be obtained at the **Eagle County Engineering Department at 500 Broadway, Eagle, CO 81631** 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:

Rickie Davies
P.O. Box 850
500 Broadway
Eagle, CO 81631
richard.davies@eaglecounty.us
970-328-3567

This RFP will be published in the Vail Daily, Eagle Valley Enterprise, and the Aspen Times.

REQUEST FOR PROPOSALS
INSTRUCTIONS TO PROPOSERS

1. Eagle County, Colorado will be receiving *proposals* at the office of the Engineering Department, P.O. Box 850 Eagle, CO 81631; or by FedEx, UPS, DHL, or hand delivered at the Engineering Department, 500 Broadway Eagle, CO 81631, on or before 4:00 p.m., MDT, **DECEMBER 22, 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 Rickie Davies, Senior Staff Engineer. Questions may be faxed to Rickie Davies at (970) 328-7185 or emailed to richard.davies@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. 1 copy of your proposal is required. If brochures or other supportive documents are requested, then it is required that 1 set be submitted with your proposal.
4. Eagle County 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. 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 the proposal deemed to be in the best interests of Eagle County to do so, or further negotiate cost, terms or conditions of any proposal determined by Eagle County to be in its best interests.
5. Eagle County 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. Eagle County 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. Eagle County may short-list respondents based upon an evaluation of the written submittals. Eagle County 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 Eagle County and any other factors the County may consider as determined by Eagle County in its sole discretion. Eagle County may award a contract even if not the lowest priced proposal based upon a review of the identified factors.

8. Respondents are encouraged to clearly identify any proprietary or confidential data or information submitted with the proposal. Regardless of whether or not so marked, Eagle County will endeavor to keep that information confidential, separate and apart from the proposal. Notwithstanding the foregoing, respondent acknowledges that Eagle County may be required to release the information in accordance with the Colorado Open Records Act 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 work shall commence nor shall any invoices be paid until the successful respondent has entered into a fully executed agreement with Eagle County and provides the requested proof of insurance.
11. As of August 7, 2006, state and local government agencies are prohibited from purchasing services from any contractor that knowingly employs undocumented individuals to help carry out publicly funded work. Pursuant to the provisions of Colorado Revised Statutes, 8-17.5-101, contractors must certify that they are using the E-Verify Program or Department Program to verify the employment eligibility of new employees. If a contractor awarded a contract violates the provisions of Colorado Revised Statutes 8-17.5-101(2), the state or local government agency may terminate the contract and the contractor will be liable for damages to such agency.
12. No telephone or oral proposals will be accepted.
13. 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 Eagle County in its sole discretion.
14. 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.
15. All respondents must include a fully executed Proposal Form with their proposal.
16. Eagle County 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.
17. This RFP is not intended to completely define the contractual relationship to be entered into with the successful respondent(s).

18. Upon identification by Eagle County of the successful respondent, Eagle County will give the successful respondent 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. Eagle County may choose to discard all proposals and re-issue another RFP.

19. The successful respondent will perform all of the work or services indicated in the proposal in compliance with the negotiated agreement.

20. 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 Eagle County:

“Contractor agrees to provide and maintain, at Contractor’s sole cost and expense, the following insurance coverage 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.”

i) 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, Consultant 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) Consultant's certificates of insurance shall include all sub-consultants as additional insureds under its policies or Consultant shall furnish to the County separate certificates and endorsements for each sub-consultant. All coverage(s) for sub-consultants shall be subject to the same minimum requirements identified above. Consultant and sub-consultants, 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 Consultant and its sub-consultants 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 and with an "A.M. Best" rating of not less than A-VII.
- iv) Consultant's insurance coverage shall be primary and non-contributory with respect to all other available sources. Consultant's policy shall contain a waiver of subrogation 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) Consultant's certificate of insurance evidencing all required coverage(s) is attached hereto. Upon request, Consultant 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 Consultant's broker, without further notice or authorization by Consultant, to immediately comply with any written request of County for a complete copy of the policy.
- viii) Consultant shall advise County in the event the general aggregate or other aggregate limits are reduced below the required per occurrence limit. Consultant, at its own expense, will reinstate the aggregate limits to comply with the minimum limits and shall furnish to County a new certificate of insurance showing such coverage.
- ix) If Consultant 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 or 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) Consultant is not entitled to workers' compensation benefits except as provided by Consultant, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement."

21. 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: Eagle County, Colorado
500 Broadway
Post Office Box 850
Eagle, CO 81631

Re: **HILLCREST DRIVE ROUNDABOUT CONSULTANT ACCESS PERMIT
INSPECTION STAFF (CAPIS)**

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 Eagle County, Colorado 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 Eagle County, Colorado 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 Eagle County, Colorado 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: _____

REQUEST FOR PROPOSAL

PROJECT DESCRIPTION

Construction Engineering Services to serves as the Consultant Access Permit Inspection Staff (CAPIS) oversee the construction of the Hillcrest Drive and Highway 6 roundabout.

In the long-range planning for the area of west Edwards, it was determined the intersection of Hillcrest Drive and Highway 6 should be reconstructed into a roundabout. The design and construction of the new roundabout has been permitted through a CDOT access permit, which is included as Exhibit C to this RFP (included as a separate attachment).

Design of the roundabout was completed in late 2022 by Felsburg, Holt, and Ullevig (FHU). The design includes a new three-legged roundabout and relocation of the Eagle River Water and Sanitation District Access. Construction work includes but is not limited to:

Excavation

Grading

Traffic Control

Erosion Control

Removal of existing pavement & curb & gutter

Removal of existing storm sewer

Roadway work including subgrade, HMA paving, concrete paving, and curb & gutter

Lighting installation

Construction surveying

Storm Sewer installation

Utility relocations

Signage

Pavement marking

Landscaping

Ancillary earthwork

Clean-up and demobilization

The construction plans for bid have been included as Exhibit A to this RFP (included as a separate document).

CDOT Access Control Contact - Nick Nordquist

Engineer of Record – Rickie Davies, Eagle County

Design Engineer – FHU

CAPIS Inspector – To be determined

SCOPE OF SERVICES

Scope of services to include all requirements and tasks as detailed in Exhibit D.

It is anticipated that the CAPIS role will require 1 full time inspector on site.

Construction is anticipated to last 5 months. April 1, 2024 to September 30, 2024

Familiarity with CDOT process and the application of the 2023 CDOT Standard Specification for Road & Bridge Construction, especially as it pertains to material testing.

Required certifications to perform material testing including but not limited to HMA, Concrete, and Base Aggregate.

Exhibits include:

Exhibit A - Project Design Plan Set

Exhibit B - Project Special Provisions

Exhibit C - CDOT Access Permit

Exhibit D –CAPIS Requirements

Exhibit E – Role of Engineer of Record

There will be no pre-proposal conference held at the offices of Eagle County or CDOT. Consulting firms are encouraged to become familiar with the site and contact the County representative with any questions concerning the project.

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 December 31, 2024. The anticipated construction schedule is to have a start date of April 1, 2024 and project completion prior to September 30, 2024.
5. **Budget/Pricing.** Provide a not to exceed amount.
6. **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.
7. **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.
8. **Deliverables.** Include all deliverables as detailed in Exhibit D.

9. **Evaluation Criteria.** Evaluation criteria will include the lowest, qualified bid, experience with projects of similar scope, ability to meet the project schedule, and familiarity with Eagle County.