



Request for Qualifications & Proposal

General Contractor

For

Town of Eagle

Eagle River Park Pavilion Structure

Provided by:



Submittal Deadline:

February 2, 2022

Time: 4:00 PM MT

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1.0 Introduction

On behalf of the Town of Eagle (Owner), NV5 (Owner's Representative) invites you to submit your qualifications and proposal for the Eagle River Park Pavilion Structure. This facility will be a fundamental element of the Eagle River Park Upland Park.

Proposals are due no later than:

4:00 PM (MST) on February 2, 2022

Please provide one (1) copy of your submittal in electronic format to Clara Owinje (Clara.Owinje@NV5.com) a Cc to John Usery (john.usery@NV5.com) and a Cc to rpf@townofeagle.org. **To prevent biased evaluations and to preserve the competitiveness and integrity of the proposal process, proposers are to direct all communications regarding this proposal via email to John Usery with a cc to Town of Eagle at the same email addresses above. All official communication with Candidates will be via email from John Usery.**

A complete proposal shall include the following and will be scored by the selection committee as noted in section 3.0. The successful candidate shall be the acceptable combination of the selection criteria, offering the best value to the project in the opinion of the Owner. Each item below is discussed in more detail in section 3.0 of this document.

1. Firm Qualifications
2. Past Project Experience and References
3. Schedule
4. Fee Proposal

2.0 Project Information

2.1 Project Team:

The selected General Contractor will be an integral part of the project team, currently comprised of the following key organizations:

1. Town of Eagle – Owner
2. Eagle County – Collaborative Partner and Property Owner
3. NV5 – Owner's Representative
4. Zehren and Associates – Pavilion Design Team
5. Imeg – Structure

2.2 Project Scope

In April of 2016, town of Eagle voters approved a 0.5% sales tax to fund a variety of park and trail improvements including the Eagle River Park project. This project's first phase included construction of the White River Park and Upland Park. Each year the Town of Eagle is appropriate funds to additional



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improvements to the Eagle River Park. The Upland Park Project consists of all elements of Eagle River Park except for the in-stream features.

As part of the first phase the Town was able to construct the restroom building but not the pavilion structure. The Pavilion will be adjacent to the restroom building and concrete footers have already been installed. No excavation or concrete work should be required for this project.

Information regarding the Park Improvements and work to date can be found by visiting <http://eagleoutside.com/riverpark> or clicking [HERE](#)

Please refer to the following submittal and scope documents for this RFQP accessible [HERE](#):

1. Exhibit A – Construction Documents and Specifications provided by Zehren and Associates
2. Exhibit B – Bid Form
3. Exhibit C – Draft Contract

2.3 Project Schedule

We are asking each candidate to submit a proposed schedule they believe to be the best balance of economics, efficiency, phasing and working within the following constraints:

1. Plans Submitted for Permit Review on January 2022
2. Selected Contractor Notice to Proceed on February 2022
3. Earliest available date for mobilization on February 2022
4. Job Site Shut Down due to Fair and Rodeo – Late July 2022
5. Completion Date no later than November 1, 2022

3.0 Selection Process

3.1 Anticipated Selection Schedule (Dates/Times Subject to Change)

January 10, 2022	Bid Package Documents available for distribution
January 20, 2022 @ 10:30 AM	Optional Site Walk
January 21, 2022 at 5:00PM	Deadline for questions
January 25, 2022 at 5:00 PM	RFQP Addendum Issued
February 2, 2022 at 4:00PM	Proposals Due
February 8, 2022	BoCC Meeting to discuss project award



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February 25, 2022

Successful Candidate Notified of Selection and given Notice of Award

3.2 Submittal Requirements – Qualification submittals will be scored by a selection committee based on the criteria identified below.

Please format your submittal to include the items specifically listed below. Please be thorough in addressing the items but note that the Owner is also looking for a team member that can communicate effectively and efficiently.

3.3 Submittal Requirements - Proposal shall include the following:

1. Firm Qualifications (20 Points):

- A. Provide a statement of the maximum dollar value for which your firm can be bonded and the amount your firm currently has bonded (attach a letter of confirmation from your bonding company).
- B. Provide an Accord format Insurance Certificate clearly listing all coverage limits typically carried by your firm.
- C. Provide your firm's Interstate Experience Modification Rate for Workmen's Compensation Insurance used by your insurance carrier.

2. Past Project Experience and References (25 Points):

- A. Provide a list of similar projects, completed by your proposed team members, which demonstrate 'relative experience' as defined below. In no more than one (1) page per project, document the general scope of work, how is it relevant experience, date completed, and total project costs.
 - 1. Note: The selection committee will analyze the 'relative experience' of the firm and the specific personnel committed to this project. The Owner's perception of 'relative experience' includes a combination of the following factors:
 - a. Publicly funded municipal projects
 - b. Experience with Vertical Structures
 - c. Work completed in Eagle County (or similar locale) which has unique resource and access constraints
 - d. Working through a highly collaborative process including multiple stakeholders
- B. Provide a list of 3-5 references with current contact information

3. Schedule (15 Points):

- A. Provide a proposed project schedule, in a format convenient to the Candidate. The proposed schedule shall account for the constraints outlined above (section 2.3) and clearly identify all construction activities including submittal review durations, long-lead procurement durations, and project buy-out, as well as discrete milestones for the Notice to Proceed, Substantial Completion, and Final Completion of project.



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4. Fee Proposal (40 Points):

- A. Bidders must provide the following, based on your proposed schedules. Please do not reformat the excel file.
 1. The selection committee will spread and compare the proposed Not To Exceed fees and schedule as outlined below.
 2. The bid form Exhibit C outlines the base bid fee. Each alternate bid fee may be a dollar value or 'no bid' if your firm is unwilling or unable to meet the constraints defined.
 3. A list of any and all exclusions and assumptions affecting the Candidate's scope of work shall be included as part of the RFQP submittal.
 4. The candidate shall also submit a schedules of values that total the Not To Exceed fee proposal. The schedules of values must be in CSI master Format and include separate values for 1) General Conditions and 2) Contractor's fee. The schedules of values from each candidate will be analyzed to help identify possible errors or exclusions in the Not to Exceed fee proposals. If the selection committee has concern that an error or exclusion exists, a bid clarification request may be sent to the pertinent candidate(s). This effort is made to ensure a fair bid process and limit the Owner's exposure to risk in the form of post contract change orders.
 5. Provide Unit Rate information for materials and operations.

5. Contract Comments (0 Points):

- A. Please include a list of any comments to the draft agreement included as Exhibit C.

TOTAL – 100 Points

4.0 Owner Selection and Contracting Provisions

1. Right to Accept or Reject Any and All Proposals:

- a) The Owner may waive any informalities or minor defects or reject any and all bids. The Owner does not obligate itself to accept the lowest, or any other proposal, and reserves sole discretion to reject any or all bids, to re-advertise, and to waive formalities or irregularities in the process or of any proposal. The successful candidate shall be the acceptable combination of the items outlined above, offering the best value to the project in the opinion of the Owner.
- b) The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to



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satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

- c) A conditional or qualified bid will not be accepted.
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2. **Notice to Proceed:** The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.
 3. **Payment & Performance Bond** – The successful candidate shall be required to provide a P&P bond for the full value of the contract with a corporate surety approved by the Owner, within their proposal, adjusted accordingly via approved change orders. Surety companies executing the bonds must hold a certificate of authority as acceptable on Federal Bonds as listed in Treasury Circular 570, as amended, and be authorized to transact business in the State where the project is located. The bonds shall be written on forms identical to those included in the bidding documents.
 4. **Power of Attorney** – Attorney’s-in-fact who sign Bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.
 5. **Contract:**
 - a) The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond and payment bond within ten (10) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the owner.
 - b) The Owner within thirty (30) days of receipt of acceptable performance bond and payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.
 6. **Applicable Laws:** This selection process and the performance of any selected candidate shall be subject to, governed by and construed in accordance with applicable Federal Laws, the laws of the State of Colorado, and other applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project, as the same may be amended from time to time.
 7. **Verification of Information and Site Inspection:** Each candidate is responsible for inspecting the site and for being thoroughly familiar with the contract documents. The failure or omission of any



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bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to its bid.

8. **Subcontractors** – The low bidder shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the Owner. The Bidder will be required to establish to the satisfaction of the Owner and Owner’s Representative the reliability and responsibility of all proposed subcontractors and suppliers. Prior to the award of the Contract, the Owner or Owner’s Representative will notify the Bidder in writing if there is a reasonable objection to any such proposed supplier or subcontractor. In this event, the Bidder may, at his option, (1) demonstrate to the satisfaction of the Owner and Owner’s Representative that its objection is unreasonable, or (2) submit a substitute acceptable to the Owner and Owner’s Representative with an equitable adjustment in the proposal to cover any difference in cost. The Owner may, at its discretion, accept the adjusted proposal.

9. **Insurance Requirements** - The General Contractor shall take out and maintain at the General Contractor’s own expense the following minimum limits of insurance:
 - A. Commercial General Liability:
 - a. [\$2,000,000] combined single limit
 - b. [\$4,000,000] aggregate
 - c. [\$1,000,000] Umbrella

 - B. Automobile Liability:
 - a. [2,000,000] each accident combined Bodily Injury and Property Damage Liability insurance.

 - C. Workers’ Compensation and Employer’s Liability:
 - a. Workers’ Compensation limits as required by the State of Colorado
 - b. Employer’s liability limits of [\$1,000,000] per accident.

 - D. General Contractor shall provide endorsements listing Owner, Owner’s Representative and Architect as additional insured.

 - E. The consultant and their insurance carrier(s) shall agree to a Waiver of Subrogation.

 - F. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after 30 days prior written notice has been given to the Owner.

 - G. The General Contractor shall provide Certificates in ACORD format and all renewal notices for each insurance policy required by this clause to the Owner in a timely and proactive manner. Failure of the Owner to receive such certificates and renewal notices shall grant the Owner the right to take remedial action as required protecting its interests.

10. **Withdrawal** – No bidder may withdraw, modify or cancel a bid within sixty (60) calendar days after the actual submittal due date thereof. Should there be reasons why the Contract cannot be awarded



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within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder, and the concurrence of the Agency.

11. **Hazardous Material** - The General Contractor agrees to indemnify and hold the Owner, Owner's Representative and Consultants harmless for any release or disposal of any kind of toxic wastes or hazardous material, or any violation of any law or regulation of the Environmental Protection Agency or Colorado Department of Health and Environment which is caused, in whole or in part by the General Contractor or any of the General Contractor's subcontractors. Asbestos test reports for the project areas are available, from the Owner.
12. **Assignment** - The successful General Contractor is prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of Owner.
13. **Disclosure of Information** - All submissions and other materials provided or produced pursuant to this RFQ may be subject to the Colorado Open Records Law, CRS 24/72/201 ET. Seq. As such, candidates are urged to review these disclosure requirements and any other exceptions to disclosure of information furnished by another party and, prior to submission to the Owner, appropriately identify materials, which are not subject to disclosure. In the event of a request to the Owner for disclosure of such information, the Owner shall advise the candidate of such request to give the candidate an opportunity to object to the disclosure of designated confidential materials furnished to the Owner.
14. **Cost of Developing Proposals:** Any costs associated with participation in this selection process are the sole responsibility of the candidate. The Owner assumes no liability for any costs incurred throughout the entire selection process.
15. **Submittal Ownership:** All materials submitted in response to this RFQP including but not limited to, attachments, supplementary materials, sketches, etc., shall become the property of the Owner and will not be returned to the Candidate.
16. **Addenda & RFQ Clarifications** - As the Owner may require, addenda can be issued to supplement this RFQ/P. All candidates who request the RFQ/P documents from the Owner's Representative are considered registered. The list of registered participants will be used to issue all communications regarding this RFQ/P, including formal addenda and date changes. It shall be conclusively presumed that each candidate submitting a response has received all subsequent communications relating to the project. Candidates will be responsible for all such information issued by this method.
17. **Tax Exempt** - The Owner is tax exempt; proposals shall not include taxes. A certificate of tax exemption will be provided to the successful candidate.
18. **Permits** - The Owner will submit the plans and specification documents to the United States Army Corp of Engineers USACE and Colorado Department of Public Health and Environment CDHPE for permit. The Owner shall bear the cost of these two permits. The successful candidate shall be responsible for submission and cost of any other necessary trade permits. Successful candidate shall be responsible for coordinating all necessary inspections and approvals from governmental agencies having jurisdiction over the project.



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19. **Safety** – The successful candidate is responsible for administering and enforcing a project safety program in accordance with local, state, and federal requirements.
20. **Security** – The successful candidate is responsible for maintaining security of the project area both during and after working hours. The Owner and Owner’s Representative are not responsible for theft, loss or damage to materials, equipment, tools, or personal belongings left on site.
21. **Parking, Staging, and Storage** – The successful candidate shall have full use of the project site for parking, staging, and storage. If, in your opinion, the site is not large enough to safely contain these uses, the cost of any additional temporary parking, staging, and storage areas shall be the responsibility of the successful candidate.
22. **Weather Protection/Winter Conditions** – The candidate’s proposal shall include an allowance for winter protection and winter conditions.
23. **Warranty** – The successful candidate shall warrant all workmanship and materials, as specified in Contract Documents. This provision shall not limit the liability of the Contractor for negligence or liability under any other theory or for the time limitations as provided under Colorado law.

Thank you for your time and interest in this project.

Sincerely,

John Usery
NV5

- End of Request for Qualifications-

