



1309 Elkhorn Drive
Vail, Colorado 81657
vailgov.com

Public Works/Transportation Department
970.479.2158
970.479.2166 fax

REQUEST FOR PROPOSALS
FOR
BOOTH LAKE TRAILHEAD RESTROOM
October 18, 2021

The Town of Vail is seeking a qualified consultant team to assist with the design work needed to install a prefabricated restroom facility to be located at the Booth Lake Trailhead on Booth Falls Road. This may include site planning, structural engineering of footings, utility design, preparation of cost estimates and preparation of construction drawings and specifications as needed to advertise the project for public bid.

Interested Proposers shall register with Gregg Barrie by sending company name and contact information to gbarrie@vailgov.com to be included on the Proposer list. This allows town staff to send updates to this RFP. Failure to do so may result in disqualification for this project.

PROJECT DESCRIPTION

The Town of Vail is planning to install a prefabricated restroom facility with water, sewer and electric utility connections. The facility will be installed during the spring of 2022 at the Booth Lake Trailhead located at the north end of Booth Falls Road on Town of Vail property. The restroom will likely be placed in the existing asphalt parking lot. Water and sewer connections are within 100 linear feet, electrical connection location to be determined.

Town staff hopes to put the construction project out to bid in late January/early February. Construction could begin as soon as May 1, 2022 with completion slated for the end of June.

Town staff has been in discussions with several restroom manufacturers but has not yet decided on which restroom facility to purchase. The building will likely include two sides with a utility closet/plumbing chase. The restrooms will include one or two toilets/urinals each side, a sink, light fixture and exhaust fan. A water fountain/bottle filler will be included on the exterior of the building or as a stand-alone unit. The restroom will include heaters to allow it stay open longer on each end of the summer, however it will be closed during the winter, like other Town of Vail park restrooms.

Town staff hopes to select the restroom facility type by mid-November. Sample floorplans and exterior photos are included with this RFP as examples of possible restroom designs. The project will also include site work that may include a sidewalk, bike racks, trash cans, a lockable traffic gate and other site features.

SCOPE OF WORK

- Project kick-off meeting, site visit
- Review existing conditions, survey, utility locations, etc. A topo survey has been completed and is available to the selected consultant.
- Review the selected facility and establish a scope of work for site planning, construction needs and connection to utilities.
- Assist town staff with finalizing placement of restroom facility on the site
- Civil design: site layout and grading, parking, sidewalk around building, ADA accessibility, bike racks, trash can placement
- Utility design: water, sewer, electrical design and connections. Work with public utilities as needed to ensure complete utility connections.
- Structural design: structure foundation, gate foundation for a permanent gate
- Work with town staff to incorporate landscape improvements in the drawing package. Landscape and irrigation design by owner.
- Provide designs, drawings and specifications as needed to release the project for public bid

PROJECT SCHEDULE

Request for Proposals released	October 18, 2021
Proposals due	October 28 @ 4:00pm local time
Project kick-off meeting	November 4
50% Design Phase	December 21
100% Design Phase	January 19, 2022
Project Out-to-Bid	February 2

SUBMITTAL REQUIREMENTS

- 1) **Statement of Qualifications:** statement covering resources, expertise, client list and references. If a team or partnering firm or organizations are proposed, include background information on participating members. Include standard billing rate(s) range.
- 2) **Relevant Work Experience:** examples of previous work including relevant site work, recreation facilities, utility design and other similar fields. Detail specific projects that demonstrate abilities in these areas.
- 3) **Schedule/Timeline:** provide a proposed timeline for the work, anticipating the requirements of each Phase of the project.
- 4) **Cost Proposal:** submit an itemized cost proposal to complete Phase I of the project.

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

See attached Agreement for Profession Services for Insurance Requirements

CONTACT AND SUBMITTAL

Responses are due by 4:00 p.m. MST on Thursday, October 28 at the Town of Vail Public Works Department office by mail, fax, email (PDF format) or hand delivery.

Gregg Barrie, PLA
Town of Vail Department of Public Works
1309 Elkhorn Drive
Vail, Colorado 81657
Phone:970-479-2337
Email: gbarrie@vailgov.com

ATTACHMENTS:

1. Vicinity maps and utility locations
2. Site photos
3. Site Survey
4. Restroom facility examples – photos/floorplans of potential facility types
5. Sample Agreement for Professional Services
6. Department Affidavit

Project Vicinity Map
Booth Lake Trailhead
Booth Falls Road, Vail

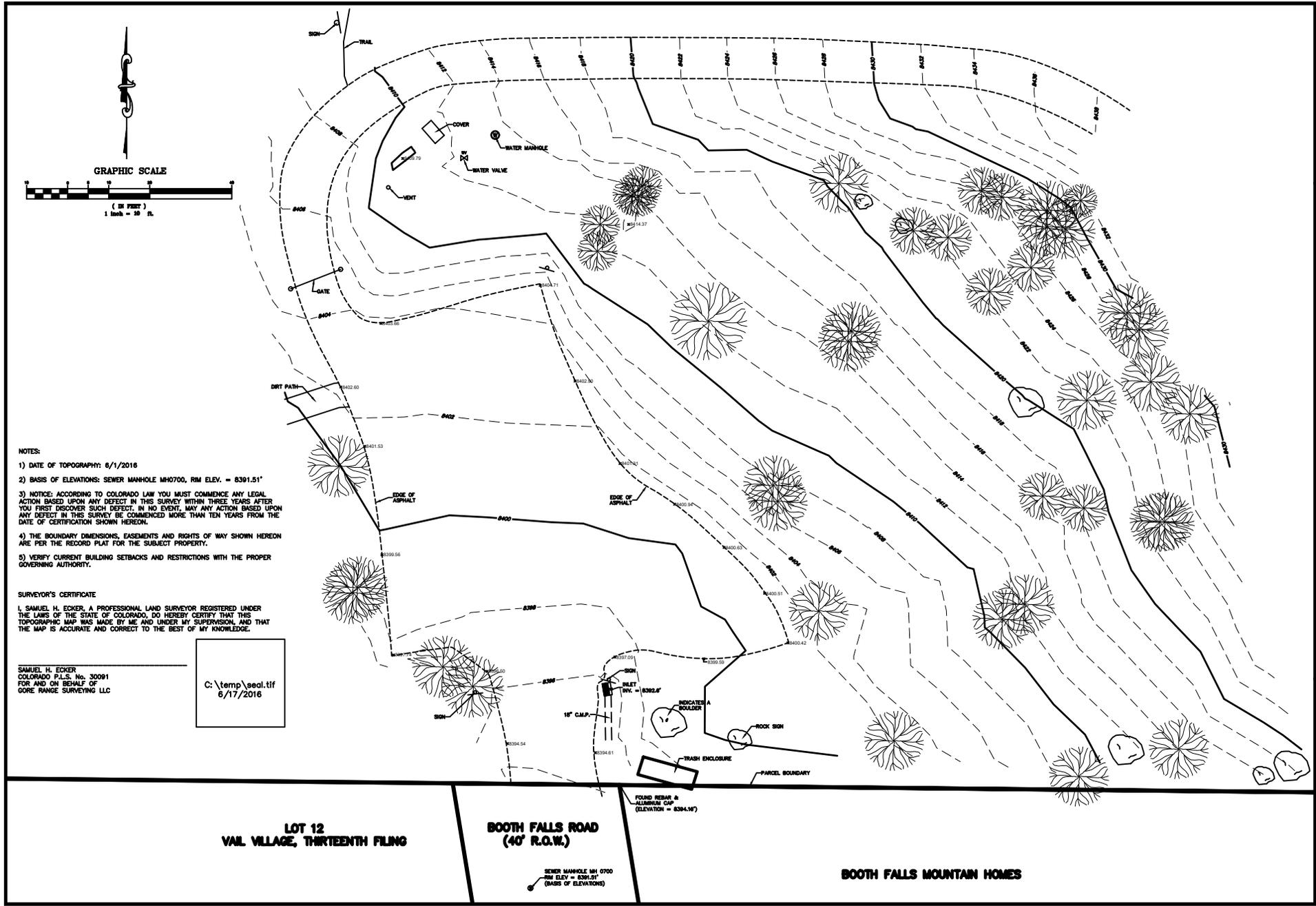


Project Vicinity Map
Booth Lake Trailhead
Booth Falls Road, Vail



TOPOGRAPHIC MAP
A PART OF LOT 1, SECTION 2, TOWNSHIP 5 SOUTH
RANGE 80 WEST OF THE 6th PRINCIPAL MERIDIAN
TOWN OF VAIL, EAGLE COUNTY, COLORADO

DRAWN BY:	SE	DATE:	6/17/2016
CHECKED BY:	SE	DRAWING NO.:	16-883
SHEET NO.:	16-883	SHEET	1 OF 1



- NOTES:**
- 1) DATE OF TOPOGRAPHY: 6/1/2016
 - 2) BASIS OF ELEVATIONS: SEWER MANHOLE MH0700, RIM ELEV. = 8391.51'
 - 3) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
 - 4) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE PER THE RECORD PLAT FOR THE SUBJECT PROPERTY.
 - 5) VERIFY CURRENT BUILDING SETBACKS AND RESTRICTIONS WITH THE PROPER GOVERNING AUTHORITY.

SURVEYOR'S CERTIFICATE

I, SAMUEL H. ECKER, A PROFESSIONAL LAND SURVEYOR REGISTERED UNDER THE LAWS OF THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS TOPOGRAPHIC MAP WAS MADE BY ME AND UNDER MY SUPERVISION, AND THAT THE MAP IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SAMUEL H. ECKER
 COLORADO P.L.S. No. 30091
 FOR AND ON BEHALF OF
 GORE RANGE SURVEYING LLC

C:\temp\seal.tif
 6/17/2016

LOT 12
VAIL VILLAGE, THIRTEENTH FILING

BOOTH FALLS ROAD
(40' R.O.W.)

BOOTH FALLS MOUNTAIN HOMES

SEWER MANHOLE MH 0700
 RIM ELEV = 8391.51'
 (BASIS OF ELEVATIONS)

FOUND REBAR &
 ALUMINUM CAP
 (ELEVATION = 8394.18')

**Booth Lake Trailhead Restroom
Site Photos**



Top: looking north

Bottom: looking east, probable restroom location



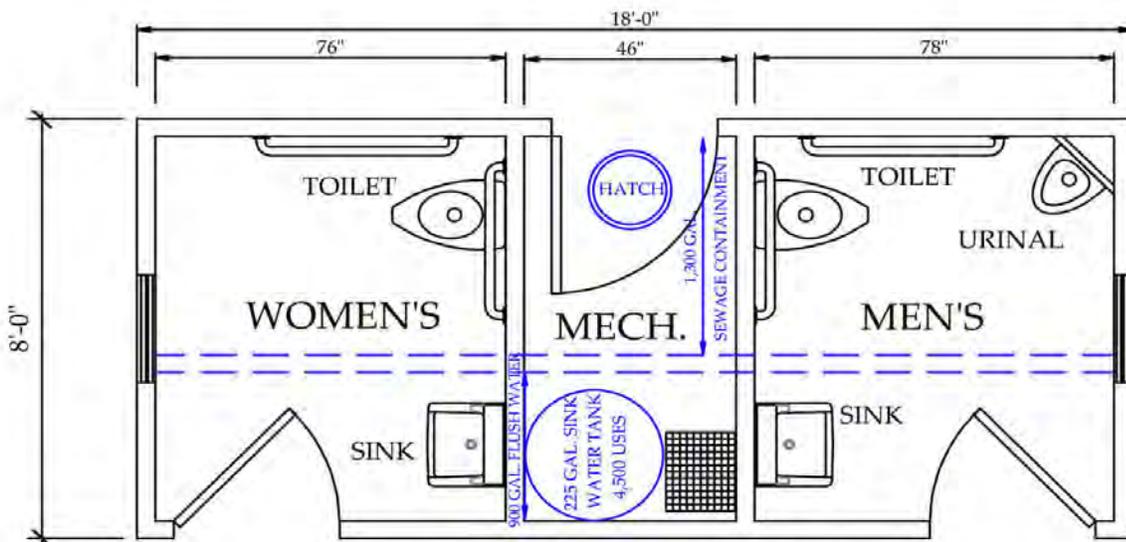


Top: looking south, probable restroom location on left

Bottom: looking south through parking entrance/gate location. Water/sewer hookups near rear of truck



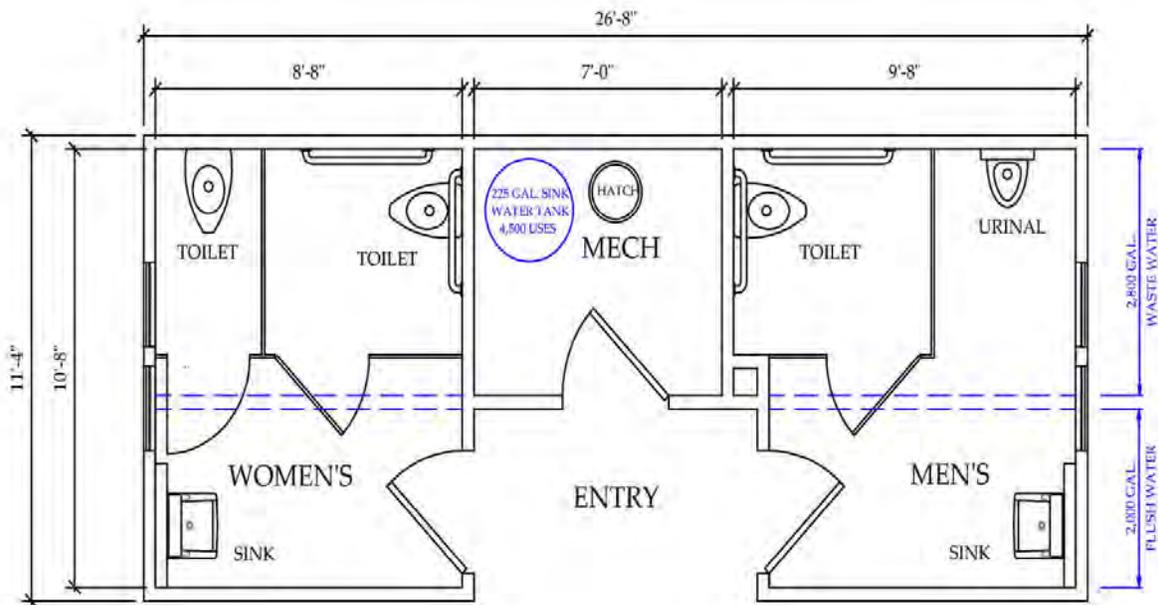
Restroom Facility Samples
Manufacturer: Green Flush Restrooms
Model: Durango II



MALE / FEMALE FLOOR PLAN
DOUBLE UNISEX PLAN SIMILAR

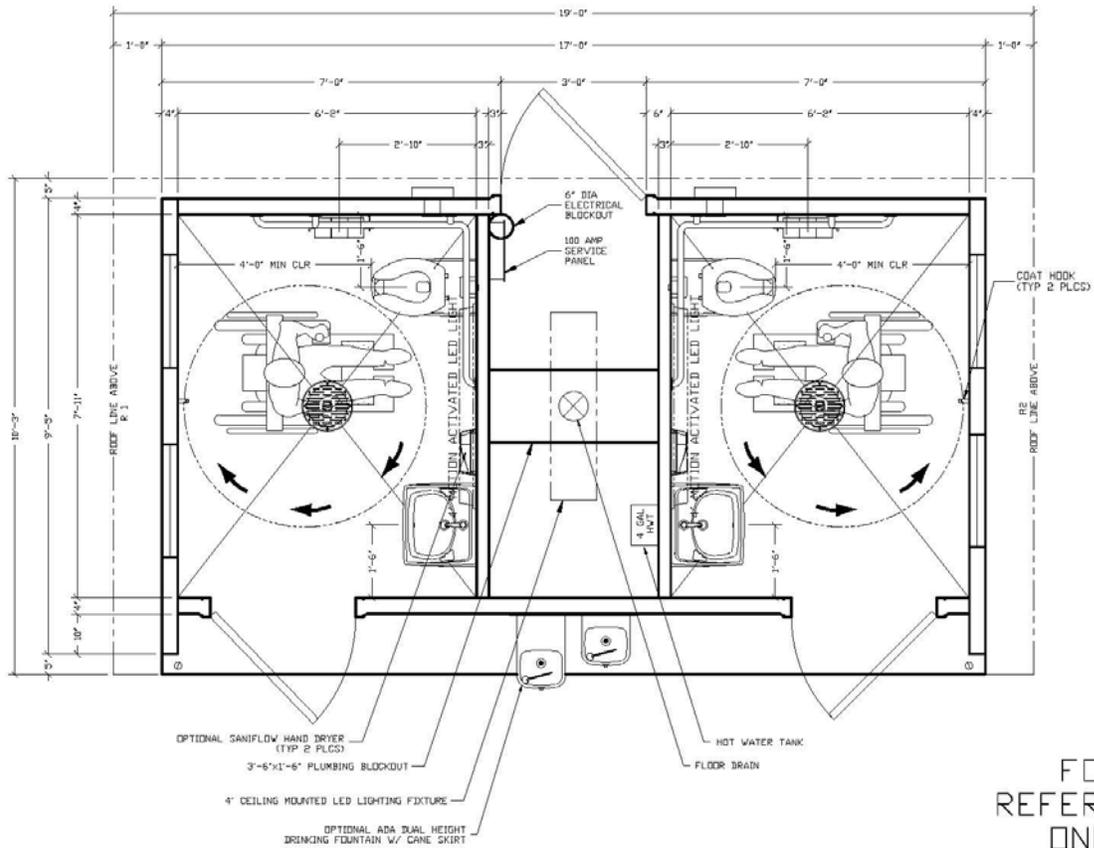
BLUE ITEMS ARE FEATURED ON SELF-CONTAINED MODELS ONLY

Restroom Facility Samples
Manufacturer: Green Flush Restrooms
Model: Silverton



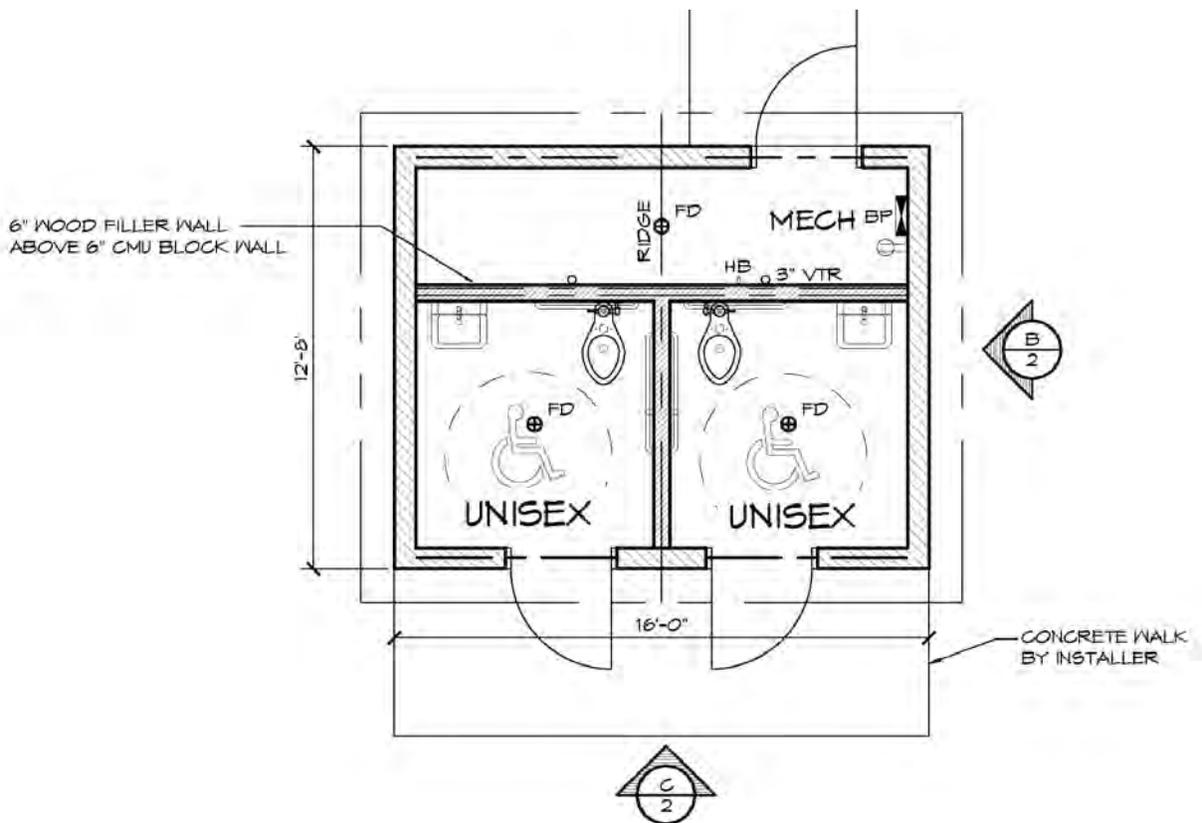
BLUE ITEMS ARE FEATURED ON SELF-CONTAINED MODELS ONLY

Restroom Facility Samples
 Manufacturer: CXT Concrete Buildings
 Model: Cortez



FOR
 REFERENCE
 ONLY

Restroom Facility Samples
Manufacturer: Romtec
Model: 2022



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, a Colorado home rule municipal corporation with an address of 75 South Frontage Road, Vail, CO 81657, (the "Town"), and _____, an independent contractor with an address of _____, ("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 meruit 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.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, in effect now or anytime hereafter.

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; provided that Contractor shall have no liability for any work that has been modified by the Town.

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 \$2,000,000 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 \$2,000,000 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

A. 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.

B. 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. WORKERS WITHOUT AUTHORIZATION

A. *Certification.* Contractor hereby certifies that, as of the Effective Date, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. 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 a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 worker without authorization 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 a worker without authorization 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 U.S. 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 shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF VAIL, COLORADO

Scott Robson, Town Manager

ATTEST:

Tammy Nagel, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(SEAL)

Notary Public

**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:

-

SAMPLE

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the Town of Vail (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public