



REQUEST FOR PROPOSAL

To Provide

Engineering Services

Gore Valley Trail Safety Improvement

Town of Vail
Department of Public Works
Vail, Colorado

REQUEST FOR PROPOSALS
by:
TOWN OF VAIL
DEPARTMENT OF PUBLIC WORKS
March 29, 2024

ADVERTISEMENT AND NOTICE OF INVITATION

REQUESTS FOR PROPOSAL AVAILABLE:

Request for Proposal, including response submittal requirements for:

Engineering Services
Gore Valley Trail Safety Improvement

Will be available for download online at the following web address: www.vailgov.com. All proposers who download the RFP must register with Chad Salli at csalli@vail.gov to be added to the plan holder's list and receive future updates. Failure to do so may result in disqualification. All questions shall be directed to Chad Salli at the above e-mail address by April 15, 2024, by 4:00 pm.

RESPONSE INFORMATION:

Proposals are due by **12:00 PM** local time..... April 18, 2024

Delivered electronically to:

Chad Salli, PE
csalli@vail.gov
Town of Vail
Senior Engineer

RFP Questions deadline at 4:00 pm local time..... April 15, 2024

Contract Award (Anticipated) May 8, 2024

General Project Description

The Town of Vail, Colorado is seeking proposals for professional services from qualified and experienced consulting engineering firms to provide the Town with design services for Gore Valley Trail Safety Improvements along the reach of the Gore Valley Trail behind the Antlers at Vail Hotel.

Submittal Requirements

- A. Proposal submittals shall include one (1) electronic pdf copy which contains:
1. Cover sheet: The cover sheet shall list the name of the Consultant with names, email addresses and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal and how that person(s) can be reached.
 2. Qualifications: The Consultant qualification information shall include:
 - a. Professional resume stating qualifications to provide the services described herein. Include number of years in business, number of employees, location of office or offices, names of principals or employees who will complete the services. All proposed sub-consultants to be used for this contract must be listed and must provide the information addressed above.
 - b. Experience with similar projects
 - c. Work load
 - d. References (three minimum) must be provided identifying each client, a contact person and the client's mailing address and telephone number for similar projects done by the personnel to be involved in these projects.
 - e. Specify personnel assigned by name, position, specific office location, and commitment of time to the Project. Attach resumes of assigned personnel.
 3. Approach: Description of the approach to the project, noting project understanding, unique challenges, assessments, and project interpretation. Include intended deliverables, meetings, estimated milestone completion schedule and other project related information.
 4. Fee: Provide a total cost of proposal along with estimated time and cost of personnel assigned to the project. Proposal costs shall be broken down by necessary tasks and hours and total cost summarized for effort to complete all tasks in the scope of work.
 5. Schedule: Provide a proposed project schedule identifying key tasks and milestone dates and their associated duration.
 6. Any reservations, conditions or constraints related to the request for proposals.

From those firms submitting a proposal, Town of Vail may choose to short-list firms or individuals using the following criteria for final selection: Project Team's Experience; Firm Capability; Past Performance on Similar Projects/Similar Teams, cost and schedule .

Submittal of Proposals

Address all submittals (1 electronic pdf) to the attention of:
Chad Salli, PE
Senior Engineer
Town of Vail
csalli@vail.gov

The deadline for submittals is 12:00 pm April 18, 2024

Data Available to selected Consultant

1. Town of Vail aerial topography

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.

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

- A. The Contractor shall obtain and maintain in force for the term of this Agreement the following insurance coverage's. Certificates of insurance evidencing such coverages shall be furnished to the Town at the time of signing this Agreement. Prior to cancellation of, or material change in, any requisite policy, thirty (30) days written notice shall be given to the Town through its risk manager. All automobile liability and general liability policies shall include the Town and the as an additional named insured by policy endorsement.

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. The consultant shall indemnify and hold harmless the Town, its officers, directors, shareholders, members, partners, principals, agents, attorneys, employees, and subsidiaries and the Colorado Department of Transportation against and from all liability, claims, damages, demands and cost, including attorney fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract.

TOWN OF VAIL

Engineering Services Gore Valley Trail Safety Improvement

General Scope of Work

The Town of Vail is seeking proposals for professional design service for reviewing existing conditions and provide recommendations of Gore Valley Trail Safety Improvements to the reach located behind the Antlers at Vail hotel, specifically including;

- Review the existing horizontal and vertical alignment of the trail in this reach.
- Make recommendations to improve the trail alignment and sight distance.
- Review the condition of the existing stream bank along this section of trail.
- Make recommendations to improve the condition of the stream bank.

The portion of Gore Valley Trail located behind the Antlers at Vail hotel is a 10' wide asphalt paved surface with 1' shoulders, steep vertical grade (+/- 12%) with a tight reverse curve. The trail runs parallel with Gore Creek that has steep slopes from the trail to the creek that are showing signs of erosion. The goal is improving the grade, curvature, and sight distance along this reach of the trail and stabilize/improve the stream bank.

The time period for the work described is May 2024 through July 2024.

Definitions

Town of Vail Engineer – The Town Engineer, or authorize personnel, responsible to the Town for the quality and successful completion of a Town Project. The Town Engineer authorizes interim and final payments and all changes to Contracts for all consultants and contractors.

Consultant – The individual, firm or corporation providing personnel under this agreement to perform construction services as outlined herein.

Contractor – The individual, firm or corporation contracting with the Town to construct a transportation project.

Authorization to Proceed

Work shall not commence until written Notice to Proceed is received by the Consultant and shall be completed in the time specified.

Routine Billing and Reporting

The Consultant shall provide the following on a regular basis:

1. Monthly billing formats, suitable to the Town Engineer, for all contract activities performed by the Consultant.
2. Monthly billing should include a Contract status update.

3. Supporting documentation for all direct costs.

Status of Contract

The Consultant shall monitor the fiscal status of the contract and advise the Town Engineer of any potential for supplementing their contract or negotiating an additional task order. Failure to monitor contract status and provide timely notification may result in discontinuation of the Consultant's services on the project until a supplemental agreement can be affected.

Labor, Materials, Vehicles & Equipment

The Consultant shall furnish all personnel, equipment and transportation required to perform the work. Consultant personnel shall have appropriate vehicles, cell phone, computers, scanner/color printers, digital cameras, calculator, manuals, office supplies, and personal protective equipment (PPE) required for performing the work.

Initial Project Meeting

The Consultant and Town Engineer shall meet to coordinate and schedule the required work. The Consultant shall complete all work in accordance with the approved schedule.

Progress Meetings

Progress meeting with Town staff as needed.

Schedule

- May 2024 – July 2024

List of Exhibits

Exhibit A – Project Area Map

Exhibit B – Professional Services Agreement

Vicinity Map
Gore Valley Trail
Vail, Colorado 81657



Main Vail Interchange
Exit 176

Lionshead Village

Vail Village

Interstate 70
South Frontage Rd

Lionshead
Pt

Gore Creek

Gore Creek

Site Location

Google Earth

Google Earth

© 2018 Google

© 2024 Airbus

Exhibit B

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2024 (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 merit 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 all federal, state and local statutes, regulations, ordinances, decrees 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 and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

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. 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

Russell Forrest, Town Manager

ATTEST:

Stephanie Bibbens, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2024, by _____ as _____ of _____.

My commission expires: _____

(SEAL)

Notary Public