NOTICE
REQUEST FOR PROPOSALS FOR EAGLE RIVER ARMOR FOR THE EAGLE VALLEY TRAIL
EAGLE COUNTY, COLORADO

Eagle, Colorado July 2, 2025

Eagle County, Colorado (the "County") is soliciting proposals for the installation of riverbank armor along the Eagle River to prevent further erosion from impacting the Eagle Valley Trail (the "Project"). 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 delivery to the Eagle County Engineering Department at 500 Broadway, Eagle, CO 81631 before 4:00 p.m. local time on Wednesday August 6, 2025. 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.
No oral, telephone, or facsimile Proposals will be accepted.

The proposal documents may be obtained at the **Eagle County Engineering Department at 500 Broadway, Eagle, CO 81631** during the hours of 8:00 am to 4:00 pm, 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

REQUEST FOR PROPOSALS
INSTRUCTIONS TO RESPONDENTS

1. **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 delivery to the Eagle County Engineering Department at 500 Broadway, Eagle, CO 81631 before 4:00 p.m. local time on Wednesday August 6, 2025.** 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. No oral, telephone, or facsimile Proposals will be accepted. The proposal document is available at www.eaglecounty.us.

2. Written questions pertaining to the project must be submitted before 4:00 p.m. local time on Wednesday, July 23, 2025. 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 emailed to richard.davies@eaglecounty.us with the subject line: "ECO TRAILS EROSION CONTROL FEATURE PROJECT." 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. A mandatory pre-proposal conference for all respondents who wish to submit proposals will be held in person and virtually on Wednesday, July 16, 2025 beginning at 1:00 p.m. local time in the Main Eagle County Room of the Eagle County Building, 500 Broadway, Eagle, Colorado, 81631. Bids will be accepted only from pre-qualified bidders who attend the mandatory pre-bid conference. To receive an invitation to the virtual meeting contact Rickie Davies at (970) 328-3567 or by email richard.davies@eaglecounty.us.

4. Examination of Construction Drawings, Proposal Documents, and Site:

   a. Before submitting a proposal, each respondent shall (a) examine the Construction Drawings and documents associated with the Project thoroughly; (b) visit the site to become familiar with local conditions that in any manner affect cost, progress or performance of the Project; (c) become familiar with federal, state and local laws, ordinances, rules and regulations that in any manner affect cost, progress or completion of the Project; and (d) study and carefully correlate the respondent's observations with the Construction Drawings. The Construction Drawings for the Project are included as Exhibit A. Project Special Provisions are attached as Exhibit B. Erosion Control Feature Photos are attached as Exhibit C. A proposed contractor Project schedule is attached as Exhibit D. The Project location is depicted in Exhibit F.

   b. Access to the site is open.

c. The submission of a proposal shall constitute an incontrovertible representation by the respondent of compliance with every requirement of the Construction Drawings and these Proposal Documents, and that the Construction Drawings and Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for completion of the Project.

5. The proposed fee for completion of the Project shall be calculated pursuant to Exhibit E: Bid Calculation Sheet. Eagle River Armor for the Eagle Valley Trail. All proposals must include completion of the form identified in Exhibit E.

6. Please provide a PDF version of your proposal. Hard copies may also be included but not required. Please include the name, address, and phone number of the submitting firm's project personnel.

6. The County reserves the right, in its sole discretion, to reject any and all proposals submitted in response to this RFP and to waive or not waive informalities or irregularities in proposals received or RFP procedures. Eagle County also reserves the right to re-advertise this RFP as determined by Eagle County to be in its best interest and to accept any portion of any proposal deemed to be in the best interests of Eagle County. Additionally, Eagle County reserves the right to further negotiate cost, terms, or conditions of any proposal determined by Eagle County to be in its best interests.

7. The County may, in 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. The County reserves the right to extend the RFP submittal date or to postpone the award of an agreement.

8. 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 factor the County may consider as determined by the County in its sole discretion. The County may award a contract even if not the lowest priced proposal based upon a review of the identified factors.

9. Respondents are encouraged to clearly identify any proprietary or confidential data or information submitted with the proposal. Regardless of whether or not so marked, the County will endeavor to keep that information confidential, separate and apart from the proposal. Notwithstanding the foregoing, respondents acknowledge that the County may be required to release the information in accordance with the Colorado Open Records Act, order of the court, or other applicable law.

10. The 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.

11. No work shall commence nor shall any invoices be paid until the successful respondent has entered into a fully executed agreement satisfactory to the County in its sole discretion and has provided the requested proof of insurance.

12. No telephone or oral proposals will be accepted.

13. Proposals must be clearly identified on the subject line of the email or on the front of an envelope with **"ECO Trails – Erosion Control Feature."** 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. The 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 set forth below with their proposal.

16. The 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 its 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 the County of the successful respondent, the County will give the successful respondent the first right to negotiate an agreement acceptable to the County in its sole discretion. In the event that an agreement satisfactory to the County cannot be reached, the County may enter into negotiations with one or more of the remaining respondents. The 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 $1,000,000 aggregate limits."

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, successors or assigns, its elected officials, employees, agents and volunteers as additional insureds. A certificate of insurance consistent with the foregoing requirements is attached hereto.

ii) Contractor's certificates of insurance shall include all sub-contractors, if any as additional insureds under its policies or Contractor shall furnish to County separate certificates and endorsements for each sub-contractor.

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

iv) 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.

v) 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."

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: **ECO Trails – Erosion Control Feature**

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

(a) Agrees 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 respondent even though not the lowest cost;
(c) Acknowledges and agrees that the discretion of Eagle County, Colorado in selection of the successful respondent(s) 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 the respondent has the authority to sign this Proposal Form and bind the company named below. The respondent 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 Respondent: _____
Signature of Respondent: _____

REQUEST FOR PROPOSALS

PROJECT DESCRIPTION

Eagle County is soliciting proposals for the installation of riverbank armor along the Eagle River to prevent further erosion from impacting the Eagle Valley Trail (the "Project").

SCOPE OF SERVICES

The Project includes the following: removing onsite material and replacing the material with large boulders. The finished product will closely resemble the existing riverbank armor that was installed at this location in 2019 (shown in Figure 1).



Figure 1: Riverbank Armor Installed in 2019.

It is almost certain that an existing CenturyLink fiber optic utility line will be exposed during this Project. The successful respondent must use extreme caution to ensure the line is not damaged.

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. **Project Narrative.** Provide a narrative or other form to explain your firm's intended approach to the overall Project. Identify who will be directly involved with the Project. Describe the roles of each member of your proposed team.

4. **Experience.** Briefly explain your company's qualifications to provide the services relevant to this project. e.g., similar riverbank protection projects.

5. **Schedule.** Provide a detailed schedule, including how many weeks it will take from start to finish. The Project must be complete by November 15, 2025. The County is flexible on the start date, but once started, the successful respondent shall adhere to the number of weeks in the proposed schedule.

6. **Budget/Pricing.** Fill out the form titled Bid Calculation Sheet attached as Exhibit E. Contractors must estimate the quantities. Bids will be compared by looking at the Unit Price as much or more as the Total Cost.

7. **Familiarity with Eagle County.** Provide a narrative describing familiarity with Eagle County.

8. **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.

9. **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.

10. **Evaluation Criteria**. 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 factor the County may consider as determined by the County in its sole discretion. The County may award a contract even if not the lowest priced proposal based upon a review of the identified factors.

Attachments:

- EXHIBIT A - ECO TRAILS - EROISON CONTROL FEATURE - PLAN SET
- EXHIBIT B - ECO TRAILS - EROSION CONTROL FEATURE - PROJECT SPECIAL PROVISIONS
- EXHIBIT C - ECO TRAILS - EROSION CONTROL FEATURE – PHOTOS
- EXHIBIT D - ECO TRAILS - EROSION CONTROL FEATURE - CONTRACTOR PROJECT SCHEDULE
- EXHIBIT E - ECO TRAILS - EROSION CONTROL FEATURE - BID CALCULATION SHEET
- EXHIBIT F – LOCATION MAP