NOTICE
REQUEST FOR PROPOSALS WITH A GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION OF THE CULVERT PIPE AT THE JW DRIVE AND EL JEBEL ROAD INTERSECTION
EAGLE COUNTY, COLORADO

Eagle, Colorado January 13, 2026

Eagle County, Colorado is soliciting proposals with a guaranteed maximum price ("GMP")
from contractors to perform the construction of the culvert pipe and associated diversion box and concrete endwall at the intersection of JW Drive and El Jebel Road in the El Jebel area of Eagle County, Colorado (the "Project").

The scope of services for the Project includes, but is not limited to:

- Setting up Traffic Control
- Removal of asphalt and concrete sidewalk
- Removal of Existing Structure
- Culvert Pipe Installation
- Backfill Foundation Material
- Pave HMA
- Form Diversion Box and Endwall
- Tie Rebar Diversion Box and Endwall
- Pour Concrete Diversion Box and Endwall
- Clean-up and Demobilization

Construction of the Project is anticipated to last approximately three (3) weeks from March 23, 2026 through April 10, 2026. This Request for Proposals ("RFP") will be non-exclusive. Eagle County reserves the right to purchase supplies or services from other professionals.

Questions pertaining to the Project must be in writing and submitted no later than 4:00 p.m. on Wednesday, February 4, 2026. Questions can be emailed to richard.davies@eaglecounty.us with the Subject Line: "CULVERT PIPE AT JW DRIVE PROJECT." Addendum(s) with responses to written questions will be posted on the Eagle County website at https://www.eaglecounty.us no later than 4:00 p.m. on Thursday, February 5, 2026.

Proposals must be received by email to richard.davies@eaglecounty.us, 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 no later than 4:00 p.m. on WEDNESDAY, FEBRUARY 11, 2026. 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 documents may be obtained at the Eagle County Engineering Department at 500 Broadway, Eagle, CO 81631 during the hours of 8:00 a.m. to 4:00 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* and the *Aspen Times*.

REQUEST FOR PROPOSALS
INSTRUCTIONS TO RESPONDENTS

1. Eagle County, Colorado will be receiving proposals by email to richard.davies@eaglecounty.us, U.S. Mail at the office of the Engineering Department, P.O. Box 850 Eagle, CO 81631; or by FedEx, UPS, DHL, or hand delivery to the Engineering Department, 500 Broadway Eagle, CO 81631 no later than 4:00 p.m. on **WEDNESDAY, FEBRUARY 11, 2026.**

2. Any question, interpretation or clarification regarding this Request for Proposals ("RFP") is required no later than 4:00 p.m. on **WEDNESDAY, FEBRUARY 4, 2026**. Responses, if any, will be issued by addenda posted to www.eaglecounty.us no later than 4:00 p.m. on **THURSDAY, FEBRUARY 5, 2026**. All questions regarding this proposal must be in writing to Rickie Davies, Senior Staff Engineer. Questions may be 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. One (1) copy of your proposal is required. If brochures or other supportive documents are requested, then it is required that one (1) set be submitted with your proposal.

4. Eagle County reserves the right, in its sole discretion, to determine eligibility criteria for bidders or proposers, 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 or to otherwise provide the services as determined by Eagle County to be in its best interest, to accept any portion of a proposal deemed to be in the best interests of Eagle County to do so, or to 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 or 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, the respondent's familiarity with Eagle County, and any other factors the County may consider as determined by Eagle County in its sole discretion.

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, respondents acknowledge that Eagle County may be required to release the information in accordance with the Colorado Open Records Act, order of the court, or other applicable law.

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. No telephone or oral proposals will be accepted.

12. Proposals must be clearly identified by the subject line or 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.

13. 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.

14. All respondents must include a fully executed Proposal Form with their proposal.

15. 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 the County's evaluation of the selection criteria.

16. This RFP is not intended to completely define the contractual relationship to be entered into with the successful respondent(s). Any awarded agreement will require compliance with all applicable federal and state laws and regulations applicable to the Project, including but not limited to, C.R.S. § 8-17-101 et seq., C.R.S. § 30-20-1101 *et seq.*, C.R.S. § 38-26-105, and C.R.S. § 38-26-106.

17. 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 Eagle County's sole discretion. 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.

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

19. The successful respondent(s) shall comply with the following bond and insurance language which shall be included in the agreement to be awarded unless otherwise agreed to in writing by Eagle County:

"PERFORMANCE AND OTHER BONDS

Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect at least until two years after the date of final payment, except as otherwise provided by law. Contractor shall also furnish other bonds as are required by the Contract Documents. All bonds shall be executed by such sureties as (a) are licensed to conduct business in the state of Colorado, and (b) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

If the surety on any bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in the state of Colorado, or it ceases to meet the requirements of clauses (a) and (b) of paragraph 5.1, Contractor shall within five days thereafter substitute another bond and surety, both of which shall be acceptable to Owner.

INSURANCE:

Contractor shall procure and maintain for the duration of the contract, and for five (5) years
thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL) insurance covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and

personal & advertising injury with limits no less than $2,000,000 per occurrence and $5,000,000 in the aggregate.

2. Automobile Liability Insurance with limits of no less than $2,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by law.

4. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions.

5. Protective Liability Insurance with limits of no less than $2,000,000 per occurrence and $5,000,000 in the aggregate issued to and covering the liability for damages imposed by law upon Contractor and each Subcontractor with respect to all Work under the Agreement performed for Contractor by Subcontractors.

6. Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Owner.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Owner, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage as respects Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Owner, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Owner.

BUILDERS RISK (COURSE OF CONSTRUCTION) INSURANCE

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name Owner as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of Owner, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Owner's site.

UMBRELLA OR EXCESS POLICIES

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to Owner.

WAIVER OF SUBROGATION

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Owner for all work performed by the Contractor, its employees, agents and subcontractors.

VERIFICATION OF COVERAGE

Contractor shall furnish Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a

copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SUBCONTRACTORS

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Owner is an additional insured on insurance required from subcontractors.

DURATION OF COVERAGE

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

SPECIAL RISKS OR CIRCUMSTANCES

Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances."

Further, the successful respondent(s) shall comply with the following indemnification language which shall be included in the agreement to be awarded:

"To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Owner and Engineer, and their officials, agents, and employees, from and against all claims, damages, liabilities, losses, and expenses including, but not limited to, attorney's fees and costs arising out of, or resulting from, the performance or non-performance of the Work, and including, but not limited to, claims, damages, liabilities, losses, or expenses attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom or is caused, in whole or in part, by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Nothing in the Contract Documents shall be interpreted so that Owner or Engineer waives its sovereign immunity granted under Colorado Governmental Immunity Act."

REQUEST FOR PROPOSALS WITH A GUARANTEED MAXIMUM PRICE
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: **CONSTRUCTION OF THE EL JEBEL INTERSECTION**

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 WITH A GUARANTEED MAXIMUM PRICE
PROJECT DESCRIPTION

Eagle County, Colorado is soliciting proposals with a guaranteed maximum price ("GMP")
from contractors to perform the construction of the culvert pipe and associated diversion box and concrete endwall at the intersection of JW Drive and El Jebel Road in the El Jebel area of Eagle County, Colorado (the "Project").

SCOPE OF SERVICES

The scope of services for the Project includes, but is not limited to:

- Setting up Traffic Control
- Removal of asphalt and concrete sidewalk
- Removal of Existing Structure
- Culvert Pipe Installation
- Backfill Foundation Material
- Pave HMA
- Form Diversion Box and Endwall
- Tie Rebar Diversion Box and Endwall
- Pour Concrete Diversion Box and Endwall
- Clean-up and Demobilization

Construction is anticipated to last 3 weeks, from March 23, 2026 to April 10, 2026.

Any required permits will be obtained by Eagle County, including Eagle County Grading Permit and Eagle County Public Way permit. All material, equipment, installation, or construction shall be in accordance with the latest edition of the Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction (2025) latest updates.

Exhibits to this RFP include:

- EXHIBIT A - PROJECT DESIGN PLAN SET
- EXHIBIT B - PROJECT SPECIAL PROVISIONS
- EXHIBIT C – BID CALCULATION SPREADSHEET
- EXHIBIT D – PROPOSED PROJECT SCHEDULE

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.** Demonstrate past experience working on similar projects of the same size, scope, and complexity.

4. **Schedule.** Provide a construction schedule which details the start date and duration in days for the items listed in the Scope of Services. The construction schedule should anticipate a start date of March 23, 2026 and Project completion prior to April 10, 2026.

5. **Budget/Pricing.** Provide itemized cost estimate based on the estimated quantities listed in the plan set in accordance with EXHIBIT C – BID CALCULATION SPREADSHEET

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

7. **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.

8. **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.

9. **Deliverables.** In addition to the scope of services described above, deliverables will include:

- Product certification information, if applicable.
- Test reports, if applicable.
- Final calculated quantities
- Approval of As-Built drawings

10. **Evaluation Criteria**. Evaluation criteria will include, but not be limited to, the lowest, qualified bid, experience with projects of similar scope, ability to meet the project schedule, familiarity with Eagle County, and any other factors the County may consider as determined by Eagle County in its sole discretion.

EXHIBIT A
PROJECT DESIGN PLAN SET

EXHIBIT B
PROJECT SPECIAL PROVISIONS

EXHIBIT C
BID CALCULATION SPREADSHEET

EXHIBIT D
PROJECT PROPOSED SCHEDULE