



## **REQUEST FOR PROPOSALS FOR GENERAL CONTRACTOR SERVICES**

### **CIRCLE PARK and MEEKER RIVERFRONT PROJECT**

**Release Date:**

Wednesday, June 5, 2024

**Contact:**

Town of Meeker  
345 Market Street  
Meeker, Colorado 81641  
Phone – 970-878-5344

**BidNet:**

[bidnetdirect.com/colorado/townofmeeker](https://bidnetdirect.com/colorado/townofmeeker)

**RFI deadline:**

Thursday, June 13, 2024 @ 3:00 pm

**Submission deadline:**

Thursday, June 20, 2024 @ 3:00 pm

## Summary

The Town of Meeker, a statutory municipality of the State of Colorado ("**Town**"), and the Eastern Rio Blanco Metropolitan Recreation and Park District, a political subdivision of the State of Colorado ("**ERBM**", and collectively with the Town, the "**Clients**"), invite proposals from qualified River/Riparian and Landscape Construction firms ("**Contractor(s)**") to submit a proposal for a design/build construction project in concert with GEI Consultants ("**Engineer**") for the Circle Park Meeker Riverfront Project ("**Project**").

A preliminary set of plans, recommended design changes, and contract documents may be obtained from Meeker Town Hall or at [townofmeeker.org/current-rfps](http://townofmeeker.org/current-rfps). Engineer is currently finalizing preliminary plans to create construction-ready documents so proposals should include Contractor's qualifications, an estimated cost summary, references for similar work, and Contractor's ability to work with Engineer on achieving efficient methodology for construction and staying within budget.

Proposals must be received by the Town by 3:00 p.m. on Thursday, June 20, 2024 and can be mailed or hand delivered to Meeker Town Hall at 345 Market Street in a sealed envelope with "Circle Park Proposal" written on the front. Any documents received after the Submission Deadline will not be considered.

The successful Contractor will be expected to enter into a Construction Agreement (Attachment A), must provide performance and payment bonds, and must maintain workers' compensation and general and auto liability and insurance in the amount of no less than \$1,000,000 during the project.

The Clients reserve the right to reject any and all proposals; to change, add, or amend the specifications or Construction Agreement (Attachment A); to waive any informalities; and the right to disregard all non-confirming, conditional, or counter proposals. Each proposal shall be reviewed and considered consistent with the provisions of the Town of Meeker Purchasing Policy.

All proposals and supporting documentation shall become the property of the Clients and will constitute a public record, unless at the time of submitting a proposal, a contractor specifically identifies the portion(s) of the proposal that contains proprietary information or trade secrets, which portion(s) shall be segregated from the other portions of the proposal, so as to allow disclosure of the non-confidential portion(s) of the proposal in accordance with all Applicable Law.

## **Background and Introduction**

The purpose of the Project is to promote public connection and access to the ecologic, economic, and recreational benefits of the White River by accomplishing the following objectives:

- a. Improving public safety and accessibility of river and adjacent park amenities through construction of three in-Town access points (3rd Street, Circle Park, and 10th Street), accessibility ramp at park, parking/circle drive, and valuable trail connections;
- b. Improving water quality through bank stabilization and arresting harmful erosion impacts;
- c. Improving riparian environment by cleaning up 600' of bank, adding natural storm drainage features, and implementing park landscaping and overall vegetation plan;
- d. Encouraging public involvement through outreach and education efforts in partnership with local stakeholders and civic groups.

The Project is a substantial public improvement that is a collaborative effort between the Clients and is expected to have a positive impact toward advancing the Clients' outdoor recreation-focused community vitality efforts. In 2020, the Clients partnered to assess existing conditions and perform a fluvial geomorphological assessment of the river, specifically at Circle Park, located at 1 South 5<sup>th</sup> Street. This assessment formed the basis for the initial conceptual design of the river access points at 3<sup>rd</sup> Street and 10<sup>th</sup> Street. The Clients then secured an Aquatic Resources Inventory Report in 2021 and engaged SWCA Environmental Consultants in 2022 to provide design and engineering services. In early 2023, SWCA worked to secure NWP 13 – Streambank Stabilization, NWP 18 – Minor Discharges, and NWP 42 – Recreational Facilities for the work at all three river access points. The Clients switch gears in 2024 contracting with GEI Consultants to complete the design, engineering, and oversight of the construction for the project.

## **Scope of Work**

Preliminary plans, recommended design changes, and contract documents may be obtained from Meeker Town Hall or at [townofmeeker.org/current-rfps](http://townofmeeker.org/current-rfps). Contractor would be required to work with project design and engineering consultants to finalize construction ready design that maximizes efficient construction methods and minimizes cost. Work would include all riverbank stabilization and landscaping included in the final design plans.

The Clients shall have the right to modify the Scope of Work at any time in their sole discretion, provided that the Clients and the Contractor mutually agree to any adjustments in the compensation or the time for achieving substantial completion.

## **Proposal Requirements**

The following information must be provided in the proposal:

- a. Name, Title and Contact Information Include the name of the person or persons who will be authorized to make representations on behalf of the contractor, with all contact information.
- b. Certificate(s) of Insurance; Endorsement(s) Show evidence of insurance through appropriate certificates, and if applicable, endorsements, including workers' compensation, general liability, auto liability, and any other required coverages.
- c. Qualifications and Related Experience Demonstrate the qualifications of the Contractor's specialized experience and competence to provide services required. Provide the names and qualifications of any outside subcontractors and/or associates that will be employed to assist on the work to be performed under your proposal.
- d. References Provide a list of names and contact information for at least three (public sector preferred) clients for which the Contractor has successfully completed similar projects within the past five years and include a description of each project.
- e. Description of Proposed Approach Provide information on the tasks that must be accomplished to complete the Project and how the contractor will be able to do so in a timely fashion. Include any foreseeable challenges this Project presents and the approach for addressing these challenges. Specifically describe the approach for accessing the park across the 5<sup>th</sup> street bridge given load weight restrictions and trip number limits.
- f. Project Schedule Include a proposed timeline for the completion of the project, including specific areas of concentration (i.e. bank stabilization, cement, paving, landscaping). The Clients' preferred deadline for Project completion is June 30, 2025
- g. Project Pricing Provide an estimated Guaranteed Maximum Price. Clients reserve the right to scale the Project according to pricing. Total price shall include labor, materials, equipment, mobilization and demobilization, and any incidental items to complete the project in accordance with the specifications. The Guaranteed Maximum Price must include the cost of Performance and Payment bonds in accordance with General Provisions item (e).

## **Selection Criteria and Process**

Selection of the Contractor will be based upon a number of factors, including but not limited to:

- Qualifications and relevant experience
- Estimated cost
- Contractor's references and past performance
- Ability to work within a prescribed time frame
- Knowledge and understanding of local conditions
- The Contractor's approach to the Project and the services provided

All proposals received by the stated submission deadline will be opened and read aloud at a public meeting. The Clients reserve the right to reject any or all proposals; to change, add, or amend the specifications; to waive informalities or irregularities in the proposals received, to reject non-conforming, non-responsive or conditional proposals, and to accept the proposal, if any, that in the Clients' judgment best serves the interest of the Clients and the community.

## **General Provisions**

- a. Estimations All estimated quantities stipulated in the proposal are approximate and to be used as a basis for estimating probable cost of the work. It is understood that the actual amounts of work done and materials furnished under unit price may vary from estimated quantities depending on environment conditions, however the unit price proposed will remain firm and will not be renegotiated and any increase in the actual quantities shall not form a basis for increasing the Guaranteed Maximum Price unless approved by the Clients through a written Change Order. Any statement that indicates "price in effect at time of delivery" will not be considered.
- b. Proposal Mistakes and Irregularity Contractors may be requested to provide clarification on any part of a proposal that appears incongruous. Any minor irregularity in the proposal that is a matter of form and not substance can be clarified and corrected without prejudice to the bid process. In no event is a Contractor allowed to change a proposed price or total cost after the submission deadline.
- c. Insurance Requirements The successful contractor is required to maintain worker's compensation as required by Colorado law, and general liability and auto liability insurance in the amount of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate during the Project. The general liability and auto liability shall, by endorsement or otherwise, include the Clients as additional insureds and shall state that the Contractor's insurance is primary and non-contributory from the Clients' insurance.

- d. Performance and Payment Bonds The successful Contractor is required to furnish a Performance Bond in the amount of 100% of the Guaranteed Maximum Price as security for the performance of the contract documents, and a Payment Bond in the amount of 100% of the Guaranteed Maximum Price as security for the payment of all persons performing labor and furnishing materials in connection of the Project.
- e. Project Liaison Contractors shall work in coordination with the Project Engineer and the US Army Corps of Engineers' Office to ensure proper implementation of all Nationwide Permits.
- f. Laws and Regulations Contractors are solely responsible for complying with all applicable federal and state laws, municipal ordinances, and any other regulations having jurisdiction over the Project.
- g. Process and Termination Clients have the right to terminate, suspend, or modify this selection process at any time; reject any and all proposals at any time; and waive any informalities, irregularities, or omissions in proposals at any time; all in the best interests of the Clients. The Contractor is solely responsible for all costs associated with the preparation of the proposal and any other costs incurred during the selection process.

### **Construction Agreement**

The Clients' acceptance of a proposal is conditioned upon the Clients and the Contractor executing an agreement in a form similar to the sample Construction Agreement (Attachment A). Changes or additions may be made to this Agreement by the Clients prior to signature by the Clients and the Contractor. If a Contractor has objections to any aspect of the Agreement, those objections must be identified in writing and included separately with the proposal. The objections will be considered by the Clients during the selection process, along with the additional factors listed above, and any additional factors the Clients deem appropriate. If the parties have not signed an agreement within 30 days of the Clients' conditional award of the Project to the Contractor, the Clients may withdraw the conditional award and award or initiate discussion with any other Contractor that submitted a proposal; or the Clients may terminate this RFP process and initiate a new RFP process or take such other action as deemed appropriate in the Clients' best interests.