

The Town of Dolores
Flanders Park Restroom
Construction Project
Request for Proposal

RFP 24-02

April 12, 2024

420 Central Avenue, PO Box 630, Dolores, CO 81323

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REQUEST FOR PROPOSAL

The Town of Dolores, Colorado (TOD) is seeking fixed-priced proposals, as detailed in this Request for Proposal (RFP), for the Dolores Flanders Park Restroom Construction Project RFP 24-02 (project).

There will be a mandatory walk through for this project.

GENERAL INFORMATION

The project site address is 430 Central Avenue, PO box 630, Dolores, CO 81323, in Montezuma County. The Town of Dolores (TOD) owns the property. Flanders Park is the community's central square. The park shares the square block with the Dolores Town Hall and the Galloping Goose Historical Society railroad station/museum and Galloping Goose. The town hall building is expected to be vacated on or around May 1, 2024, and the building will be demolished shortly after that. The Galloping Goose museum, track and the Galloping Goose engine will remain as part of Flanders Park. The demolition schedule date is contingent upon the completion of the construction of a separate facility.

TOD has commissioned Connie Giles as the project architect. The town will act as the owner representative. **The scope of work includes project due diligence, preparation of scope of work and technical documents,**

The TOD has performed comprehensive due diligence in preparation for the restroom construction project. The following is a summary of that information. These documents contain the information required to assist the contractors in preparing bids for the scope of work,

- a) The TOD commissioned an Architectural plan for the restroom from Connie Giles architect in 2021. The plan was updated to include details of the Decorative Handrail. All bids shall be based on the two reports Exhibit "A"
- b) The TOD commissioned Linda Robinson Studios to develop a Master Plan for Flanders Park that shows the park without the town hall and with the restroom. The Master Plan was adopted by the Dolores Town board.
- c) The TOD shall use the AIA 105-2017 Standard short form of agreement between the Owner and Contractor in conjunction with the TOD And Connie Giles Architect technical specification and civil drawings
- d) **The TOD will be responsible for:**
 - The Town of Dolores Public Works Department will construct and install the following,
 - i) **Utilities**
 - (1) Water line and water meter – A ¾" water meter will be installed located outside the building envelope. The connection to the water meter will be located four feet (4') outside the building footprint to the east of the building. It will be the contractor's responsibility to connect to the line provided at that point. A shut off valve is required within 12" of the floor penetration inside the building.
 - (2) Sewer line – A 4" sewer connection will be provided four feet (4') outside the building footprint to the east of the building. It will be the contractor's responsibility to provide a clean-out and connect to the sewer line provided.
 - (3) Temporary electrical service – Electrical will be provided at the existing town hall on the southwest corner of the board room. A single 220 outlet and four (4) 110-volt outlets will be provided.

- (4) Natural gas – No Natural gas utilized in the building.
- ii) **Site Prep**
 - (1) All lawn sprinkler piping will be removed from the building envelope.
 - (2) All topsoil will be removed down to native soil.
 - (3) ¾" Class 6 road base fill will be installed in 4" lifts and compacted.
 - (4) An elevation Certificate will be completed and provided.
 - (5) Survey markers will be installed for building corners.
- e) TOD has been awarded funding under the CDOT Strengthening Downtown CDPHE Brownfield Grant Program to assist in the cost of the restroom construction.
- f) Bidders should review this entire document to ensure all deliverables are accounted for.
- g) The TOD will have a website to answer any questions regarding this bid package.
- h) The project must be completed, and all invoices submitted by November 15, 2024.**

GENERAL INSTRUCTIONS

This document provides a general overview of the scope of work, required submittals, technical specifications, and the prescribed processes of the project. All bids shall be completed according to the items, conditions, regulations, and procedures outlined in this document package. All these documents and appendices, taken together, are referenced as the Project Documents. Proposal instructions, terms and conditions, specifications, drawings, and prescribed forms for the submission of this bid that are not included in this document will be made available at the Town of Dolores web site: <https://townofdolores.colorado.gov/opportunities>

In submitting a bid, the contractors agree that upon notification, they will execute the contract agreement and furnish the required licenses, insurance certificates, payment/performance bonds, IRS W-9, and any other items requested in the contract documents. Failure to provide any information may result in the cancellation of contract consideration or award.

The final Contract will be awarded to the successful bidder based on "Best Value" per the Town of Dolores Procurement Policy. Best value shall be determined by the Town of Dolores (TOD) and Connie Giles Architect in their sole discretion based on the following parameters: quality of overall qualification, submittal, financial strength/bonding ability, proposed means and methods, safety record, review of citations/notice of violations, capacity/capabilities, experience in similar projects, quality of equipment, value engineering proposals contained in the bid, references, and interview with the bidder.

Upon completing the bidding process, the TOD shall shortlist based on the abovementioned criteria. The shortlisted contractors shall then undergo a "Value Added Engineering" process. Shortlist contractors will also be allowed to give a 30-minute presentation during the group interview process.

Schedule of Activities for RFP	Deadline
RFP Issued	April 12, 2024
Mandatory Walk-through	April 23, 2024, 10:00 am
Deadline for Questions	April 25, 2024
Deadline for Responses to Questions	April 26, 2024
Proposal Submission Deadline	May 3, 2024
Notice of Intent to Award	TBD

Point of Contact

Questions concerning this RFP and the procedures for responding to it should be directed in writing, e-mail only, to the Town of Dolores Building Official, David Doudy at david@townofdolores.com

Written Inquires

Contractors may submit questions or request clarification of any aspect of the Request for Proposal. The Town will only respond to questions submitted in writing. Responses to inquiries will be posted on the Town of Dolores website <https://townofdolores.colorado.gov/opportunities>

RFP Preparation Cost

Issuance of this RFP does not commit the Town of Dolores to pay any cost for the preparation and submission of the RFP, nor does the issuance of the RFP obligate the Town to award a contract or purchase. All costs related to the preparation and submission of the RFP shall be paid by the bidder.

Confidentiality / Proprietary Information

The Town neither requests nor encourages the submission of confidential/proprietary information in response to the RFP. All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for materials that are proprietary or confidential. Neither a proposal in its entirety nor proposal price information will be considered confidential/proprietary.

Rights of the Town

The Town reserves the right to accept or reject any or all proposals. The Town reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request clarification or other information to evaluate any or all proposals. The Town reserves the right, before awarding the Contract, to require the proposer (s) to submit evidence of qualification or any other information the Town may deem necessary. The Town reserves the right, prior to Board approval, to cancel the RFP or portions thereof without penalty. The Town reserves the right to (1) accept the proposals of any or all the items it deems, at its sole discretion, to be in the best interest of the Town, and (2) the Town reserves the right to reject items proposed or awarded to multiple proposers. The proposal will be evaluated and given points according to how well it meets the specifications and requirements of the RFP. The proposal with the highest number of evaluation points will be ranked first; however, nothing herein will prevent the Town from making multiple awards, deeming all proposals responsive, and assigning work to any firm deemed responsive. The Town reserves the right to negotiate further any proposal with the highest-rated proposer, including price. If an agreement cannot be reached with the highest-rated proposer. The Town reserves the right to negotiate and recommend an award to the next highest proposer or subsequent proposer until an agreement is made.

Conflicts of Interest

All Offerors must disclose the name of the officer, director, or agent who is also an employee of the Town. All Offerors must reveal the name of any Town employee who owns, directly or indirectly, any interest in the Offeror's Business or any of its branches.

Start and Completion Dates

Include in your proposal the anticipated construction start date and the anticipated completion date.

**BID
SUBMITTALS**

The bid package shall include the following information and backup data.

- All packets must be submitted in a sealed envelope clearly marked with the firm's name, addressed to Town of Dolores Flanders Park Restroom Construction Project RFP-24-02, and received by the Town of Dolores, Town Clerk, prior to the submission date.

- Sealed offers are to be submitted to:
 Tammy Neely – Town Clerk
 420 Central Avenue
 PO Box 630
 Town of Dolores
 Dolores, CO 80132
- Submission Deadline: **4:00 April 24, 2024**
- The opening will be public. Offerors will be notified if their submittal is not accepted. The Submittal shall remain the property of the Town of Dolores.
- Contractors (s) shall include a summary of their company history, services, and deliverables.
- Contractor (s) shall include two hard copies and one digital copy on a jump drive.
- Contractors (s) shall include a brief write-up on the “Means and Methods” proposed to perform the work in their proposal. This shall include job approach, equipment, technique, management, and subcontractor roles.
- Contractors (s) shall include a schedule/ time requirement for the days required to complete the scope of work including a start and ending date.

BRIEF DESCRIPTION OF SITE

The site consists of one square block of 1.56 acres owned by the TOD, also known as Flanders Park. Flanders Park is the town square of the TOD. The location for the restroom is in the southwest portion of the park adjacent to State Highway 145 as indicated in the construction documents that are provided in the bid package.

CURRENT SITE

CONDITIONS

The restroom site is currently unoccupied. The TOD town hall building is located in Flanders Park. The TOD plans to demolish the town hall building and at this time while there is no set deadline for the demolition, the town anticipates that occurring in late summer or fall of 2024.

DOCUMENTS, SURVEYS, AND REPORTS

The Town of Dolores has performed a comprehensive Due Diligence in researching the scope of work for this project. The following documents contain the necessary information to assist contractors in preparing bids for restroom construction, site management, and final site conditions. All the following documents are available on the TOD website: <https://townofdolores.colorado.gov/opportunities>

SCOPE OF WORK

The scope of work consists of the construction of the Flanders Park Restroom.

General

- The Contractor (s) shall conform to all TOD codes, guidelines, policies, licenses, permits, regulations, bonds, insurance requirements, and all items in the contract documents.
- The Contractor (s) shall provide a job site utility box/trailer suitable for securing the Contractor's tools and supplies.
- The Contractor (s) shall be responsible for site security during the project.
- The Contractor (s) shall be responsible for project signage per the Town of Dolores code and guidelines.
- The Contractor (s) shall disclose all sub-contractors and suppliers to the Town of Dolores for approval.
- The Contractors shall be responsible for temporary sanitation requirements.
- The General Contractor is responsible for ensuring that all selected site Superintendents, Managers, Foremen, and Leadsman have read, reviewed, and understand the contract documents, job specifications, and all guidelines associated with the project. Verification is required.
- The Town of Dolores has agreed to keep the domestic water and electricity in place.
- The Town of Dolores shall be responsible for:
 1. Site preparation as outlined in the General Information Section.
 2. Utilities as outlined in the General Information Section.
- The Contractor (s) shall be responsible for immediately reporting to the TOD any citations or warning letters from any outside governmental agency, regulatory inspector, consultant, or legal agency.
- The Contractor (s) shall be responsible for reporting any safety incidents, near misses, or lost time injuries requiring medical attention immediately.
- The Contractor (s) shall immediately report any disputes with sub-contractors that could result in action upon the TOD.
- The Contractor (s) shall be responsible for implementing an OSHA-approved safety program.
- The Contractor (s) shall be responsible for preparing a weekly operations report to include schedule attainment, potential problems, plans, copies of manifests to landfill, and any negative confrontations with the public.

SPECIAL CONDITIONS AND INSTRUCTIONS

- The Town of Dolores may make such investigations as deemed necessary to determine the ability of the bidder to perform this type of project, and the bidder shall furnish the Town with all such information as requested for this purpose; the Town reserves the right to disqualify any bid if the evidence resulting from the investigation shows, in the opinion of the Town, that the bidder is not appropriately qualified to perform the work described herein.
- The Contractor shall include the contact information of their last three (3) projects in their bid packages as references.
- No weekend or holiday work will be performed with prior approval from the Town.
- Construction parking, including workers' vehicles, shall be restricted to property. Vehicles shall not be permitted to conflict with the safety, access, or flow of vehicular, pedestrian, or bicycle traffic at any time.

- Working Hours are from 7:00 a.m. to 5:00 p.m. Additional work hours must be approved by the Town.
- The Contractors shall be responsible for clearing parking from streets when such parking will interfere with the work. “No Parking” signs shall be placed in the work zone at least 48 hours prior to the beginning of work. Contractors shall be responsible for notifying emergency services of any street closure 48 hours before any closure previously approved by the Town Traffic Engineer.
- All personnel working in the work zone shall wear a high-visibility orange or lime green shirt, jacket, or vest with reflective material that complies with MUTCD and ANSI 107 standards. Additionally, a hard hat and steel-toe footwear shall be required for all workers at all times.
- Contractors shall prevent pollution by sanitary wastes, sediments, debris, and other substances resulting from work activities by preventing sediment, debris, or other substances from entering water systems, sanitary sewers, stormwater drains, and culverts, and retaining all spent oils, hydraulic fluids, and other petroleum fluids in containers for disposal off-site.
- The contractors shall guarantee the construction equipment, materials, and workmanship furnished under this Contract to be as specified and free of defects for two (2) years after the date of the final payment. The Contractor or the surety shall pay the cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for the replacement or repair of part.
- When the work has been substantially completed and at a time mutually agreeable to the Town and Contractors, the Town shall inspect the work. If, based on such inspection, the Town determines the work is complete, it shall accept the work. Notwithstanding such acceptance, the Town may retain such amounts as it deems necessary to complete the remaining items. The Town may, after five (5) days’ notice to the contractors, complete the punch list items itself and charge the Contractor for all costs incurred therefor, together with the amount necessary to compensate the Town for its additional costs, time, and effort. The Town may deduct such amounts from any retainage, and the Contractor shall pay the Town any deficiency.
- Not later than the first day of each month, the Contractors shall furnish to the Town an invoice for completed work and materials purchased for the project and stored on site. If the estimate is acceptable to the Town, the Town shall pay the Contractor by the last day of the month. Retainage shall be held on all contracts at a flat rate of 5% of each progress payment and shall release retainage in accordance with current state law.

INSURANCE REQUIREMENTS

Contractor (s), upon awarding of the Contract, shall provide certificates of insurance with the following insurance coverages and amounts.

- Comprehensive General Liability
 - \$1,000,000 each occurrence
 - \$2,000,000 general aggregate
- Comprehensive Automobile Liability
 - \$1,000,000 Combined single limit.
- Worker’s Compensation and Employer’s Liability
 - Statutory / \$500,000
- Pollution Liability Insurance
 - \$1,000,000
- Owners and Contractor's Protective Liability
 - \$1,000,000 / \$2,000,000

The Contractor (s) shall procure and keep in force these policies for the duration of the Contract. Insurance certification shall list the Town of Dolores as the named insured.