

## Notice of Invitation

EVERGREEN PARK & RECREATION DISTRICT

NOTICE OF REQUEST FOR PROPOSALS

Professional Engineering Design Services for

### EVERGREEN LAKE NORTH TRAIL FINAL DESIGN AND CONSTRUCTION DOCUMENTS

Evergreen Park & Recreation District (EPRD) has issued a Request for Proposals (RFP) for professional engineering and design services to improve the existing multimodal transportation connection along the north side of Evergreen Lake. Various planning and engineering studies have been performed on this section of trail including development of a conceptual design. EPRD was successful in obtaining a CDOT Transportation Alternatives Program (TAP) Grant to fund final design and construction document preparation for this facility.

**A Pre-Submittal meeting will be held at 9:00 a.m. MST on November 19<sup>th</sup>, 2019 at the EPRD Park Operations Building, 1521 Bergen Parkway, Evergreen, CO 80439.** All firms interested in submitting a proposal are encouraged to attend. All proposers will be held responsible for any information conveyed at the meeting.

**Responses are due by 5:00 p.m. MST local time on December 18<sup>th</sup>, 2019,** delivered to Evergreen Park & Recreation District, Attn: Ann Marie Edwards, 1521 Bergen Parkway, Evergreen, CO 80439.

**General Statement of Work:** This RFP requests qualifications, an approach and scope of work to develop construction ready drawings and specifications to reconstruct the trail connection along SH 74 on the North Side of Evergreen Lake that will also be cleared environmentally. The identified budget for this effort is \$249,500. Key project issues include:

- coordination with CDOT that operates and maintains SH 74 adjacent to the trail and will administer the TAP grant,
- coordination with the City and County of Denver (CCD) that is the land owner and will have a significant review, oversight and approval role,
- coordination with the Evergreen Metropolitan District (EMD) that operates a 12" water transmission line under the existing trail that must be maintained,
- obtaining the required environmental clearances so the project can enter into construction,
- determining the level of design effort to be applied to the lower boardwalk trail system at this time,
- identifying and obtaining all other clearances necessary for construction, such as floodplain, drainage, and historical/cultural clearances as needed,
- developing cost-effective design solutions with consideration for lower maintenance and life cycle costs, and
- coordinating public and stakeholder involvement.

**Disadvantaged Business Participation:** 0%

**General:** As EPRD's best interests may appear, the Executive Director of EPRD reserves the right to waive informalities in, and to reject any or all, submittals.

**Publication Dates:** November 13 to November 27, 2019

**Published in:** Canyon Courier and on BidNet

## REQUEST FOR PROPOSALS

### Professional Engineering Design Services for EVERGREEN LAKE NORTH TRAIL FINAL DESIGN AND CONSTRUCTION DOCUMENTS

This Request for Proposals (RFP) is issued to provide for the selection process for Professional Services for the project named above. Firms submitting a response to the RFP will be asked, at a minimum, to state their qualifications, understanding/experience related to the project, and to offer their methodology for meeting the scope of services defined below.

Tentative Selection Schedule (all times local to Evergreen, CO):

Advertisement: Canyon Courier (Nov 13 <sup>th</sup> and Nov 20 <sup>th</sup> ) and BidNet	November 13 -27, 2019
Pre-Submittal Meeting- 9:00 am MST: EPRD Park Operations Building, 1521 Bergen Parkway, Evergreen, CO 80439 <b><i>Optional site tour to follow pre-submittal meeting</i></b>	9:00AM MST on Tuesday, November 19, 2019
Deadline to Submit Questions- 5:00 p.m. MST	Wednesday, November 20, 2019
Responses to questions provided by EPRD	Friday, November 22, 2019
Responses to RFP Due- 5:00 p.m. MST: EPRD Administrative Office, Attn: Ann Marie Edwards, 1521 Bergen Parkway, Evergreen, CO 80439	5:00PM MST on Wednesday, December 18, 2019
Short List and Invitation to Interview	Friday, January 3, 2020
Interviews	Week of January 6, 2020
Notice of Selection	Friday, January 10, 2020
Contract Negotiations	January 2020
Notice to Proceed	February 2020

The competitive selection process for this RFP will focus on the qualifications and prior history of performance on similar projects of each prime firm and the members of the prime firm’s proposed team, as well as the project organization and approach, in accordance with the selection criteria set forth in this RFP.

### Project Summary

Evergreen Park & Recreation District (EPRD) is releasing this Request for Proposals (RFP) to procure design and engineering services to create a multimodal transportation system that improves bike/ped facilities while fixing urgent drainage and stability issues under a critical trail linkage that is adjacent to State Highway 74 on the north side of Evergreen Lake in Evergreen, Colorado. An exhibit illustrating the project area is attached.

Improvements to the Evergreen Lake North Trail were identified in the Evergreen Trails Master Plan completed in 2015. They include widening the trail to meet AASHTO criteria for shared use paths, creating improved fishing opportunities and wildlife viewing, and providing for drainage improvements and bank stabilization. No funding for the project was identified at that time. In 2017 the Evergreen

Lake North Trail was closed due to a partial collapse of sections of the trail resulting from failures of the metal bin wall system used to create the trail. It is believed that poor drainage and heavy snow loading accelerated the decay of the bin wall system. In response to the closure, EPRD maintenance staff performed a temporary repair to the failing sections of the trail that allowed EPRD to reopen the trail to the public.

Since the failure event there have been two planning level and conceptual design projects completed for the Evergreen Lake North Trail. They are:

- A Preliminary Engineering Study was completed in June of 2017. This study investigated subsurface conditions along the trail and SH 74, potential remedies to the trail failure, potential future designs for a reconstructed trail, and it compiled an overview of potential environmental regulatory issues. This was a technically focused study with no public involvement component.
- The Evergreen Lake North Trail Phase 2 Planning Study was completed in September of 2018. Building on the 2015 Evergreen Trails Master Plan, this study took a fresh look at potential solutions to the Evergreen Lake North Trail and engaged the public and stakeholders in an extensive dialogue about the future of the trail and improvement recommendations. The Study also performed more detailed topographic survey of the project area and revisited the assumptions and findings of the Preliminary Engineering Study. Recommendations were developed for long term improvements to the trail and they were supported by the public and stakeholders. A key outcome of this effort was that all stakeholders were comfortable with the upper trail concept but CCD felt that the lower boardwalk trail concept needs further refinement before moving into design and construction. EPRD is currently working with CCD (the land owner) to determine the appropriate way forward with this component of the twin trail system recommended in the Study.

During the Phase 2 Planning Study, EPRD was actively seeking funding for preliminary and final design activities. EPRD obtained a CDOT Transportation Alternatives Program (TAP) Grant to fund design & engineering of the trail. The CDOT TAP funding for trail design & engineering is \$249,500, and it is the funding source for the work requested in this RFP. Subsequently, EPRD has been recommended for a DRCOG Transportation Improvement Program (TIP) Grant (adoption August 21) and other funding to construct the trail system recommended in the Phase 2 Planning Study for FY2020-23.

This RFP requests an approach and scope of work to develop construction ready drawings and specifications to reconstruct the trail connection along SH 74 on the North Side of Evergreen Lake that are also cleared environmentally. The funding available for this effort is \$249,500. Key design issues include:

- coordination with CDOT that operates and maintains SH 74 adjacent to the trail, will administer the TAP grant and will have a significant review, oversight and approval role,
- coordination with the City and County of Denver (CCD) that is the land owner and will have a significant review, oversight and approval role,
- coordination with the Evergreen Metropolitan District (EMD) that operates a 12" water transmission line under the existing trail that must be maintained,
- obtaining the required environmental clearances so the project can enter into construction,
- identifying and obtaining all other clearances necessary for construction, such as floodplain, drainage, and historical/cultural clearances as needed,

- determining the level of design effort to be applied to the lower boardwalk trail system at this time,
- developing cost-effective design solutions with consideration for lower maintenance and life cycle costs, and
- coordinating public and stakeholder involvement.

EPRD seeks proposals that develop final engineering and construction documents for the upper and lower trail identified in the Phase 2 Planning Study.

Planning documents that are relevant to this work are available on the EPRD website ([evergreenrecreation.com](http://evergreenrecreation.com)) and include:

- *Evergreen Trails Master Plan, 2015*
- *Evergreen Lake North Trail Preliminary Engineering Study, 2017*
- *Evergreen Lake North Trail Phase 2 Planning Study, 2018*

## Draft Scope of Work

The draft scope of work described below is presented to provide proposers with a general understanding of the nature of the work. Proposers should feel free to modify this scope of work to align with their approach to the project.

### **Task 1: Project Management**

The project will be managed by EPRD with assistance from a consultant to provide technical expertise oversight. The chosen team will develop a project management plan that outlines the roles and responsibilities of the consultant and identifies key staff, outlines a schedule for completion of the work, outlines coordination with critical project partners such as the Evergreen Metropolitan District, the City and County of Denver, and the Colorado Department of Transportation, among others, and identifies project coordination processes and touch points to ensure successful project delivery. The chosen team will be responsible for organizing and managing a Project Management Team, running PMT meetings, and providing PMT meeting notes.

Deliverables:

- Project Management plan that identifies key staff and includes schedule
- Regular bi-weekly or monthly PMT meetings
- Meeting notes from PMT or other project meetings.

### **Task 2: Public and Stakeholder Engagement**

Public and Stakeholder engagement will be critical to a successful project outcome. A Stakeholder Steering Committee should be formed consisting of, at a minimum, EPRD, EMD, CCD, CDOT, Jefferson County Open Space, and the Downtown Evergreen Economic District. The Steering Committee should meet at key milestones in the design process. At least two public meetings should be held to inform the public about design activities and to gather input and feedback on the design.

Deliverables:

- Development of Stakeholder Steering Committee
- Organization and running of Stakeholder Steering Committee milestone-based meetings
- Meeting notes from Stakeholder Steering Committee Meetings

- Organization and implementation of at least two public open houses including necessary presentation materials
- Notes and input summary from public open house
- Periodic updates to the EPRD Board of Directors

### **Task 3: Design Related Activities**

The final design effort includes the design, engineering, and preparation of plans and specifications of the Evergreen Lake North Trail improvements for an upper and lower trail as outlined in the Phase 2 Planning Study. The level of design effort to be completed for the lower boardwalk trail will be determined during the project scope of work development process with the selected Consultant. The Upper Trail's purpose is to meet AASHTO requirements for a shared use path to form part of a future regional trail connection. The lower boardwalk trail is intended to be used by pedestrians and not bicyclists. Further details can be found in the Phase 2 Planning Study. Funding for construction is anticipated to include some federal funding, with oversight from CDOT; therefore, the design process must conform to the CDOT Local Agency Manual process. The City and County of Denver is the landowner and will require conformance with their design review process, specifications, and details as well. CCD anticipates three review submittals; 30%, 60% design, and 90% design. These roughly correlate with CDOT's Field Inspection Review (FIR), design Office Review (DOR), Final Office Review (FOR), and Final Plan Review process. Any design that relates to the 12" water transmission line located under the existing trail must also be coordinated with and approved by the Evergreen Metropolitan District (EMD).

Specific requirements defined by the City and County of Denver for this work include:

- Denver owns all land proposed project is located and per City Charter easements and other land conveyances are not permitted. Denver also owns Evergreen Lake. Through agreements, Denver allows EMD to use our storage rights but the lake was built and is owned by Denver.
- Design/construction documents must adhere to CCD standards and specifications including General Conditions. The Denver Mountain Park Design Guidelines shall be followed.
- A Temporary Construction Access Permit (TCAP) will need to be obtained from CCD for any geotechnical investigations or any activity that disturbs park land.
- Stormwater Management Plans (SWMP) will adhere to Denver Public Works stormwater standards
- All environmental (Haz-Mat, Endangered Species, SB40, etc.) and cultural/historic (LWCF 4(f) and 6(f), Section 106, etc.) issues must be addressed and cleared. CCD/DPR will review and approve as needed. See Task 3.1 below for additional guidance on environmental requirements.
- 1% of estimated total project construction cost shall be included in the project construction budget to incorporate public art into the project.
- The selected team shall submit 30%, 60%, and 90% design/construction documents to CCD for review and comment through Public Works Engineering/regulatory/analytics (ERA) review process. This process will be detailed during coordination work with CCD.

The Scope of Work includes CCD/CDOT collaboration and work within multiple disciplines to develop the plans and specifications for construction. The Design Task includes:

- A. **CCD/CDOT/EMD Involvement and Review.** The funding source for the design is through CDOT and the landowner is CCD. An early action item for the selected team is to coordinate with CCD,

CDOT, and the EMD to set design criteria, standards, review timelines, and other design inputs for the project. Conduct review meetings as needed with CCD, CDOT, EMD, and EPRD to address comments and concerns, and resolve issues. Incorporate comments into the final plans and specifications package, suitable for bidding. Review submittals and meetings are currently anticipated at 30%, 60%, and 90% design levels.

- B. **Surveying.** Evaluate the extent of surveying obtained during the Preliminary Engineering Study phase and the Phase 2 Planning Study, and obtain survey information as needed to develop topographic mapping and develop the extents of the improvements. Boring activities were performed as part of the Preliminary Engineering Study to gather soil profiles and information. Topographic survey activities were performed during the Phase 2 Planning Study. The Preliminary Engineering Report and the Phase 2 Planning Study are available on the [EPRD website](http://www.evergreenrecreation.com/291/Evergreen-Lake-North-Trail-Project) (<http://www.evergreenrecreation.com/291/Evergreen-Lake-North-Trail-Project>). The Topographic survey information will be provided upon request.
- C. **Utilities.** There are several known utilities in the project area including the 12" water transmission line owned by EMD. Any subsurface utility investigations necessary to comply with the new subsurface utility statute and its requirements should be included in the scope of work.
- D. **Right-of-way.** Determine existing right-of-way for SH-74 and property boundaries. Determine if easements or right-of-way acquisitions are needed for the improvements. This should be completed early in the design process so that any necessary right-of-way or easement acquisition processes can be started early in the design process.
- E. **Geometric design.** Determine the geometric definitions for horizontal alignments and vertical profiles for the upper and lower trail and portions of SH-74, if involved in the improvements. Develop cross sections showing the existing ground surface and proposed surfaces. Prepare plans, typical sections, cross sections, and specifications of the improvements.
- F. **Geotechnical engineering.** Conduct subsurface investigations as necessary at appropriate locations and intervals along the trail and SH-74 roadway. Characterize and test the soil samples in the laboratory. Develop geotechnical parameters for use in slope stability analysis and wall stability analysis. Evaluate external stability, internal stability, and global stability using the strength and service limit states. Utilize CDOT Bridge Design Manual criteria for this task. Prepare a geotechnical report that includes descriptions of the subsurface investigation, soil strata, geotechnical parameters, and foundation recommendations.
- G. **Retaining wall structure design.** Design the retaining wall components and system using the strength and service limit states. Utilize CDOT Bridge Design Manual criteria for this task. Collaborate with the geotechnical engineering regarding evaluation of external stability, internal stability, and global stability using the strength and service limit states. Utilize CDOT Bridge Design Manual criteria for this task. Develop plans and specifications for the retaining wall and/or associated structures.
- H. **Drainage.** Develop drainage plans, profiles, and details for an effective drainage system. Collaborate with CDOT to design drainage improvements that will benefit both the SH-74 roadway system above and the trail below.
- I. **Environmental.** Evaluate environmental resources affected by the improvements, prepare documents related to environmental resources, and assist in determining mitigation strategies. Obtain environmental clearances from the CDOT Local Agency Coordination Team in coordination with CCD staff. Technical reports for each CDOT environmental review area will be

required, including a visual impact assessment. Additionally, an overview of the required environmental clearances and special issues is included below:

1. Historic
    - a. SH-74 in this area is historic. It will require additional forms for historic clearance. Coordinate with CDOT Environmental Team.
  2. Biology
    - a. 404 permitting will be required.
  3. Section 4(f)
    - a. A 4(f) form will need to be completed and submitted to Denver for approval.
  4. Section 6(f)
    - a. An investigation of 6(f) requirement and consultations will be required as well as all necessary forms and review agency concurrence. Land and Water Conservation Funds were used on this site in the past and a review and clearance of the proposed design by the appropriate entity will be required.
  5. Storm Water Management Plan (SWMP)
    - a. Working directly adjacent to a reservoir will require a detailed SWMP template and SWMP plans. Develop storm water management plans for the construction phase. Prepare associated specifications. Stormwater Management Plans (SWMP) will adhere to Denver Public Works stormwater standards
    - b. Jurisdictional control letters will be required
    - c. State and Local Water quality permits should be acquired as needed.
- J. **Plans and specifications.** Prepare plans in a complete package, including plans showing the overall project, such as quantities, notes, and tabulations. Include plans prepared for geometric design, retaining wall design, drainage, storm water management, construction phasing and construction traffic control. Prepare specifications for the overall project using the CDOT Standard Specifications for Road and Bridge Construction, CCD Parks and Recreation Specifications, and Denver Mountain Parks Design Guidelines. For the base specifications, identify applicable standard specifications and develop project special specifications.
- K. **Exclusions.** Construction management, inspection, and administration are excluded from this Scope of Work.

Deliverables:

- Environmental clearances including Environmental Tech Reports for each specialty required on the CDOT 128 Form.
- Geotechnical report
- Drainage Report
- Structure Selection Report
- ROW Plans
- Additional clearances on special issues as needed, including but not limited to floodplain, floodplain permits, drainage and historic/cultural as identified above.
- Final Construction Documents including plans and specifications that incorporate agency review comments and requirements that are ready to be advertised
- Interim review submittals at Preliminary, 60%, 90% and responses to comments received

#### Task 4: Cost Estimates and Constructability

Develop cost estimates at each submittal level for client and stakeholder review. As part of the design activities, develop constructability assessments and potential construction phasing concepts as well as an estimate of the duration of construction activities. Maintaining traffic flow on SH-74 will be a primary consideration in determining construction phasing and could affect the duration of construction.

Deliverables:

- Cost estimates at each submittal milestone
- Technical memorandum outlining constructability issues and mitigation strategies as well as potential community and resource impact mitigation strategies, and anticipated duration of construction.

### Estimated Design Schedule

It is currently assumed that the complete plans, specifications, and estimate package will take 12 months to develop due to the coordination effort required for the multiple agencies involved. The table below outlines the current schedule assumptions. Please develop a project schedule that incorporates the tasks and key milestones of the design process. If your anticipated design schedule exceeds 12 months, please identify the factors that contribute to the longer schedule and identify potential strategies to streamline the process to meet a 12-month deliverable schedule.

As discussed in more detail below, EPRD has secured the bulk of funding for the construction of the trail system. The anticipated construction schedule is summer to fall 2021 with smaller project elements potentially completed in spring to summer 2022. If possible, proposals should submit a timeline that comports with this desired construction schedule, ideally with this design project completed, including necessary clearances and construction drawings, by December 2020.

<b>Kickoff Meeting and Scoping Meeting:</b> Upon notice to proceed
<b>Field Inspection Review:</b> 4 months after kickoff Meeting (30% design level)
<b>Right-of-Way:</b> Begin Right-of-Way acquisition process as needed based on preferred alternative.
<b>Design Office Review:</b> 7 months after Notice to Proceed (60% design level)
<b>Final Office Review:</b> 10 months after Notice to Proceed (90% design level)
<b>Final Plans, Specifications &amp; Estimate:</b> 12 months after Notice to Proceed (100% complete)
<b>Advertise Project for Construction:</b> Approximately 12 months after Notice to Proceed – depending on Construction Funding and Agency Coordination

## Contract and Project Management

The Evergreen Park & Recreation District will act as the contracting agency for this project. Ellen O'Connor, Executive Director of EPRD will be the primary contract administrator. Day to day management of the project will be performed by a consultant to the EPRD, Chris Vogelsang, PE with OV Consulting. His contact information is:

CHRIS VOGELSANG, PE | Principal  
Email : chris@ovllc.com | P : 303.898.8042  
OV Consulting  
1200 Bannock St | Denver, CO 80204

All questions related to this RFP should be directed via email to Ann Marie Edwards with the EPRD. **The deadline for submitting questions is 5:00 p.m. MST on November 20<sup>th</sup>, 2019.** Contact information:

ANN MARIE EDWARDS | Executive Manager  
Email: aedwards@eprd.co | P: 720.880.1010 | F: 720.880.1080  
Evergreen Park & Recreation District  
1521 Bergen Parkway | Evergreen, CO 80439  
www.evergreenrecreation.com

## Proposal Submittal Requirements

All firms participating in this project must be licensed in the State of Colorado and have an office located within a 2-hour drive of Evergreen, CO. A firm not so located must establish such a local office if awarded this project or associate itself with a firm so located. This is necessary to facilitate day-to-day communications and coordination and to ensure timely responses to investigate and resolve design issues.

**This contract includes a 0% Disadvantaged Business Enterprise goal.**

The selected Consultant and all subconsultant firms performing work or providing services under this agreement will be required to strictly comply with the Insurance and Indemnification requirements set forth in the Sample Agreement and to obtain insurance coverage in the types and amounts designated therein. Proposers shall be required to submit in their transmittal letter a statement acknowledging their willingness to comply with the insurance requirements as stated in the Sample Agreement and Sample ACORD.

**Six bound paper copies of the proposal with one marked "Original" and one electronic copy in .pdf format on a USB flash drive shall be submitted by 5:00 p.m. MST on December 18<sup>th</sup>, 2019 to:**

**Evergreen Park & Recreation District  
Attn: Ann Marie Edwards  
1521 Bergen Parkway  
Evergreen, CO 80439.**

In the event of discrepancies between the .pdf format version and the paper version of the proposal, the information contained in the paper copy marked "Original" shall be the primary and valid version.

Proposals shall not exceed 20 single sided pages in length. Pages are to be numbered in sequence and font size shall be at least 11 pt. The page limit is not affected by: divider pages, cover pages, comments relating to the sample agreement, any other required forms, or full resumes included in an appendix.

The proposals should include the following elements:

- **Letter of Transmittal:** clearly indicate the single contact, mailing address, telephone, and email address for the single point of contact should a contract be awarded. Include an affirmative statement indicating willingness to comply with the Insurance and Indemnification requirements set forth in the Sample Agreement.
- **Team Qualifications:** list the firms included on the team and a brief description of their role and services provided. Describe the qualifications and experience of the firms as indicated by the prior completion of similar projects. Highlight projects where the proposed firms have worked together.
- **Team Experience (Individual Key Personnel):** List the names, titles, and responsibility of key professional staff that are expected to work on the project if awarded the contract. Include brief personnel biography information. Highlight previous experience of key personnel on similar projects and also projects where they have worked together successfully. Provide an organizational chart showing Key Personnel and their roles in the project. Include an estimate (by quarter) of the availability of Key staff during the 12-month project duration.
- **Project Management:** Describe how you will manage the multi-disciplinary design team on this complex project throughout the course of this project to ensure on-time and on-budget delivery of the required project deliverables.
- **Project Approach:** Provide an overview of your approach to the project. Include a detailed scope of work based on the draft scope of work presented in this RFP. Feel free to make modifications or enhancements to the draft scope of work to match your approach. Demonstrate an understanding of the design development and review process for this project that includes CDOT and CCD as well as consultation with EMD. Include a proposed project schedule illustrating key milestones and task durations.
- **Contract Comments:** Proposers should review the Sample Agreement provided and submit with their proposal a list of any changes or modifications which they may request be negotiated with EPRD should they be selected as the top ranked proposer. If the proposer has no change or modification requests, please state so. The contract comments do not count toward the 20-page limit defined for this RFP.
- **Appendix:** Feel free to include full resumes or firm marketing materials in this section. Due to the tight timeline of the proposal review process, the EPRD does not guarantee that this material will be reviewed as part of the selection process.

## Submittal Evaluation

Submittals will be ranked by the selection committee according to the following criteria, using a 100-point scale.

- Team Qualifications: 30 points
- Team Experience: 30 points
- Project Management: 10 points
- Project Approach: 30 points

The selection panel will be comprised of members from CDOT and EPRD. Non-voting panelists will include members from CCD, EMD, and a subject matter specialist.

## Additional Background & Information

The following information is presented to provide additional detail and background that may assist proposers in understanding the project requirements.

Evergreen Lake and the land surrounding it is part of Dedisse Park, A Denver Mountain Park owned by the City & County of Denver. Recreational facilities around Evergreen Lake, including the Evergreen Lake Trail, are operated by Evergreen Park & Recreation District and open to the public. Colorado State Highway 74 runs through Dedisse Park along the north side of Evergreen Lake and is part of the Lariat Loop Scenic Byway.

There are many government entities involved at Evergreen Lake, and their respective roles are dictated by a series of intergovernmental agreements signed in the 1980's:

- **City & County of Denver (CCD/Denver)** – owns the land around and under Evergreen Lake, which comprises a portion of Dedisse Park
- **Jefferson County (Jeffco)** – home County to Evergreen Lake and the greater Evergreen community
- **Colorado Department of Transportation (CDOT)** – operates SH-74 along the north side of Evergreen Lake
- **Evergreen Metropolitan District (EMD)** – operates the dam, water source, treatment facilities & distribution main
- **Evergreen Park & Recreation District (EPRD)** – operates recreation facilities in the Park including the Evergreen Lake Trail

### Regional Recreation & Tourism Hub

Evergreen Lake draws an estimated 160,000 visitors each year, both foothills residents and visitors from across the Front Range, for ice-skating, boating, hiking, fishing, and events. The Evergreen Lake Trail is a 1.3-mile recreational loop trail around Evergreen Lake made up of a combination of hard surfaces, soft surfaces and boardwalks. Free and open to the public, thousands of visitors and residents use the Evergreen Lake Trail year-round for running, biking, and sightseeing. On the north side of Evergreen Lake, the Evergreen Lake North Trail is a soft surface trail, and most of it runs adjacent to State Highway 74, also known as Evergreen Parkway to the north and Bear Creek Road to the east. Beyond providing cover for one of our community's critical drinking water lines, this heavily used pathway is the gateway to recreation and commerce in Evergreen. It also is the hub for multiple regional and local bike/ped trails that come together here, including the regional Pioneer Trail and popular bike routes up Upper Bear Creek Road and down Bear Creek Road to Morrison. The crusher-fines Evergreen Lake North Trail is

only 4.5 feet wide in places, and cannot accommodate its multiple users – including bicyclists, runners, hikers, sightseers, dog-walkers, strollers, and handicapped users. Conflicts between users are frequent.

### **A Trail, a Highway, and a Water Main**

The Evergreen Lake North Trail is defined as approximately 1,500 feet of soft-surface trail on the north side of Evergreen Lake, varying from 4.5 to 6 feet wide. Most of the Evergreen Lake North Trail, about 1,240 feet, runs adjacent to SH-74 at grade level to roughly one foot below the grade level of SH-74's roadway surface. EPRD operates and maintains this section of the Evergreen Lake Trail under a 1987 Supplemental Agreement with the Evergreen Metro District. The Metro District's distribution main, which is 12" in diameter, is located under the guardrail of SH-74 at a depth of approximately 6 feet. A steep embankment and steel bin wall, installed in 1988, underlie the Evergreen Lake Trail and SH-74. The bins are 10 feet wide and 4 feet deep, and vary in height from 2.5 feet (where an embankment exists between the lake and the trail's edge) to over 8 feet (where there is no embankment between the lake and the trail's edge).

A timber façade was placed over the bins in 1989 to improve aesthetics. The timber façade has obscured the condition of the bins, and has functioned to hold moisture and sediment in the retaining system. It appears that the timber façade is now providing some structural support for the trail and roadway above where the bins are corroding.

### **Site Issues Lead to Trail Closure**

Over the last few years, and especially since the storm events of September 2013, the drainage, structural, and surface issues on the Evergreen Lake Trail have been increasing at an alarming rate. EPRD Park Operations crews have invested significant time and resources to repair blown-out boards and reinforce rusted bins under the trail, and to fill sinkholes and rutted surfaces on the trail. Geotechnical engineers have advised EPRD that drainage issues, roadway runoff, storm water runoff, and snow loading from plowing have contributed to the instability of the embankment, bin wall, and trail.

In spring 2015, during construction of a linkage between the Evergreen Lake North Trail and downtown Evergreen, sloughing of the hillside below SH-74, surface tension cracking on SH-74, and voids in the embankment were encountered. The project was halted and SH-74 was closed until the embankment could be stabilized and voids filled. Finally, in late April 2016, after heavy spring snowfalls and runoff from the spring thaw, the problems for the drainage, structure and surface repairs of the trail overcame EPRD's maintenance crew and posed safety issues. The trail was closed in late April 2016 and was reopened in the Fall of 2017 following maintenance activities to stabilize the walls.

The General Manager of Evergreen Metro District has observed that "Due to the relatively small size of Evergreen Lake, storm events can have a significant impact on water quality. Road and storm runoff are significant contributors to adverse water quality. In addition to treatment issues related to poor water quality, there is a readily visible layer or sedimentation deposition along the entire north shore of the lake. Additionally, the bin wall structure that supports the highway and existing pedestrian trail also provides cover and support for the District's 12-inch water distribution main. There is evidence found within the bin wall of premature wear and rusting of the metal components. It is suspected the primary cause is storm runoff and road salts."

### **Funding & Desired Construction Timeline**

Over the last three years, EPRD has been able to align all funding for three phases of design (the final Phase 3 design & engineering is the subject of this RFP). EPRD also has aligned 87% of funding for

construction of the preferred alternative trail system described in the Phase 2 Planning Study. EPRD currently is submitting grant applications to secure the last 13% of funding to construct the preferred alternative trail system, and notice of such funding is expected in November 2019.

Thus, EPRD is eager to complete this design project, with necessary clearances and construction drawings completed, by December 2020. The anticipated construction schedule is summer to fall 2021 with smaller project elements potentially completed in spring to summer 2022. If possible, proposals should submit a timeline that comports with this desired construction schedule.

# **SAMPLE AGREEMENT**

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is made and entered into the most recent day and year set forth below by and between Evergreen Park & Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “Principal”), whose mailing address is 1521 Bergen Parkway, Evergreen, Colorado 80439, and [REDACTED] a Colorado sole proprietorship, with a mailing address of [REDACTED], Evergreen, CO 80439 (the “Contractor”). The Principal and the Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Contractor agrees to provide services related to the following scope of services: Phase III design of Evergreen Lake north loop trail, supplemented by any Additional Scope of Services attached as **Exhibit A** hereto which, if attached, is incorporated herein by this reference. The scope of services referenced above along with any Additional Scope of Services is hereinafter referred to as the “Scope of Services.” All provisions of the Additional Scope of Services, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and any Additional Scope of Services, the provisions contained within this Agreement shall control.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated no later than [REDACTED]. Services shall be completed no later than [REDACTED], 20\_\_\_. Any extensions of the time limit set forth above must be agreed upon in writing by the Parties.

3. Copies of the Final Design and Construction Documents. The Contractor shall provide the District with \_\_\_\_\_ (\_\_\_) hard copies and one (1) digital copy of the Final Design and Construction Documents no later than \_\_\_\_\_, 20\_\_\_, or the date otherwise agreed upon by the Parties for completion of the services pursuant to Paragraph 3.

4. Early Termination by Principal. Notwithstanding the time periods contained herein, the Principal may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early

termination by the Principal, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Such payment shall be the Contractor's sole right and remedy for such termination.

5. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Principal may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the Principal for services under this Agreement to the minimum. No work shall be performed during such suspension except with prior written authorization by the Principal Representative. After a suspension has been in effect for thirty (30) days, the Contractor may terminate this Agreement at will.

6. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Principal agrees to pay the Contractor the amounts set forth in the Additional Scope of Services. In the event there is no Additional Scope of Services attached to this Agreement or the Additional Scope of Services does not contain payment information, the Principal agrees to pay the Contractor spell out dollar amount (\$ \_\_\_\_\_) as maximum compensation. The Principal shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Principal periodically, but no more frequently than once a month.

7. Qualifications on Obligations to Pay. No partial payment shall be final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Principal may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

(a) The Contractor is in default of any of its obligations under this Agreement.

(b) Any part of such payment is attributable to services that are not performed according to this Agreement. The Principal will pay for any portion of the services performed according to this Agreement.

(c) The Contractor has failed to make payments promptly to any third party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Principal has made payments to the Contractor.

(d) The Contractor has failed to make payments promptly to any third party used to perform any portion of the services hereunder, subject to Paragraph 11, for which the Principal has made payments to the Contractor.

8. Principal Representative. The Executive Director of the Principal will be the Principal's project representative (the "Principal Representative"). The Principal Representative shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Principal Representative. A change order shall not be valid and binding against the Principal unless it is signed by the Principal Representative.

9. Independent Contractor. The services to be performed by the Contractor are those of an independent contractor and not of an employee of the Principal. **The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the Principal for the performance of the services specified in this Agreement.**

10. Personal Services. It is understood that the Principal enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the Principal. The Contractor accepts the relationship of trust and confidence established between the Parties. The Contractor shall use its best efforts and shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Principal's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

11. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Principal's approval shall not diminish or release the Contractor's duties, since the Principal is ultimately relying upon the Contractor's skill and knowledge.

12. Duty to Warn. The Contractor agrees to call to the Principal's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the Principal or a third party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the Principal. Nothing shall detract from this obligation unless the Contractor advises the Principal in writing that such data may be unsuitable, improper, or inaccurate and the Principal nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

13. Insurance. The Contractor represents, warrants, and agrees that it has and shall maintain State minimum workers' compensation insurance coverage for its employees, if any. The Contractor shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$350,000 for bodily injury, death, or damage to property of any person and \$990,000 for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as from time to time amended (the "CGIA"), whichever is higher. All insurance policies (except workers' compensation) shall include the Principal and its elected officials and employees as additional insureds. At the request of the Principal, the Contractor shall provide the Principal with documentation evidencing such coverages.

14. Illegal Aliens. The Contractor certifies that the Contractor shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: (i) notify the subcontractor and the Principal within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the Principal may terminate this Agreement for breach, and the Contractor shall be liable for actual and consequential damages to the Principal. If the Contractor participates in the Department Program, the Contractor shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the Principal.

The Contractor, if operating as a sole proprietor, hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or legal permanent resident or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of Section 24-76.5-101 *et seq.*, C.R.S., and (iii)

shall produce one of the forms of identification required by Section 24-76.5-103, C.R.S., prior to the performance of any of its other obligations hereunder.

15. Warranties and Guarantees. The Contractor hereby represents, warrants and guarantees to the Principal all workmanship, equipment and materials paid for by the Principal pursuant to this Agreement for a period of two years following the date of purchase by the Contractor. Such warranty and guarantee shall be construed to include, but is not limited to, representations that all workmanship, equipment and materials are of good quality, free from any defects or irregularities, and in strict conformity with any and all specifications provided to the Contractor by the Principal. If any defect in workmanship, equipment or materials arises, the Contractor shall remedy or otherwise correct such defect without cost to the Principal within such reasonable period of time as specified by the Principal in writing. If the Contractor fails to repair such defect within such period of time specified by the Principal, the Principal may repair such defect or contract for such repairs at the expense of Contractor.

16. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services.

17. Acceptance Not Waiver. The Principal's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Principal under this Agreement.

18. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

19. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity, except as required by Paragraph 13 (Illegal Aliens).

20. Indemnification; No Waiver of Liability. The Contractor agrees to indemnify, defend, and hold harmless the Principal from any and all damages and liabilities arising from the Contractor's performance of the Scope of Services. As part of this obligation, the Contractor shall compensate the Principal for the time, if any, spent

by its legal counsel in connection with such claims or actions. If an Additional Scope of Services contains any provisions purporting to require the Principal to defend, indemnify, or hold harmless the Contractor or purporting to effect a waiver or limitation of the Contractor's liability (either by type of liability or amount), the Principal does not agree or accept such provisions and such provisions are not part of the Agreement. The Principal is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the CGIA or otherwise available to the Principal or its officers or employees.

21. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

22. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the Principal's mailing address is located.

23. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

24. Annual Appropriation. The Principal's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Principal's Board of Directors.

25. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the Principal. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Contractor as instruments of service shall be provided to the Principal. The Principal understands such documents are not intended or represented to be suitable for reuse by the Principal or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Principal's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, subcontractors, or consultants.

26. Taxes. The Principal is a governmental entity and is therefore exempt from state and local sales and use tax. The Principal will not pay for or reimburse any sales or use tax that may not directly be imposed against the Principal. The Contractor shall use the Principal's sales tax exemption for the purchase of any and all products and equipment on behalf of the Principal.

27. Time Is Of the Essence. All times stated in this Agreement are of the essence.

28. Notices. All notices which are required or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

29. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

30. No Third Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PRINCIPAL:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**ADDITIONAL SCOPE OF SERVICES**

(Attach Contractor's proposal or other documentation if available and intended for incorporation into the Agreement)