

**NOTICE
REQUEST FOR PROPOSALS
PRECONSTRUCTION AND CONSTRUCTION SERVICES
FOR THE
EAGLE COUNTY JUSTICE CENTER EXPANSION PROJECT

EAGLE COUNTY, COLORADO**

Eagle, Colorado

April 23, 2026

Eagle County is soliciting proposals for Construction Manager/General Contractor (“CM/GC”) services for preconstruction and construction of an expansion project at the Eagle County Justice Center located at 885 Chambers Avenue, Eagle, Colorado 81631. The expansion project will include, but not be limited to: a 14,000 gross square foot addition of a courtroom, jury deliberation room, judicial chambers, support offices, clerk offices, probation offices, conference room, and lobby spaces; a second story addition, including an elevator and stairs, connection of an existing corridor from the detention area to the new courtroom; 3,500 square feet of interior renovations to existing spaces; a mechanical room expansion; a secure parking area; and enhanced security measures (collectively, the “Project”). The Schematic Design Drawings and Preliminary Project Description for the Project are included as **Exhibit A**. This Request for Proposals (“RFP”) will be non-exclusive. Eagle County reserves the right to purchase supplies or services from other professionals.

The CM/GC’s services during the preconstruction services phase include, but are not limited to, cost estimating, value engineering, cash flow projections, scheduling, logistical planning, constructability analysis, bid package administration, bidding of trade contracts, and the submittal of a Guaranteed Maximum Price (“GMP”) proposal for the construction work (collectively, the “Preconstruction Services”).

The CM/GC's services during the construction services phase include, but are not limited to, construction management, administration, field supervision, coordinating subcontractors, maintaining quality, meeting schedules, and providing the general conditions work for the Project (collectively, the “Construction Services”).

The evaluation of proposals in response to this RFP will include rates, hourly or otherwise, including a “not to exceed” cost for Preconstruction Services as set forth in more detail in the RFP Instructions to Respondents. Following evaluation of the proposals received by Eagle County in response to this RFP, the successful respondent will be given the first right to negotiate a Preconstruction Services Agreement acceptable to Eagle County. 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.

Final selection of a successful respondent will be based on an evaluation of factors including, but not limited to, general approach to the project, experience, schedule, fees,

budget constraints, practices and procedures, familiarity with Eagle County, and legal issues.

The successful respondent shall commence work only after execution of an agreement acceptable to Eagle County, provision of the required bonds, approval of insurance certificates, and a notice to proceed is given by Eagle County.

Proposals must be received via email by Kristin Degenhardt at kristin.degenhardt@eaglecounty.us no later than 3:00 p.m. on May 26, 2026. Any proposal received after this time will not be considered unless good cause is shown as determined by Eagle County in its sole discretion.

The complete Request for Proposal document may be obtained at the Eagle County website at www.eaglecounty.us under the “Business” heading and “Bid Opportunities.” Contact Kristin Degenhardt, Construction Manager, for further information.

Contact information:

Kristin Degenhardt
Construction Manager
kristin.degenhardt@eaglecounty.us
970-328-3457

REQUEST FOR PROPOSALS INSTRUCTIONS TO RESPONDENTS

1. Eagle County, Colorado will be receiving proposals **via email to Kristin Degenhardt at kristin.degenhardt@eaglecounty.us no later than 3:00 p.m. on May 26, 2026**. Proposals must be clearly identified in the subject line of the email by RFP title. Please provide a PDF version of the proposal. Please include the name, address, and phone number of the firm's submitting project personnel. Responsibility for timely submittal of proposal lies solely with the respondent. Proposals received after the deadline specified above will be considered non-responsive and will not be considered.
2. Any question, interpretation or clarification regarding this RFP is required seven (7) calendar days prior to the due date. Responses, if any, will be issued by addenda posted to www.eaglecounty.us. All questions regarding this proposal must be in writing and submitted to Kristin Degenhardt, Eagle County Construction Manager, via email to kristin.degenhardt@eaglecounty.us. 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. An optional pre-proposal site visit will be held at 885 Chambers Avenue, Eagle, Colorado 81631 on Thursday, May 7th, 2026 at 10:00 a.m. for visual observation of the existing site conditions. Attendance of the site visit is highly encouraged.
4. Eagle County reserves the right, in its sole discretion, to determine eligibility criteria for bidders or respondents, to reject any and all proposals submitted in response to this RFP, and to waive or not waive informalities or irregularities in proposals received or RFP procedures. Eagle County also reserves the right to re-advertise this RFP, 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 further negotiate cost, terms, or conditions of any proposal determined by Eagle County to be in its best interests. Eagle County may also choose to disregard all proposals and issue another RFP.
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, postpone selection of a respondent(s), or to postpone the award of an agreement.
6. All proposals will be reviewed by a selection committee and 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, general approach to the project, experience, schedule, fees, budget constraints, practices and procedures, history of legal issues, respondent's familiarity with Eagle County and any other factors the County may consider as determined by Eagle County in its sole discretion. Eagle County may award a contract even if not the lowest priced proposal based upon a review of the identified factors.

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, respondent acknowledges 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, provided the requested proof of insurance, and received a Notice to Proceed from Eagle County.

11. No telephone or oral proposals will be accepted.

12. 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.

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

14. 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 our evaluation of the selection criteria.

15. This RFP is not intended to completely define the contractual relationship to be entered into with the successful respondent(s). Any awarded agreement shall be satisfactory to Eagle County in its sole discretion.

16. Upon identification by Eagle County of the successful respondent, Eagle County will give the successful respondent the first right to negotiate an agreement satisfactory to Eagle County in its 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.

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

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

“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 \$10,000,000 per occurrence and \$20,000,000 in the aggregate.
2. Automobile Liability Insurance with limits of no less than \$5,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance as required by law and Employer’s Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
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. Surety Bonds as described below.
6. Professional Liability with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County 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 County.

OTHER INSURANCE PROVISIONS

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

1. County, 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 County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, 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 County.

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 County as a loss payee as their interest may appear.

If the Project does not involve new or major reconstruction, at the option of County, 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 County's site.

CLAIMS MADE POLICIES

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to County for review.

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 County.

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 County for all work performed by the Contractor, its employees, agents and subcontractors.

VERIFICATION OF COVERAGE

Contractor shall furnish County 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 County 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. County reserves the right to require complete, certified copies of all required insurance policies, including

endorsements required by these specifications, at any time. County 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 County 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.

SURETY BONDS

Contractor shall provide the following Surety Bonds:

1. Performance Bond
2. Payment Bond
3. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. 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 these requirements, the Contractor shall within five days thereafter substitute another bond and surety, both of which shall be acceptable to County.

SPECIAL RISKS OR CIRCUMSTANCES

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

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

“The Consultant shall indemnify, defend, and hold harmless County, and any of its officers, agents and employees against any losses, claims, damages or liabilities for which County may become subject to, insofar as any such losses, claims, damages or liabilities arise out of, directly or indirectly, this Agreement, or are based upon any performance or nonperformance by Consultant or any of its sub-consultants hereunder; and Consultant shall reimburse County for reasonable attorney fees and costs, legal and other expenses incurred by County in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnification shall not apply to claims by third parties against the County to the extent that County is liable to such third party for such claims without regard to the involvement of the Consultant. This paragraph shall survive expiration or termination hereof.”

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

“In the event that County determines that the Services described herein include information or communications technology, such as digital content, that must be made “accessible” in accordance with Colorado law, Consultant agrees to, if requested by County, undertake such reasonable efforts that may be needed of Consultant to adapt and convert work product to ensure it is “accessible” within the meaning of Sections 24-85-101, *et seq.*, C.R.S., and its implementing regulations.”

**REQUEST FOR PROPOSALS
PROPOSAL FORM
THIS PROPOSAL FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**

TO: Eagle County Project Management
3289 Cooley Mesa Road
Gypsum, CO 81637
Mailing: PO Box 850 Eagle, CO 81631

Re: Request for Proposal Preconstruction and Construction Services for Eagle County Justice Center Expansion Project, Eagle, CO

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

- (a) agree 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 he has the authority to sign this Proposal Form and bind the company named below. The respondent further acknowledges that Eagle County, Colorado has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to Eagle County of any and all information sought in such inquiry or investigation.

Company Name: _____

Title of Respondent: _____

Signature of Respondent: _____

REQUEST FOR PROPOSALS

PROJECT DESCRIPTION

Eagle County is soliciting proposals for Construction Manager/General Contractor (“CM/GC”) services for preconstruction and construction of an expansion project at the Eagle County Justice Center located at 885 Chambers Avenue, Eagle, Colorado 81631. The expansion project will include, but not be limited to: a 14,000 gross square foot addition of a courtroom, jury deliberation room, judicial chambers, support offices, clerk offices, probation offices, conference room, and lobby spaces; a second story addition, including an elevator and stairs, connection of an existing corridor from the detention area to the new courtroom; 3,500 square feet of interior renovations to existing spaces; a mechanical room expansion; a secure parking area; and enhanced security measures (collectively, the “Project”). Eagle County has contracted with Anderson Mason Dale, 3198 Speer Boulevard Denver, Colorado, 80211 (“Architect”), to design and engineer the Project. Currently the Project is developed through the Schematic design phase. The Schematic Design Drawings and Preliminary Project Description for the Project are included as **Exhibit A**. This Request for Proposals (“RFP”) will be non-exclusive. Eagle County reserves the right to purchase supplies or services from other professionals.

The CM/GC’s services during the preconstruction services phase include, but are not limited to, cost estimating, value engineering, cash flow projections, scheduling, logistical planning, constructability analysis, bid package administration, bidding of trade contracts, and the submittal of a Guaranteed Maximum Price (“GMP”) proposal for the construction work (collectively, the “Preconstruction Services”).

The CM/GC's services during the construction services phase include, but are not limited to, construction management, administration, field supervision, coordinating subcontractors, maintaining quality, meeting schedules, and providing the general conditions work for the Project (collectively, the “Construction Services”).

OBJECTIVE OF THE REQUEST

The objective of the request is to select a highly-qualified CM/GC firm to provide Preconstruction Services and Construction Services, including, but not limited to, design collaboration, construction pricing, and schedule review/comment in order to validate the design approach, budget, and schedule assumptions for the Project. Eagle County desires to hire the CM/GC during the design phase of the Project in order to benefit from the firm’s estimating and building experience and expertise. The successful firm will be required to work closely with Architect, Eagle County, Eagle County Project Management, and the Project Design Team in reviewing and validating the plans and provide constructability assessments, cost estimates and schedules. Eagle County’s objective is to forge a productive and effective relationship between Eagle County, Architect, the Project Design Team, and the selected Preconstruction Services CM/GC.

Upon completion of the Preconstruction Services, the CM/GC will provide Eagle County with a proposed Guaranteed Maximum Price (“GMP”), detailed budget and construction schedule for performance of the Construction Services as a Construction Manager-At-Risk (CM-A-R). If Eagle County accepts the GMP, the Preconstruction Services Agreement between Eagle County and the CM/GC will be amended to include the GMP. Following execution of this amendment, a Notice to Proceed will be issued for the Construction Services.

Notwithstanding the foregoing, Eagle County does not represent that the Project will be constructed or that the successful respondent under this RFP will be selected as the CM/GC in the event of construction of the Project. Eagle County, in its sole discretion, may decide not to proceed with the Project, or may decide not to proceed with the CM/GC as the CM-A-R. Eagle County, in its sole discretion, may decide not to issue a Notice to Proceed for Construction Services for any reason or no reason at all.

General information is being provided to respondents concerning the Project, the RFP process, and the award of the agreement for the Project. This RFP is not intended to completely define the selection process or the contractual relationship to be entered into by Eagle County and the successful respondent.

SCOPE OF SERVICES

I. PRECONSTRUCTION SERVICES

The anticipated Preconstruction Services Scope of Work is set forth below. The final Scope of Work will be collaboratively developed and agreed upon by the successful respondent and Eagle County during contract negotiations.

The CM/GC shall participate in the continuing design process as an integral member of the Project Team and shall perform Preconstruction Services that, in general, shall include but not be limited to, the following:

1. Attend all necessary work sessions with Eagle County and Engineer/Architect to gather and distribute information on the Project as required.
2. Develop and continue to refine a comprehensive Project Schedule. Identify, set decision dates, and make recommendations to Eagle County and the Engineer/Architect on procurement of long-lead delivery items. Update and monitor the Project Schedule with the Eagle County and the Engineer/Architect regularly to identify deviations and changes.
3. Prepare a detailed approach to phasing of the work, mobilization, logistics, quality control and safety for review and approval by Eagle County and Engineer/Architect.
4. Provide value engineering and life-cycle costing for all materials, equipment and systems mutually agreed upon to determine the best possible value to Eagle County while meeting its sustainability and energy efficiency goals. Conduct formal value engineering

work sessions with Eagle County and the Engineer/Architect, and recommend design detail alternatives.

5. Prepare estimates of the construction cost at 50% and 100% of design development phases based on detailed quantity surveys of the Drawings and Specifications.
6. Review the Drawings and Specifications as they are being prepared, and recommend alternate solutions whenever design details affect cost, schedule, constructability, and consistency with local and sustainable energy efficient trade practice.
7. Recommend a strategy for bid packaging the drawings and specifications relative to the Project approach and other pertinent considerations. Administrate the various bid packages for the Project. All subcontractor and contract supplier bids shall be open book and shared in the entirety with the County and the Engineer/Architect.
8. Prepare and submit a final Guaranteed Maximum Price ("GMP") Proposal for Eagle County's optional acceptance reflecting the entire cost, scope of work and the quality intent of the Project before any construction funds are committed. The GMP Proposal shall be supplemented with a complete and detailed breakdown of costs in an open book sharing of pricing information for the entire Project. All construction costs must be clearly defined and included in the GMP Proposal, and as such, allowances for work scope will not be allowed unless specifically approved by County as appropriate. The CM/GC's proposed "self-performed work" shall be documented in the GMP Proposal with a detailed, quantified and unit priced cost estimate.
9. Assist Eagle County and the Engineer/Architect as necessary in interfacing with the Building Department and other authorities having jurisdiction over the Project in order to obtain the building permit(s) on a timely basis for the construction activities.

The Preconstruction Services Maximum Fee shall be stated on the CM/GC Fee Proposal Form (**Exhibit B**, Item 1) and shall include the preceding scope and any other items identified on **Exhibit C** "CM/GC Fee Structure" in the column titled "Preconstruction Services."

Compensation for expenses in connection with the Preconstruction Services shall be included in the total CM/GC Maximum Fee (**Exhibit B**, Item 1), and shall be paid in one lump sum with the first construction pay application. In the event the Project or the CM/GC's services are terminated for any reason whatsoever, the CM/GC shall be reimbursed for actual verifiable costs incurred during Preconstruction Services phase up to the amount stated in the Fee Proposal.

II. GENERAL CONDITIONS FEE

The General Conditions Fee shall be based on the **Exhibit C** "CM/GC Fee Structure" column titled "General Conditions". It is specifically intended that all General Conditions costs, CM/GC's field management and overhead costs shall be included in the General Conditions Total Fee. All General Conditions and General Requirements for the Project shall be

provided and performed by the CM/GC as identified in **Exhibit C**. It is intended that this fee will be based upon the information provided by **Exhibit A** and the Schedule duration identified in Section 2 “Schedule” under “Construction Services” below. At time of pricing for the GMP by the selected CM/GC, the General Conditions Fee will be reviewed and compared to the proposed schedule duration. If the total duration of the Project is proposed to be substantially different than the duration used for this pricing then negotiations may occur between Eagle County and the CM/GC for an adjustment in the General Conditions Total Fee. Cost reimbursement will not be allowed for General Conditions or General Requirements unless specifically provided in the **Exhibit C**, General Conditions column. The General Conditions Total Fee shall be stated on the CM/GC Fee Proposal Form (**Exhibit B**, Item 2).

III. CONSTRUCTION SERVICES

The CM/GC's Construction Services Fixed Fee shall be based in strict accordance with the attached **Exhibit C** titled "CM/GC Fee Structure". This document shall be attached to the formal Contract Agreement as an exhibit. All items checked in the second column identified as "CM/GC Basic Fee" shall be included without exception in Construction Services Fixed Fee. The Construction Services Fixed Fee shall be stated on the CM/GC Fee & Proposal Form (**Exhibit B**, Item 3).

This Fee will not be subject to reduction through the efforts of the Engineer/Architect via design refinement, or by the CM/GC via value engineering, procurement and construction efforts. Abandonment or a significant reduction in the scope or magnitude of the Project would result in a negotiated reduction of the Fee.

1. Construction Change Order Mark-up

For County directed changes to the scope of the work, the CM/GC shall propose a Percentage Fee for additive change orders to the GMP Contract amount. Deductive change orders will be credited only the cost of the work. The construction change order mark-up shall be stated on the CM/GC Fee Proposal Form (**Exhibit B**, Item 4).

County and the CM/GC shall mutually negotiate the subcontractor and contract supplier change order mark-ups with the various trades after bids have been received.

Respondents shall specify on the CM/GC Fee & Schedule Proposal Form (**Exhibit B**, Item 5), the direct cost “free zone” dollar amount (if any) on County directed changes for which CM/GC change order mark-up would be exempt.

2. Schedule

The final Project schedule is not certain at this time; however, it is the County's intent to select the successful respondent by June, 2026 and to commence Preconstruction Services immediately upon execution of an agreement. It is anticipated that Construction Services will commence approximately December 1, 2026 and all components of the Project will be

completed by May of 2028. There may be opportunities to improve on this schedule with team efforts during Preconstruction Services. **For the purpose of this proposal, assume construction will start December 1, 2026 and finish as of May 1, 2028.**

3. Bidding and Construction Contingency

The CM/GC's contingency shall be used to cover costs of unforeseen job conditions, omissions of the estimate (with the exception of subcontracted work), and discrepancies between subcontractor and supplier scopes of work, which are properly reimbursable as cost of the work but are not the basis for a change order. The CM/GC's contingency shall be used with County's concurrence only, which shall not be unreasonably withheld. Requests for the use of the contingency shall be submitted by the CM/GC within ten (10) days of the event causing such cost of work to be incurred, or as soon as the need is apparent. The contingency shall not be used for repairing or replacement of the work due to the CM/GC's negligence. The balance of the contingency which has not been expended for the Project according to the procedures set forth herein shall be refunded entirely to the benefit of County, upon final invoicing. The CM/GC shall also provide County documented status of the contingency amount on a monthly basis with each application. Specify on the Construction Services Fee Proposal Form (**Exhibit B**, Item 6), the percentage rate for contingency that you propose to be applied to your GMP.

4. Additional Requirements

A. Specify on the CM/GC Fee Proposal Form (**Exhibit B**, Item 7), the percentage rate that you propose for umbrella and general liability insurance.

B. Specify on the CM/GC Fee Proposal Form (**Exhibit B**, Item 8), the percentage rate that you propose for builder's risk insurance.

C. Specify on the CM/GC Fee Proposal Form (**Exhibit B**, Item 9), the percentage rate that you propose for performance and payment bonds.

D. Provide a list of the trades that you propose to perform with your own forces on this Project. Disclose and explain any additional mark-up for overhead, profit, fee or other margin you would propose or commonly apply to self-performed labor and materials. Specify this mark-up on the CM/GC Fee Proposal Form (**Exhibit B**, Item 10).

E. Indicate in your proposal response how small tools, equipment rental or other similar costs in connection with the CM/GC's "self-performed work" are determined and are proposed to be billed to the Project.

F. Provide a detailed line-item cost breakdown of your proposed Construction Services Fixed Fee that clearly illustrates the intent of the CM/GC Fee Structure is entirely included and sufficient for the Project.

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.** Each firm will be evaluated based on its overall experience providing preconstruction and construction services for sustainable/efficient justice center projects, experience with commercial and civil construction within Eagle County and or other rural resort regions and mountain environments. Evaluation of experience will include the following:
 - A. Resumes of the proposed members of the project management team who will be committed to the Project, both for Preconstruction Services and for possible Construction Services. Resumes must include a description of the person's qualifications and past experience with similar projects.
 - B. The firm's experience in the preconstruction and construction process of sustainable/efficient Justice Center construction.
4. **General Approach to the Project.** Provide a narrative or other form to explain your firm's intended approach to the overall Project. Identify who will be directly involved with the Project and how much time each person will be available to meet with the Project team. Describe the roles of each member of your proposed team. Provide an organization chart graphically indicating how your firm would staff and structure the proposed team (both in the field and in the office) during the Preconstruction phase. Describe your firm's construction project management approach; quality control and assurance procedures; safety record and program; and any other pertinent factors as deemed appropriate for a project of this scope.
5. **Schedule.** Identify your firm's ability to undertake and complete the Project in a timely manner in accordance with Section III.2 above. The Preconstruction Services will commence upon execution of an agreement anticipated by June 2026.
6. **Budget/Pricing.** Respondents should submit hourly rates for all team members and a "not to exceed" cost for Preconstruction Services and a list of expenses, without mark-up. Provide an itemized list of General Conditions fees and cost and all pricing required on **Exhibit B**. Attach the following items for a complete **Exhibit B**:
 - A. A list of the trades that are proposed to be performed by respondent's work force to supplement **Exhibit B**, Item 10.
 - B. Indicate how small tools, equipment rental or other similar costs in connection with the CM/GC's "self-performed work" are determined and are proposed to be billed to the Project.

C. Provide a detailed line-item cost breakdown of your proposed Construction Services Fixed Fee, or "CM/GC Basic Fee", that clearly illustrates the intent of the CM/GC Fee Structure is entirely included and sufficient for the Project.

7. **Familiarity with Eagle County.** Provide a narrative describing familiarity with Eagle County construction conditions, codes, and practices.

8. **References.** Please provide three (3) references from current customers receiving the same or similar service(s). Include name of entity, contact name, and telephone number.

9. **Legal Issues.** Are there any lawsuits, federal, state or local tax liens, or any potential claims or liabilities against you, your company or the officers of the company at this time or within the last five (5) years? If so, please explain. Please disclose any and all claims in the past five (5) years.

10. **Evaluation Criteria.** Respondents should address each of the evaluation criteria listed above and provide specific examples of projects they have undertaken that demonstrate their qualifications. These criteria are not listed in any order of evaluation priority and are a non-exhaustive list. Eagle County may seek additional information or perform further investigations as it deems necessary.

11. **Proposal Surety.** Each proposal, to be eligible for consideration, must be accompanied by a certified check or bidder's bond in the amount of five (5) % of the total amount of the respective proposal as a proposal surety. Proposal sureties are required as a guarantee that successful respondent(s) will execute a formal agreement with the County. Proposal sureties of all unsuccessful respondents shall be returned as soon as successful respondent(s) have been selected and agreement(s) awarded, or, in the event that all proposals are rejected, within ten (10) days after the date of rejection. Proposal sureties of each successful respondent will be held to guarantee execution of an Agreement and the furnishing of a performance bond. Proposal sureties may be retained by the County as liquidated damages in the event that such respondent fails to execute an agreement or to furnish said performance bond. Proposal sureties will be returned to each successful respondent after execution of an agreement and delivery of said performance bond.