



Purchasing Division

Change Order #1

Date: October 3, 2023
Firm: Fehr & Peers
From: City of Grand Junction
Project: Pedestrian and Bicycle Master Plan and Transportation Engineering Design Standards (TEDS) Manual RFP-5019-22-SH

Description: This change order to reflect the additional meetings and revisions to complete the project.

Summary of Contract Price Adjustments:

Original Contract	\$246,050 (not to exceed)
Approved Change Orders to Date	\$0.00
<u>This Change Order</u>	<u>\$6,090 (not to exceed)</u>
Revised Contract Amount	\$252,141 (not to exceed)

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: City of Grand Junction

Created by: DocuSigned by: Duane Hoff Jr. 10/4/2023
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Duane Hoff Jr. – Contract Administrator

Recommended by: DocuSigned by: David Thornton, Principal Planner - City of Grand Junction 10/4/2023
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David Thornton – Principal Planner

Approved by: DocuSigned by: Tamra Allen - Community Development Director 10/4/2023
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Tamra Allen – Community Development Director

Firm: Fehr & Peers

Approved by: DocuSigned by: Jon Nepsstad, AICP, Principal - Fehr & Peers 10/4/2023
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Jon Nepsstad, AICP, Principal



Scope of Work

Date: July 25, 2023
To: Tamra Allen, City of Grand Junction
From: Patrick Picard and Jon Nepstad, Fehr & Peers
Subject: **Scope and Fee for TEDS Manual Update Additional Meetings**

Ms. Allen,

Attached is a scope and fee for Fehr & Peers to attend several additional meetings as well as make additional revisions to support the Update to the Grand Junction TEDS Manual. The fee is a not-to-exceed estimate of time and materials and we will only bill time we spend on this effort. If more time is required than estimated, we will follow up directly with you. We anticipate completion of this additional work by October 31st, 2023 barring any changes to the meeting schedule. This work would be performed as an add-on per the terms and conditions of the original contract dated June 7th, 2022.

Sincerely,

FEHR & PEERS

A handwritten signature in black ink, appearing to read "Patrick Picard".

Patrick Picard, AICP, RSP1
Associate

A handwritten signature in blue ink, appearing to read "Jon Nepstad".

Jon Nepstad, AICP
Principal



Exhibit A: Scope & Fee

Scope of Work

As an add-on to the original contract to develop a Pedestrian and Bicycle Master Plan and Update the Grand Junction TEDS Manual, Fehr & Peers will provide support to the City of Grand Junction by attending several additional meetings, including with developers, the Technical Advisory Committee, Planning Commission, and City Council that were not in the original project scope. Attendance by Fehr & Peers is assumed to be virtual for all meetings except the City Council adoption hearing for the TEDS Manual Update, which is assumed to be in-person. We have also budgeted up to eight additional hours to make minor updates to the Final Draft of the TEDS Manual following meetings with City Council and Planning Commission in August and September, 2023 as well as time for additional internal coordination meetings with the project team given the extended schedule beyond the original scope.

This scope includes Fehr & Peers attendance at the following meetings in 2023:

- June 28th TAC Meeting #5 (2 hours - virtual)
- July 31st Developers Roundtable (2 hours – virtual)
- August 3rd TAC Meeting #6 (2 hours – virtual)
- August 28th City Council Workshop (1.5 hours – virtual)
- September 12th Planning Commission Meeting (1.5 hours - virtual)
- October 4th City Council Hearing (11 hours including travel – in person)

We understand that the October 4th City Council Hearing may get pushed back to October 18th and we can attend on that date instead if needed.



Fee

The total fee for this additional add-on task is a not-to-exceed amount of \$6,090 as detailed in the table below.

Fee Calculation

Task	Senior Planner	Travel Expenses	Total Cost
Hourly Rate	\$170		
June 28 th - TAC Meeting #5	2 hours	-	\$340
July 31 st – Developers Roundtable	2 hours	-	\$340
August 3 rd - TAC Meeting #6	2 hours	-	\$340
August 28 th City Council Workshop	1.5 hours	-	\$255
September 12 th Planning Commission Mtg	1.5 hours	-	\$255
October 4 th City Council Hearing	11 hours	Transportation: \$350 Hotel: \$250 Food: \$50	\$2,520
Additional internal meetings & coordination in September	4 hours	-	\$680
Minor Revisions to Final Draft	8 hours	-	\$1,360
Total	32 hours	\$650	\$6,090



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT dated the 7th day of June, 2022 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Fehr & Peers**, hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Proposals would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Pedestrian & Bicycle Master Plan and TEDS Manual Update RFP-5019-22-SH**.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

- Solicitation Documents for the Project including all Addenda; **RFP-5019-22-SH**;
- Contractor's Response to the Solicitation;
- Work Change Requests (directing that changed work be performed);
- Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described,

set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all the Work specified in the Contract Documents, the not to exceed cost of **Two Hundred Forty Six Thousand Fifty dollars (\$246,050)**. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

ARTICLE 5

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed; and the Contractor has signed this Contract the day and the year first mentioned herein.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr., Contract Administrator - City of Grand Junction 7/7/2022
Contracts Administrator Date

FEHR & PEERS

DocuSigned by:
By: Jon Nestad 7/7/2022
Principal Date



**Request for Proposal
RFP-5019-22-SH**

**PEDESTRIAN AND BICYCLE MASTER PLAN
TRANSPORTATION ENGINEERING DESIGN
STANDARDS MANUAL**

RESPONSES DUE:

March 30, 2022 prior to 2:30 P.M.

**Accepting Electronic Responses Only Submitted Through the Rocky
Mountain E-Purchasing System (RMEPS)**

www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

**NOTE: All City solicitation openings will continue to be held virtually.
See Section 1.6 for details.**

PURCHASING REPRESENTATIVE:

Susan Hyatt, Senior Buyer

susanh@gjcity.org

970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

Section

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- 6.0 Evaluation Criteria and Factors**
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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Susan Hyatt, Senior Buyer
susanh@gjcity.org

The City would like to remind all Firms, Sub-Firms, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified firms or individuals to create a new Pedestrian and Bicycle Master Plan (Plan) and update the existing Transportation Engineering Design Standards (TEDS) Manual.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado (City) and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.6 Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing (BidNet Colorado) website, www.bidnetdirect.com/colorado. The uploaded response shall be a single PDF document with all required information included. This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "Electronic Vendor Registration

Guide” at <http://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

Please join the virtual opening for Pedestrian & Bicycle Master Plan and TEDS Manual RFP-5019-22-SH on Wednesday March 30, 2022 at 2:30 P.M.

Please join the meeting from your computer, tablet or smartphone.
<https://meet.goto.com/956111517>

You can also dial in using your phone.
United States: [+1 \(571\) 317-3122](tel:+15713173122)

Access Code: 956-111-517

- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado and on the City's website at www.gjcity.org/501/Purchasing/Bids. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.

- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.15 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.16 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.17 Public Opening:** Proposals shall be opened virtually immediately following the proposal deadline. Offerors, their representatives and interested persons may attend virtually. See Section 1.6 for details. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the services under a contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of services performed and materials placed in accordance with the Contract Documents. The services performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services and services to be performed by

Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

- 2.6. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.
- 2.8. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.9. Uncovering & Correction of Services:** The Firm shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.20.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

- 2.20.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.22. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.25. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.26. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, sub-Firm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw

nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.32. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.41. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.43. Definitions:**
- 2.43.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.43.2.** The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.3.** "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.
- 2.43.4.** "Sub-Contractor" is a person or organization who has a direct contract with the Firm to perform any of the services at the site. The term Sub-Firm is referred to throughout the contract documents and means a Sub-Contractor or his authorized representative.

2.44. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS
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3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Firm of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) **Worker Compensation:** Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) **General Liability insurance with minimum combined single limits of:**

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) **Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:**

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) **Professional Liability & Errors and Omissions Insurance policy with a minimum of:**

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

3.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. General/Background: The purpose of this RFP is to obtain proposals from qualified professional firms or individuals to create a Pedestrian and Bicycle Master Plan (“Plan”) and to update the City of Grand Junction (City) Transportation Engineering Design Standards (TEDS) Manual. The harmonization of these two documents is instrumental to helping advance the City’s mobility goals. While the Plan will help define a long-range vision for the City’s active transportation programs, mobility and multimodal infrastructure, the TEDS Manual will play an integral role in implementing that vision through specific transportation design standards and regulations. It is the City’s intent that the development of the Plan and TEDS Manual be closely coordinated and aligned.

To that end, the City seeks a firm that has experience creating pedestrian and bicycle plans and infrastructure standards that optimize safe, convenient, accessible and equitable multimodal travel throughout the City. Firms should have experience:

- Developing, through broad public input, multi-modal transportation plans;
- translating plans into implementable actions and strategies;
- engineering and design solutions for all users;
- using evidence-based methods; and
- facilitating interjurisdictional cooperation, including work with Departments of Transportation.

The focus of the Plan shall be to identify strategies, policies, and performance measures to guide the planning, funding, and implementation of future active transportation projects, and to encourage increased non-motorized trips across all ages and abilities. The focus of the TEDS Manual update will be to bring the Manual up to current industry standards, heavily focused on implementing best and progressive practices in Complete Streets design, and include lessons learned by the consultant, City Staff and the community. The consultant shall determine the best approach to meet the City’s needs. Recommendations for updating the TEDS Manual may include standards for topical areas not currently addressed in the existing manual.

The selected firm shall provide recommendations for the public outreach and drafting of both the Plan and the TEDS and whether the work occurs concurrently or in phases. The selected consulting firm or individual shall help the City develop a coordinated stakeholder engagement strategy to help align the two efforts and ensure the correct stakeholders are consulted throughout the project. The consultant shall ensure that the engagement strategy allows for periodic check-ins between the two efforts to guarantee internal document alignment.

4.2. Price/Fees: Project pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, design, drawings, engineering work, shipping/freight, licenses, permits, fees, etc.

The City shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Provide a not to exceed cost using Solicitation Response Form found in Section 7, accompanied by a complete list of cost breakdown and rates sheet.

All fees will be considered by the City to be negotiable.

4.3. Specifications/Scope of Services: The consultant shall review existing City documents to determine how the Plan and the TEDS Manual will integrate with and complement them. Appropriate documents include, but are not limited to, those listed below. Links to the documents are found in Section 4.6.

- Zoning and Development Code
- Grand Junction Circulation Plan
- Active Transportation Plan
- Complete Streets Policy
- Supplemental Standards for Improvement and Development
- Standard Contract Documents for Capital Improvements Construction
- 2020 Comprehensive Plan
- Locally Adopted International Fire Code (IFC)
- Existing TEDS Manual
- Previous TEDS Exceptions

The City envisions the following draft approach to phases and steps for the development of the Plan and the TEDS. The firm should consider this draft approach but is encouraged to modify the phases or steps based their experience to ensure an inclusive and efficient process and the production of timely and effective deliverables.

4.3.1 Pedestrian and Bicycle Master Plan.

PHASE 1; Assessment

- Review existing City and regional programs, plans, and policies relevant to walking and bicycling.
- Conduct interviews and public information collection to help determine issues and opportunities
- Create an inventory of existing bicycle and pedestrian infrastructure, including but not limited to mileage of bike lanes, paved trails, paved shoulder, sidewalks, wayfinding signage, etc.
- Identify gaps and barriers within local and regional polices, infrastructure systems, and resource structures currently serving pedestrian and cyclists, including gaps in ADA-compliant facilities.
- Using available data, identify and map areas of potential demand for pedestrian and bicycle facilities to help prioritize future investments.
- Analyze and map crash data to identify high crash corridors and reveal high injury networks to help prioritize future improvements.
- Facilitate community engagement events and stakeholder interviews and develop summaries for staff to analyze.
- Recommend a design user to inform standards for active transportation infrastructure. Design users are based on archetypical users whose goals, such as trip purpose, and characteristics, such as demographics, represent the needs and preferences of a larger group of users. Design users are used as a tool to establish design parameters for active transportation infrastructure such as

sidewalks, bikeways, trails, and crossing treatments to ensure they serve the greatest number of users possible.

Deliverables: Existing Conditions and Needs Assessment Report, Existing Conditions Map, Existing Levels of Service (LOS) Map, Demand Heat Map, High Injury Network Map, all GIS layers for all maps in a geodatabase.

PHASE 2: Plan Development

- Recommend a Plan vision statement, goals and objectives based on public input.
 - Prepare an annotated outline of the Plan to include a list of recommended projects, policies and programs, and present to staff. Recommendations shall include but not be limited to:
 - Strategies to incorporate and implement the City's Complete Streets Policy.
 - Best practices in multi-modal access management.
 - Potential code amendments or policy revisions.
 - Best practices for pedestrian and cyclist accommodations in work zones.
 - Current funding mechanisms and new potential funding sources.
 - Strategies for project selection and prioritization.
 - Best practices for routine facility maintenance.
 - Performance measures to evaluate implementation progress.
 - Create a draft Plan and present to City Staff and steering committee, revise as needed.
 - Present to community groups and other relevant stakeholders, revise as needed.
 - Present to the Planning Commission and City Council, including any workshops.
 - Develop final Plan and present to stakeholder groups and elected and appointed officials, revise as needed.

Deliverables: Annotated Outline of Plan, Draft Plan, Final Plan.

4.3.2 TEDS Manual Update

PHASE I

- Review adopted regulations, plans, and previous TEDS Exceptions. Specific focus should be paid to:
 - Review and evaluate the existing street sections.
 - Review and evaluation of options for each street classification as appropriate that reflect best practices.
 - Develop recommendations for additional new street sections and establish criteria where they apply. Previous TEDS Exceptions will provide recent examples.
 - Recommend new details for pedestrian and bike paths and trails.

- Review and work with utility companies to develop options to optimize the 14-foot multi-purpose easement.
- Work with staff and the steering committee and stakeholders to identify voids, challenges, and opportunities for the TEDS including opportunities for creating smaller, more pedestrian, and bicycle friendly streets.
- Prepare a draft Assessment Report providing recommendations for updates and priorities for review by staff and the Stakeholder group. Solicit input and revise assessment as needed.

Deliverables: Assessment Report.

PHASE 2

- Prepare an annotated outline of updated TEDS Manual.
- Prepare the draft Manual and present to City Staff and steering committee, revise as needed.
- Seek feedback from stakeholders and public, revise as needed.
- Present to the Planning Commission and City Council, including any workshops.
- Develop final draft of the Manual and present to stakeholder group and elected and appointed officials, revise as needed.

Deliverables: Annotated Outline, Draft TEDS Manual, Final TEDS Manual

4.4. Timeline: It is expected that this work will be completed in approximately ten (10) months from date of contract.

4.5. Implementation/Final Report: The implementation of this project will be determined by the consultant whose timeline will be used as one of the evaluation criteria. Please provide a good faith estimate of when the Master Plan final report can be delivered.

4.6. Links to Referenced Documents:

- Zoning and Development Code
 - <https://www.codepublishing.com/CO/GrandJunction/#!/html2/GrandJunction21/GrandJunction21.html>
- Standard Contract Documents
 - <https://www.gjcity.org/DocumentCenter/View/1147/Standard-Contract-Documents---SCD-PDF>
- Grand Junction Circulation Plan and Active Transportation Plan
 - <https://www.gjcity.org/DocumentCenter/View/680/Grand-Junction-Circulation-Plan-PDF?bidId=, GIS Transportation Map>
- School Walk Routes Layer, GIS Transportation Map
 - <https://arcgis-app.gjcity.org/Transportation%20Map%20External/>
- Complete Streets Policy
 - <https://www.gjcity.org/DocumentCenter/View/679/Complete-Streets-Policy-PDF?bidId=>
- Supplemental Standards for Improvement and Development
 - <http://trimview.gjcity.org/?=POLPROEV/170>
- 2020 Comprehensive Plan

- <https://www.gjcity.org/DocumentCenter/View/2527/Grand-Junction-Comprehensive-Plan-PDF>
- Locally Adopted International Fire Code (IFC)
 - <https://www.codepublishing.com/CO/GrandJunction/#!/html/GrandJunction15/GrandJunction1544.html#15.44>
- Recent TEDS Exceptions to be provided post award.

4.7. RFP Tentative Time Schedule:

- | | |
|---|--------------------------|
| • Request for Proposal available: | February 28, 2022 |
| • Inquiry deadline, no questions after this date: | March 15, 2022 |
| • Addendum Posted: | March 23, 2022 |
| • Submittal deadline for proposals: | March 30, 2022 |
| • Owner evaluation of proposals: | March 31 – April 6, 2022 |
| • Interviews (if required) | April 7 – 8, 2022 |
| • Final selection: | April 8, 2022 |
| • Contract execution: | April 11, 2022 |
| • Phase 1 Complete by | August 5, 2022 |
| • Phase 2 Complete by | February 10, 2023 |

4.8. Questions Regarding Scope of Services:

Susan Hyatt., Senior Buyer
susanh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only through the BidNet website, www.bidnetdirect.com/colorado. This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requires that proposals be formatted **A to F**.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with City’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation, the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a professional consultant with experience in Pedestrian, Bicycle and Transportation Engineering Design Standards to become a contract provider to the City of Grand Junction. Include prior experience with similar projects.
- C. Strategy and Implementation:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** that can attest to your experience in projects of similar scope and size. **Please also summarize the projects completed with these references including** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, etc.
- E. Fee Proposal:** Provide an all-inclusive, not to exceed cost using Solicitation Response Form found in Section 7.0, accompanied by a complete list of costs breakdown (**NOTE: There is a section for optional pricing if virtual meetings are held in lieu of personal or onsite meetings**).
- F. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals **(with weighted values)**:

<p>The following collective criteria shall be worth 90%</p> <ul style="list-style-type: none"> • Responsiveness of Submittal to the RFP (10) (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.) • Experience (30) (Firm's proven proficiency in the successful completion of similar projects.) • Understanding Project & Objectives (20) (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.) • Strategy & Implementation Plan (30) (Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C for details. Timeline of final report included in this score.)
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<p>The following criteria shall be worth 10%</p> <ul style="list-style-type: none"> * Fees (10)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, firm, supplier, or service provider in determining final award(s).

References of the short-listed firms will be assessed during the final phase of the evaluation process.

The Owner will undertake negotiations with the top-rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner reserves the right to invite the most qualified rated proposer(s) to participate in oral interviews, if needed.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm.

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5019-22-SH PLAN AND TEDS MANUAL

Offeror must submit entire Form completed, dated and signed.

All inclusive, not to exceed cost to provide Pedestrian and Bicycle Master Plan and updated TEDS Manual:

Description		Onsite/Personal Meetings	Virtual Meeting Option
Pedestrian/Bicycle Plan	Phase 1		
	Phase 2		
	PLAN Total		
TEDS Manual	Phase 1		
	Phase 2		
	TEDS Total		
GRAND TOTAL			

Total Not to Exceed GRAND TOTAL Written for Onsite/Personal Meetings:

_____ Dollars

Total Not to Exceed GRAND TOTAL Written for Virtual Meeting Option:

_____ Dollars

Anticipated delivery of Final Master Report _____

The City of Grand Junction reserves the right to accept any portion of described services to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.

- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: _____

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date



Purchasing Division

ADDENDUM NO. 1

DATE: March 23, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Interested Parties
RE: Pedestrian & Bicycle Master Plan and TEDS Manual Update RFP-5019-22-SH

Bidders responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following:

Question 1. Our firm maintains automobile liability insurance in the amount of \$1,000,000 combined single limit as opposed to \$1,000,000 each occurrence and aggregate. Would we be able to supplement this with its umbrella coverage or would the City be willing to grant a waiver?

Answer: No waiver will be granted, nor will umbrella coverage be accepted. Insurance requirements must be met to be considered responsive.

Question 2. What is the expected level of detail for cost breakdown?

Answer: Please follow the breakdowns in Section 7.0 using Section 4 for details in each Phase.

Question 3. Regarding the schedule length, is there something driving the current deadlines that the City can share with proposers?

Answer: The City desires to have the project complete early next year.

Question 4. Does the City have an anticipated budget for this project that you can share?

Answer: Yes, there is a budget, but it will not be shared at this time.

Question 5. On page 4, there is a link to join a virtual opening for the RFP on that day the proposal is due. Its unclear what this meeting would be for – can you please explain?

Answer: All solicitation openings are public, and firms are welcome to join using the link if they choose. It is not necessary to attend.

Question 6. We are aware that the City has a GIS layer of sidewalk data for Safe Route to School that includes features such as the presence of a sidewalk or shoulder and whether there is a buffer, but it does not include sidewalk width or other feature information. Does the City expect a more comprehensive inventory of the sidewalk network as part of this project beyond the data that is currently available?

Answer: The City's sidewalk inventory request is limited to the location of those sidewalks. The City will be providing all baseline data for the inventory task to the awarded firm. Inventory will be based on currently available data.

Question 7. Section 4.3.2 TEDS Manual Update, PHASE I, 1st Bullet, 3rd Sub Bullet: Can the number of additional new street sections be quantified for the purposed of the fee estimate?

Answer: The City is looking to the successful consultant to recommend and quantify appropriate street sections. It is anticipated the project will be revising the minor collector and above street sections to be more bicycle and pedestrian friendly and that new street sections will be proposed. The City doesn't anticipate more than one or two sections for each of these classifications. There could be a few street sections for residential streets with varying widths, attached, detached, or no sidewalks, parking, limited parking, or no parking, (same for bike paths or lanes) and appropriate criteria where each section would apply.

Question 8. Section 4.3.2 TEDS Manual Update, PHASE I, 1st Bullet, 4th Sub Bullet: Can the City provide clarity on expectations related to "new details for pedestrian and bike paths and trails", i.e, are there specific goals or features that can be quantified?

Answer: The City wants new details for all newly recommended trail and multi-modal facilities configurations. This should include cross-sections for detached multi-modal paths, on-street bike lanes, buffered bikes lanes, and features such as sharrows and buffered bike lanes. For trails, please reference the existing trail detail in chapter 29.20.040(f) of TEDS. Things to consider are elements such as hard surface trails, soft surface trails, width, safety features, grade, cross slope, construction materials, etc.

Question 9. Section 4.3.2 TEDS Manual Update, PHASE I, 1st Bullet, 5th Sub Bullet: Please explain what issues currently exist related to the optimizing the 14-foot multi-purpose easement. How will organization, interaction, and input from the utility companies be accomplished?

Answer: The City will coordinate and organize periodic meetings with utility providers. Staff will assist in organizing the meetings while the consultant will need to be able listen to concerns, receive input, provide examples, best practices and arrive at a recommended change (if one is recommended). These meetings may be conducted virtually.

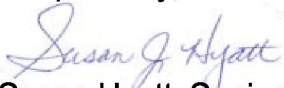
Question 10. Section 4.3.2 TEDS Manual Update, PHASE 2, 4th Bullet: How many Planning Commission and City Council, including workshops, should be planned for? Will presentations be in-person or virtual?

Answer: Anticipate approximately two workshops with the City's Planning Commission and up to two workshops with City Council. These may be attended and presented virtually, though staff recommends one city council workshop be attended in-person.

The original solicitation for the project referenced above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Susan Hyatt, Senior Buyer
City of Grand Junction, Colorado

Updated Scope of Work

Task 1: Project Management

Project management will be important to ensure a coordinated and efficient planning process that results in timely and thorough deliverables within the project budget. Fehr & Peers will manage the project for the consultant team. This will include hosting a kickoff meeting to set expectations and review draft scope and schedule. Following the kickoff, we will hold regular (typically bi-weekly) conference or video calls with a core Project Management Team over the course of the project to review key findings and make decisions related to schedule, public/stakeholder involvement, analysis, recommendations, and design. While we anticipate an average of one meeting every two weeks, we will hold more or less frequent meetings as needed. Fehr & Peers will provide an agenda for each meeting and notes for major meetings.

We will also hold six Steering Committee and four Technical Committee meetings across the life of the project. The Steering Committee will include key City staff and partners that will provide important guidance and oversight for the Pedestrian & Bicycle Master Plan process. Partners may include representative of the Urban Trails Committee, Colorado Mesa University, Mesa County, and various City departments. The Technical Committee will include key engineering staff as identified by the City and project team to guide the update to the TEDS Manual. Fehr & Peers will facilitate coordination between the Steering Committee and Technical Committee and there may be one overlapping meeting. Up to three of the Steering Committee meetings will be in person and all other meetings are assumed to be virtual unless they can be combined with an in-person trip for the Steering Committee meeting or that is planned as part of Task 3 Community Outreach.

We will also be readily available for impromptu calls and email exchanges as needed throughout the project to ensure efficient use of time and resources. The task will also include monthly invoicing. We will work with Grand Junction staff to finalize the work plan, schedule, and other details of the scope as part of this task.

Task 1 Deliverables:

- Kickoff meeting
- Final work plan
- Bi-monthly video meetings with the Project Management Team
- Six meetings with Steering Committee
- Four meetings with the Technical Committee
- Phone calls as needed with the project manager Weekly phone calls with the project manager
- Monthly invoices

Task 2: Existing Conditions Analysis

Fehr & Peers will conduct an existing conditions analysis of the pedestrian and bicycle network in Grand Junction and summarize related plans and policies. This analysis will map existing active transportation infrastructure, network gaps, crash trends, potential demand, and level of traffic stress using

available data. The analysis from Task 2 will be combined with feedback received as part of the outreach process in Task 3 into a comprehensive assessment report to inform the vision, recommendations, and priorities for the draft plan.

The existing conditions analysis will include the following subtasks:

A. Review Existing Plans

We will review and summarize relevant existing plans, documents, and City policies.

B. Map Existing Pedestrian and Bike Network and Gaps

Using the 2018 Grand Junction Circulation Plan Active Transportation Corridors as a starting point, we will map the existing bicycle network by facility type (i.e. bike lanes, shared streets, multiuse paths, etc.). We will use this map to identify gaps in the network including both missing segments and barriers posed by major street crossings, rivers or railroads.

We will map the existing pedestrian facilities including facility details (such as buffered versus attached sidewalks) using available data. We will compare this to existing street standards and the Complete Streets Policy to identify gaps in the network including both missing segments and barriers posed by major street crossings.

Fehr & Peers has created preliminary versions of these maps at the county scale as a part of the Mesa County Master Plan.

C. Conduct Level of Traffic Stress Analysis of Existing Network

To supplement the existing network maps, Fehr & Peers will apply our in-house StreetScore+ tool to map the existing level of traffic stress for both the bicycle and pedestrian network in the City. We have successfully applied Streetscore+ in dozens of communities across the country, with customized application in Boulder, Vail, Loveland, and Windsor. The ability to determine criteria and thresholds unique to each community and calibrate the tool on specific corridors will prove beneficial as we assess design alternatives for corridors and crossings in Grand Junction. This map will reveal high stress gaps in the network, particularly for more 'interested but concerned' bicyclists, and potential areas of focus in the planning stage.

D. Conduct an Active Transportation High Injury Network Map

Fehr & Peers will leverage experience from previous safety analysis work developing the *Brighton Vision Zero Plan* and *DRCOG Taking Action on Regional Vision Zero Plan* to develop an active transportation high injury network (HIN) map. We know from our experience on the North Avenue Enhanced Transit Corridor Study the value of performing pedestrian and bicycle crash analysis to inform recommendations. This active transportation HIN map will use available crash data to provide a map of the corridors with the highest number of bicycle and pedestrian crashes. The network will weight crashes based on severity, with killed or severely injured (KSI) crashes weighted more heavily than minor or no injury crashes. Depending on input from the project team and available data, we can also apply other weights (such as crashes involving vulnerable users). The resulting map will help inform the location and patterns of key safety concerns to be addressed as part of plan development.

E. Map Pedestrian and Bicycle Demand

We will work with the Project Management Team to identify the best methodology to map pedestrian and bicycle demand across the City using available data. Deriving demand could be accomplished using a

combination of the following resources: public/stakeholder input provided as part of outreach, available pedestrian and bicycle counts provided by the City, and Big Data such as origin- destination patterns.

Fehr & Peers is a leader in the industry when it comes to incorporating Big Data into transportation projects. We have an in-depth understanding of the strengths and weaknesses of different types of Big Data and how best to implement them in different contexts. For example, Strava Metro Data will provide a heat map of high use bicycle and pedestrian corridors in the city, through CDOT's existing contract with Strava. This data will help reveal some high demand areas, but should be considered within the context of what it represents – primarily recreational bikers and walkers recording activity on Strava's mobile phone app. Nevertheless, it will provide one additional important piece of the puzzle in crafting the bike and pedestrian plan.

Optional StreetLight Data Analysis Subtask

We have included in our fee proposal an optional subtask to purchase and analyze bicycle and pedestrian StreetLight Data, which will show bicycle and pedestrian demand in different parts of the City. We assumed the purchase would include up to 50 zones and we will work with the City to identify the most useful zone boundaries. This data would be used to identify bicycle and pedestrian trip activity levels in different areas of the city, common origin-destination pairs, or if desired, origin/destination patterns of trips in different corridors. This data would help guide project prioritization and provide insight into demand to aid in identifying important bicycle and pedestrian corridors and needed improvements. Fehr & Peers has been working with the StreetLight for many years will leverage that experience to help define zone geographies, analysis, and interpretation of the data. The deliverable for this subtask would include maps, charts, and written narrative as part of the Existing Conditions and Needs Assessment Report summarizing high-level bicycle and pedestrian travel patterns, areas with high activity levels, and relative bicycle and pedestrian demand in different areas of the City.

F. Existing Conditions & Needs Assessment Report

The findings from Task 2 will be combined with key findings of the outreach performed in Task 3 into an Existing Conditions and Needs Assessment Report.

Task 2 Deliverables:

- **Existing conditions bicycle and pedestrian network map**
- **Existing bicycle and pedestrian level of traffic stress map**
- **Active transportation high injury network (HIN) map**
- **Pedestrian and bicycle demand map Raw GIS files of all analyses**
- **Existing Conditions and Needs Assessment Report based on the findings of Task 2 and Task**

Task 3: Community Outreach

The community engagement process will be strategic, creative, and multi-pronged to ensure that stakeholders and a diverse cross section of the public support and defend the plan. We carefully craft engagement strategies to inform, engage, collaborate, and consult with the public, depending on the audience, content, stage of the process, and goals of outreach. We will develop an approach supported by the Project Management

Team that builds on our recent experience engaging communities through the Grand Valley RTP and North Avenue ETC project, and incorporates meaningful input we receive into the plan process and product.

With a growing population of Latinx origin (almost 20%), an increasing number of retirees moving to the region, and a median income 37% lower than the state of Colorado, Grand Junction has a number of residents who may not be reached through traditional outreach. We also recognize that people prefer to participate in the planning process in different ways. Therefore, we propose a suite of tools that, when combined, provide an effective way to engage and incorporate feedback from a broad range of residents and stakeholders. These mediums, outlined in greater detail in this section, consist of:

- A Public Involvement Plan
- Stakeholder and Focus Group Meetings
- Community Meetings
- Other Support Tools

A. Public Involvement Plan

We will work closely with the Project Management Team to deliver a comprehensive Public Involvement Plan that will ensure the final Pedestrian and Bicycle Master Plan and TEDS truly reflects the community's voice and represents all constituents, especially those who have traditionally been underrepresented in the planning process. Our Public Involvement Plan will engage both internal and external stakeholders, leverage existing partnerships and touchpoints, and provide clear messaging to the public. The Public Involvement Plan will clearly identify the role of the consultant team and City staff, for seamless and effective cooperation. City staff will lead in the logistics of meeting coordination, advertising, promotion and invitations such as through social media, staffing of intercept events, and hosting of website material. The consultant team will otherwise lead all engagement activities.

B. Stakeholder Interviews or Focus Group Meetings

The Fehr & Peers team will facilitate and attend up to ten stakeholder or focus group meetings with key stakeholders. A final list of stakeholders will be identified by the City and may include: City staff from various departments, the Urban Trails Committee representatives, advocacy groups, school representatives, and police and fire department. Stakeholder interviews will be an important tool to reveal perspectives on existing issues, opportunities, and vision of the City's existing and future bicycle and pedestrian network. Some stakeholder interviews can be conducted in-person if coordinated with other planned in-person meetings.

C. Community Meeting

The Fehr & Peers team will prepare materials and facilitate two in-person community meetings, or open houses, during the project. The meetings will consist of three parts: an open house gallery displaying materials produced to date; a brief presentation; and engaging, interactive exercises to solicit public input on project materials. These workshops will provide a key opportunity to educate the public and build consensus for bicycle and pedestrian improvements.

The first community meeting will be conducted early in the process (May-June 2022) to hone a vision, understand when and where people currently walk and bike in Grand Junction and where they would like to

in the future, determine current barriers to walking and biking, and inform potential improvements and modifications to the

TEDS Manual. This process will also be used to gauge the community's collective opinion on the preferred design user to inform active transportation standards.

The second round of outreach will occur in late Fall 2022 to provide an update on the process and get feedback on draft recommendations.

The community meetings will be designed to engage a range of audiences with varying outreach preferences, from informing on project goals to engaging on a vision and draft recommendation to elevating key concerns about implementation. These meetings will occur in connection with an online survey (described in section E following).

D. Intercept Event Toolkit

Intercept events can effectively reach people who do not attend traditional community meetings or are less likely to engage virtually. Intercept events are excellent ways to gather information at high traffic locations (e.g. summer farmers market, JUCO World Series, Bike to Work Day), distribute information on the project, and obtain input. We meet people where they are – in places and at activities they already attend, to attract a different (and often broader) population than a more traditional planning meeting. We will provide staff with an "Intercept Event Toolkit" that includes all of the material and information necessary to effectively attend, staff, and receive input during an intercept event. The toolkit will include boards, surveys, or maps to collect key information from participants, often in only the few minutes they have available. Intercept events will align with the two phases of outreach— visioning (1) and reviewing draft recommendations (2).

E. Online Survey

The Fehr & Peers team will design and deploy up to two online surveys in alignment with the two open house events. The surveys will be used to gather much of the same information as the workshop, but will reach a broader audience. Survey questions will include identifying current travel behaviors and existing barriers to walking and biking to inform a vision and identify priorities for implementation. During the North Avenue ETC project, about 40 people attended the in-person open house, but nearly 300 survey responses were received. We have developed numerous online surveys that integrate information seamlessly through online mapping, visual preferencing, and opportunities to elevate more detailed concerns about implementation. Online surveys provide a quantifiable and transparent way to get feedback from the community, while also sharing responses to create empathy and catalysts for conversation between community members.

F. Social Media and Website Content

Fehr & Peers will develop concise and compelling text and images for social media platforms. We will coordinate posts on a variety of platforms through City staff and community groups to inform and engage followers about the plan process. These tools can effectively disseminate information to residents, encourage on-the-ground conversations about project issues and opportunities, and develop buzz and excitement about upcoming outreach events. We can also explore creative ways of using social media to solicit input from residents, such as Instagram for people to post the best or worst bike or walking locations. We have found this to be a fun and informative way to engage the public in past projects.

G. City Council and Planning Commission Meetings

The Fehr & Peers team will attend up to two workshops with City Council and up to two workshops with the Planning Commission, with specific workshop topics and timing to be determined with City staff. We assume two in-person trips for one or both of these meetings, but can adjust to virtual as needed. Engaging City Council and the Planning Commission throughout the planning process and on the draft plan will help maintain open lines of communication, build relationships, encourage mutual understanding, help reach consensus in a way that will avoid particular interests dominating the conversation, and will provide for supported and sustainable decisions.

H. Bike Audit

In conjunction with the first open house, we propose an optional bike ride with the Steering Committee and other stakeholders to explore various pedestrian and bicycle facility types around the City. In the past, we have found these types of bike rides and walk audits to be a fun and engaging way to inform the planning process. We find it important to understand the implications of decisions from the user's perspective. The bike ride will provide an in-person understanding of the system's existing strengths and weaknesses.

Task 3 Deliverables:

- **Finalized public involvement plan approved by City staff**
- **Website content and other supporting material for online messaging**
- **Presentations, posters, and other material to facilitate public involvement activities**
- **Written summary of findings to be included in the Assessment Report and Final Report identified in Task 2**
- **Presentation/documentation of public input to be provided to the Steering Committee and governing boards**

Task 4: Plan Development

Building on Tasks 2 and 3, we will identify a vision, goals, and objectives for the project. Based on these agreed upon platforms, Fehr & Peers will develop a future bicycle and pedestrian network map and vision as part of a larger draft and final Pedestrian and Bicycle Master Plan for the City.

The plan will include guidance on facility types, design elements, prioritization (based on evaluation criteria), policy recommendations, and implementation strategies to achieve the vision. Input from the public, stakeholders and staff and the existing conditions analysis will inform the plan and recommendations. The following section summarizes specific elements of this task.

A. Bicycle Network Plan

The key deliverable of the bicycle plan will be a future bike network map that defined the City's vision for a complete and connected bicycle network. The map will show the alignment and recommended facility types of future bike corridors. Potential facility types may include: shared streets (bike boulevards), streets with bike lanes (standard or buffered), streets with protected bike lanes, multiuse trails, or others. In conjunction with the map, we will provide a description and graphics of the bicycle facility types, benefits, tradeoffs, and context for application of each.

The following process will be used to develop a future bike network plan:

- **Define the Future Network** – We will use the Active Transportation Plan Corridors developed as part of the 2018 Grand Junction Circulation Plan as a starting point. Based on analysis and public/stakeholder input the corridor map, we will verify that the network map still reflects the community's vision. Depending on input and findings from Task 2 and Task 3 as well as recent or planned changes in land use, the map will be modified to adjust alignments, and add or remove corridors. Our concurrent work on the Mesa County Master Plan provides context for new development, transit oriented development, and key destinations that may influence the proposed bicycle network. The resulting map will serve as the vision for the future alignment of the bike network in Grand Junction.
- **Identify Preferred Bicycle Facility Types** – Based on a level of traffic stress (LTS) analysis using Fehr & Peers' StreetScore+ tool in Task 2 and input received on the preferred design user from Task 3, we will work closely with the Project Management Team and Steering Committee to develop a toolbox of bicycle facility types appropriate to Grand Junction streets. It will be important to ensure the types of facilities align with what the City's maintenance policies, budget, cross-section standards and with public expectations for street design and function. The concurrent update of TEDS will be beneficial for this task. We will provide our expertise in benefits, tradeoffs, and considerations of each facility type based on national best practices and lessons learned from previous projects, including recent projects helping the City and County of Denver plan and design their bike network.
- **Define Bicycle Facility Criteria and Map Final Network** - We will work with the Steering Committee to define a set of evaluation criteria most appropriate to the context of the City and based on the preferred design user that will be used to assign the preferred bike facilities to the network. Criteria may include characteristics like: traffic volume, traffic speed, number of travel lanes, and proximity to a school. The criteria will guide which facilities we recommend for various corridors throughout the Active Transportation Network to achieve the desired level of traffic stress. This will result in a draft future bicycle network.

B. Pedestrian Network Plan

Unlike the bicycle network plan, which will define which streets or trails we include in the network, we assume that the majority of, if not all, streets in the City will be a part of the future pedestrian network map. Thus, the key information to convey on the future pedestrian network map will be the facility type (typical street cross-section), missing network gaps, and prioritization for implementation.

The first step in this process will be to develop pedestrian facility guidance by street classification or other criteria such as zoning. The design user selected through the public process will guide this process. We will develop a recommended design for street sections based on the desired LTS the community would like to achieve, leveraging the StreetScore+ analysis from Task 2. This will result in a preferred set of pedestrian facility cross-sections by street classification that will also inform the TEDS Manual update. Fehr & Peers will also provide guidance on pedestrian crossing treatments and application in different contexts. Based on the preferred facility types, we will develop a future pedestrian network map. This map will highlight the missing gaps in the network, including important crossing locations as informed by feedback from the public, the HIN, and existing conditions analysis.

C. Policy Recommendations

One of the most tangible and cost-effective ways to improve the bicycle and pedestrian environment in Grand Junction will be to implement effective policies. Policies can be used to guide the private sector in new development or redevelopment projects, as well as City departments as they perform major street construction projects and routine street maintenance. Using policy will ensure these projects incorporate the City's goals for the bicycle and pedestrian environment and create a consistent experience for user.

Fehr & Peers has helped communities develop effective Complete Streets policies for over a decade. Through this experience, we have learned that the most effective Complete Streets policies include clear actions and that have legal backing (policies with "teeth"). Our recommendations will leverage these lessons. Based on our existing conditions analysis and in collaboration with the Steering Committee, we will provide a set of actionable policy recommendations to support buildout of the future bicycle and pedestrian network. Potential policies may include:

- **Access management strategies** – to mitigate curb cut frequency and conflicts between pedestrians, bicyclists, and turning vehicles.
- **Routine maintenance** –actions like adding bike detection during a signal upgrade, crossing improvements and bike lanes as part of a street overlay project, or street sweeping and snow maintenance of bike facilities.
- **Construction zones policy** – this may include providing proper pedestrian and bicycle accommodation around street construction projects.
- **Code amendments** – this may include policies on bicycle, pedestrian, and driver expectations on different facility types.

D. Implementation & Prioritization

The last major component of developing the Pedestrian and Bicycle Master Plan will be to provide guidance on implementation, including prioritization. This section will guide the City buildout of the future pedestrian and bicycle network through the following three key elements:

- **Prioritization** – Based on public/stakeholder feedback, the missing gaps analysis, and StreetScore+ and HIN analysis, we will provide a recommended list of high priority projects or locations. Priority will be based on criteria defined by the public and Steering Committee and will likely account for areas with key missing gaps, high demand, traffic safety concerns, vulnerable users, important destinations, and feasibility. For the bicycle network, this may include a combination of high priority corridors and bicycle crossing locations. For the pedestrian network, this will likely include a combination of key segments, intersections, or high priority areas of the City, similar to how we prioritized buildout of Boulder's low stress pedestrian network.
- **Performance measures** – Connecting to the vision, goals and objectives defined through this plan, we will recommend performance measures that can track progress over time. This will help with accountability, transparency, and changes to the implementation strategy over time, and provide a quantitative way to ensure that the City moves towards its defined goals.

- **Funding opportunities** – Fehr & Peers will leverage knowledge of the ever-changing state and federal funding opportunities for bicycle and pedestrian projects, as well as local funding options. We identified a comprehensive set of local funding opportunities specific to the Grand Valley as a part of the RTP that we will build upon. Understanding grant opportunities early on can help set the City up to be competitive in these applications.

Task 4 Deliverables:

- **Future bicycle and pedestrian network plan map**
- **Annotated outline of Plan**
- **Draft Plan following one round of consolidated comments**
- **Final Plan following second round of consolidated comments**

Task 5: TEDS Manual Update

Fehr & Peers and Kimley-Horn will jointly lead this task to perform a complete assessment and update of the Grand Junction TEDS Manual. This task will occur in close coordination with development of the bicycle and pedestrian network and will reflect the preferred facility types that emerge from that process. This task includes subtasks to provide an initial assessment of the TEDS Manual to recommend changes as well as an update of the Manual.

A. TEDS Manual Assessment

The goal of this subtask will be to perform a comprehensive review of the TEDS Manual to identify the elements to be updated, including potentially adding new material. For example, are there new street types that should be added? Does the City want uncontrolled pedestrian crossing guidance? Should additional guidance be provided on transit stop design? The outcome of this subtask will include a summary list of recommended updates and additions to the TEDS Manual.

To accomplish an initial assessment of the TEDS Manual the consultant team will use a four-pronged approach:

1. First the consultant team will review each chapter of the TEDS Manual and compare the guidance to current national best practices and peer communities leveraging our firms' combined expertise in bicycle and pedestrian design, and transportation design standards. Through this process we will flag elements to consider updating, as well as make recommendations.
2. Second, the consultant team will review relevant adopted regulations, plans and previous TEDS Exceptions provided by the City to flag additional areas of the TEDS Manual that may be inconsistent or potentially in need of updating.
3. Third, the consultant team will solicit feedback from the public and stakeholders, including through interviews with those in the design community, through the outreach process identified in Task 3. We will also solicit input from the technical committee as identified in Task 1, which will be key to identifying aspects of the TEDS Manual that are working well and not working well and identify where the TEDS Manual is and is not in alignment with current community values.

4. Lastly, we will provide recommendations for how to modify the street sections and other bicycle and pedestrian design components of the TEDS Manual based on the outcomes of recommended bicycle and pedestrian facility types that emerge from Task 4.

The major components of the TEDS Manual we anticipate will need the most attention include: the street sections, the bicycle and pedestrian design guidance (including within transportation impact studies, traffic calming, and other chapters), transit design, traffic signal design, incorporating common TEDS exceptions (including parking variances), and reviewing the City's current policy of a 14' utility easement. We will coordinate closely with the Fire Department and other City departments as appropriate to identify potential needs for each section. We will leverage our firm's experience working in other communities including conducting peer community reviews as needed to inform recommendations.

Recommendations will reflect the community's vision, including what emerges from the Pedestrian and Bicycle Plan, such as criteria for the design user and level of traffic stress the community would like the pedestrian and bicycle facilities to achieve. This information will inform the amount of space and separation from traffic that will be needed under various contexts and street classes. Depending on the preferred facility types that emerge from Task 4, recommendations may include new street sections per street class to achieve the desired outcomes. This will highlight key elements such as lane width, buffer, and separation from traffic, informed by national guidance for low-stress bicycle and pedestrian facility design.

All recommendations will be closely vetted with the technical committee and City staff to ensure feasible implementation. We will consider existing engineering and maintenance practices, policies, typical street widths, right-of-way, and fire code constraints. We will provide recommendations based on our experience in other communities and knowledge of benefits and tradeoffs of different design solutions. Our evaluation and recommendations will be documented in an Assessment Report.

B. TEDS Manual Update

Following review and consensus from the project technical committee, the consultant team will update each chapter of the TEDS Manual. This will include new and revised street cross-sections and text modifications that guide pedestrian and bicycle facility design and analysis, and new or updated plan sheets as needed for each section. The updates will be consistent with the vision and recommended facility types that emerge from the Pedestrian and Bicycle Master Plan. The congruence of the two will allow for seamless implementation of the Pedestrian and Bicycle Master Plan as the City reconstructs existing infrastructure and adds new streets. Updates to each chapter of the TEDS Manual will also be consistent with other existing City policies and practices, and reflect current national best practices.

We recognize that the TEDS Manual will be a valuable and frequently used resource for developers, the design community, and various City departments for years to come. As such the final product will be designed so users can easily navigate to the appropriate section and interpret standards and guidance clearly. The final product will be a searchable and an easy-to-navigate PDF, with links to each chapter and sub-section, along with high-resolution graphics. The chapters can later be divided and codified online as needed.

Given that extent of the updates that will need to be made as part of this project will not be fully revealed until the assessment is complete (Task 5A), we have developed our proposed budget based on a set of assumptions about what will be updated in Task 5B. The assumptions and estimated level of effort are

identified for each chapter as outlined in the **Table 1**. If it is found that following Task 5A there are large discrepancies in what is assumed in Table 1 we will work with the City to adjust the scope and fee as needed to bring the level of effort back in alignment with the final updates that will be made to the TEDS Manual in Task 5B. A cost estimate range for each additional plan sheet not assumed in Table 1 is provided in the fee proposal.

Table 1. Task 5B Assumptions and Expected Level of Effort by Chapter of the TEDS Manual

Chapter	Graphics: Updated or New	Level of Effort	Assumptions
29.01 Introduction	N/A	Low	<ul style="list-style-type: none"> Light updates to include any new materials added to the manual.
29.04 Street Classifications and Standards	None	Zero	<ul style="list-style-type: none"> Access Management Plan has been superseded by the Patterson AMP and the CDOT AMP so this section can be removed. Assuming revised street cross sections should belong in section 29.2.
29.08 Transportation Impact Studies	1 New (Area Boundary Map)	Medium	<ul style="list-style-type: none"> TIS Base Assumptions Form - likely don't need to update. Pedestrian analysis worksheet - may need to add more detail/modernize. Most of text in this section will only require light updates. TDM section may need to be updated. Tables should be confirmed that all information is updated based on best practices.
29.12 Access Management	None	Low	<ul style="list-style-type: none"> Access Management Plan has been superseded by the Patterson AMP and the CDOT AMP so this section can be removed. Hour estimate includes light text updates.
29.16 Access Design and Site Circulation	None	Low	
29.2 Residential and Commercial Streets, Landscaping and Traffic Calming	<ul style="list-style-type: none"> 8 Updated Street Sections 2 New Street Sections 	High	<ul style="list-style-type: none"> City has CAD files for graphics to reuse Assume that existing sections will need to have Bike/Ped updates. Assume 2 new sections Assume minor updates to traffic calming given this has not been well received historically
29.24 Fire Department Access	<ul style="list-style-type: none"> 4 Updated Plan Sheets 	Medium	<ul style="list-style-type: none"> Utilize graphics that Fire Department has prepared
29.28 Arterial and Collector Geometric Design, Including Roundabouts	<ul style="list-style-type: none"> 8 Updated Street Sections 2 New Street Sections 	High	<ul style="list-style-type: none"> City has CAD files for graphics to reuse. Assume that sections will need to have Bike/Ped updates. Street specific sections need to be revised, City to provide the specifics, consultant to draw. Assume 2 new sections. Update tables to match latest AASHTO
29.32 Pavement and Truck Routes	N/A	Low	<ul style="list-style-type: none"> Assume no changes to existing truck routes
29.36 Street Lighting, Utilities and Mailboxes	N/A	Low	<ul style="list-style-type: none"> Assuming minor changes
29.4 Striping and Signing	N/A	Low	<ul style="list-style-type: none"> Minimal text updates due to the Manual referencing CDOT standards.

			<ul style="list-style-type: none"> We will update to reference CDOT latest standards.
29.44 Traffic Signals and Construction Zones	<ul style="list-style-type: none"> 5 Updated Traffic Signal Sheets\ 1-2 New Traffic Signal Sheets 1-2 New Construction Zone Set-Up Plan Sheets 	High	<ul style="list-style-type: none"> Potential other items we may need to add: video detection, ITS, bike detection, audible pedestrian heads, etc. Traffic may already have this updated. We will leave assumptions in that we will make modifications or add new plan sheets and can reduce if traffic already has made updates. Assumes 7 traffic signal plan sheets (revise/light updates on 5 existing and 2 new sheets). Assume prepare a Construction Plan - Template. Update City's approval and review requirements. Assume lane closure time restrictions do not change.
29.48 Transit, Bicycle and Pedestrian Facilities	None	Medium	<ul style="list-style-type: none"> Need to add more detail. Assuming there may be cross sections, but likely no plan sheets. Ped/bike will be covered in the Bike/Ped plan, so this section will focus mostly on transit. Any plan sheets or new cross sections will be included under 29.52.
29.52 Transit Design Standards and Guidelines	<ul style="list-style-type: none"> Remove/revise existing 2-3 New bus stop platforms/pull-out designs 	Medium-high	<ul style="list-style-type: none"> Assuming we will rethink through flow chart. Provide additional details/plan sheets for minimum dimensions for bus platforms/bus pullouts. Assume 2-3 new plan sheets.
29.56 Alley Standards	<ul style="list-style-type: none"> 0-1 Updated 	Low	<ul style="list-style-type: none"> This plan set is in good condition and if none of the standards have changed then we likely don't need to redraw.
29.6 Private Streets, Shared Driveways and Loop Lanes	N/A	Low	<ul style="list-style-type: none"> Light updates.
29.64 Design Exceptions	N/A	Medium-High	<ul style="list-style-type: none"> Revise flow chart. Add more detail to this section. Level of effort for this section may evolve as we find out more during Ped/Bike Plan and our initial assessment.
29.68 Alternate Residential Street Standards	N/A	Medium-High	<ul style="list-style-type: none"> Add more detail to this section. Level of effort for this section may evolve as we find out more during Ped/Bike Plan and our initial assessment.
(Overall) Branding & Formatting	Formatting	Medium	<ul style="list-style-type: none"> Organize into a clean looking document that is in PDF form and easy to navigate.

Task 5 Deliverables:

- TEDS Manual Draft and Final Assessment Report
- Annotated outline of TEDS Manual proposed updates
- Draft TEDS Manual Updates (graphics and supporting text)
- Final TEDS Manual updates following **two rounds** of consolidated comments

Fee Proposal for Pedestrian and Bicycle Master Plan TEDS Manual (In-Person Option) - UPDATED May 23, 2022

Tasks	Fehr & Peers (Prime)											Direct Costs	Fehr & Peers Total	Kimley-Horn (Subconsultant)				Kimley-Horn (subconsultant) Total	Total Costs
	Project Manager	Principal-in-Charge	Design Reviewer	Technical Expert	Sr. Design Engineer	Sr. Planner/Engineer	Project Design Engineer II	Project Planner/Engineer	Visual Communications	Admin	Labor Hours			Senior Professional II	Senior Professional	Professional	Analyst		
	\$155	\$260	\$260	\$185	\$180	\$150	\$145	\$120	\$140	\$115				\$215	\$200	\$175	\$140		
Task 1 - Project Management	56	14			8	6	4			20	\$17,540	\$350	\$17,890					\$0	\$17,890
1.A Work Plan	16	0	0	0	0	0	0	0	0	4	\$2,940	\$60	\$3,000	0	0	0	0	\$0	\$3,000
1.B Kickoff	4	2	0	0	0	2	0	0	0	0	\$1,440	\$30	\$1,470	0	0	0	0	\$0	\$1,470
1.C Meetings	28	12	0	0	8	4	4	0	0	0	\$10,080	\$200	\$10,280	0	0	0	0	\$0	\$10,280
1.D Invoicing	8	0	0	0	0	0	0	0	0	16	\$3,080	\$60	\$3,140	0	0	0	0	\$0	\$3,140
Task 2 - Existing Conditions Analysis	40	4				28		104	12		\$25,600	\$510	\$26,110					\$0	\$26,110
2.A Review Existing Plans	4	0	0	0	0	4	0	4	2	0	\$1,980	\$40	\$2,020	0	0	0	0	\$0	\$2,020
2.B Map Existing Network	8	0	0	0	0	4	0	24	2	0	\$5,000	\$100	\$5,100	0	0	0	0	\$0	\$5,100
2.C LTS Analysis	4	0	0	0	0	4	0	24	2	0	\$4,380	\$90	\$4,470	0	0	0	0	\$0	\$4,470
2.D HIN Mapping	4	0	0	0	0	4	0	20	2	0	\$3,900	\$80	\$3,980	0	0	0	0	\$0	\$3,980
2.E Demand Analysis	4	0	0	0	0	4	0	16	0	0	\$3,140	\$60	\$3,200	0	0	0	0	\$0	\$3,200
2.F Existing Conditions & Assessment Report	16	4	0	0	0	8	0	16	4	0	\$7,200	\$140	\$7,340	0	0	0	0	\$0	\$7,340
Task 3 - Community Outreach	74	10		24		40		50	16		\$32,750	\$2,790	\$35,540					\$0	\$35,540
3.A Public Involvement Plan	2	0	0	8	0	0	0	0	0	0	\$1,790	\$40	\$1,830	0	0	0	0	\$0	\$1,830
3.B Stakeholder Meetings	12	0	0	0	0	0	0	8	0	0	\$2,820	\$60	\$2,880	0	0	0	0	\$0	\$2,880
3.C Community Meetings	24	8	0	4	0	24	0	24	16	0	\$15,260	\$1,500	\$16,760	0	0	0	0	\$0	\$16,760
3.D Intercept Toolkit	2	0	0	2	0	0	0	2	0	0	\$920	\$20	\$940	0	0	0	0	\$0	\$940
3.E Surveys	16	0	0	8	0	8	0	16	0	0	\$7,080	\$140	\$7,220	0	0	0	0	\$0	\$7,220
3.F Social Media & Website Content	2	0	0	2	0	4	0	0	0	0	\$1,280	\$30	\$1,310	0	0	0	0	\$0	\$1,310
3.G Council & Commission Meetings	16	2	0	0	0	4	0	0	0	0	\$3,600	\$1,000	\$4,600	0	0	0	0	\$0	\$4,600
Task 4 - Plan Development	68	12		10		52		56	16		\$32,270	\$650	\$32,920					\$0	\$32,920
4.A Bicycle Network Plan	24	4	0	4	0	20	0	24	8	0	\$12,500	\$250	\$12,750	0	0	0	0	\$0	\$12,750
4.B Pedestrian Network Plan	24	4	0	4	0	20	0	24	8	0	\$12,500	\$250	\$12,750	0	0	0	0	\$0	\$12,750
4.C Policy Recommendations	12	2	0	2	0	8	0	0	0	0	\$3,950	\$80	\$4,030	0	0	0	0	\$0	\$4,030
4.D Implementation & Prioritization	8	2	0	0	0	4	0	8	0	0	\$3,320	\$70	\$3,390	0	0	0	0	\$0	\$3,390
Task 5 - TEDS Manual Update		38	31		141		280		48		\$90,640	\$1,810	\$92,450	48	40	44	108	\$41,140	\$133,590
5.1 Assessment	0	6	0	0	28		56	0	0	0	\$14,720	\$290	\$15,010	0	0	0	0	\$0	\$15,010
5.2 Update	0	32	31	0	113	0	224	0	48	0	\$75,920	\$1,520	\$77,440	48	40	44	108	\$41,140	\$118,580
Total for all Tasks	238	78	31	34	149	126	284	210	92	20	\$198,800	\$6,110	\$204,910	48	40	44	108	\$41,140	\$246,050

Optional Add-Ons (not included in Total)	Labor	Direct Cost	Total
StreetLight Data Analysis Task (50 zones)	\$10,000	\$8,640	\$18,640
Each Additional Plan Sheet similar to 29.20.040 (a)	\$2,000	\$0	\$2,000
Each Additional Plan Sheet similar to 29.44.050 (a)	\$4,000	\$0	\$4,000

Notes:

This fee proposal is valid for a period of 90 days from the proposal submittal date.

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.

Mileage is billed at the IRS rate plus 10% handling fee

Rates and non-key staff are subject to change at any time, without notice, and within the total budget shown

Fee Proposal by TEDS Manual Chapter for Task 5B TEDS Manual Update

	Fehr & Peers (Prime)							Kimley-Horn (Subconsultant)				Kimley-Horn (subconsultant) Total	Total Costs	
	Principal-in-Charge	Design Reviewer	Sr. Design Engineer	Project Design Engineer II	Visual Communications	Labor Hours	Direct Costs	Fehr & Peers Total	Senior Professional II	Senior Professional	Professional			Analyst
TEDS Manual Chapter	\$260	\$260	\$180	\$145	\$140				\$215	\$200	\$175	\$140		
29.01 Introduction	2	0	4	2	0	\$1,530	\$30	\$1,560	0	0	0	0	\$0	\$1,560
29.04 Street Classifications and Standards	0	0	0	0	0	\$0	\$0	\$0	0	0	0	0	\$0	\$0
29.08 Transportation Impact Studies	2	0	8	16	0	\$4,280	\$90	\$4,370	0	0	0	0	\$0	\$4,370
29.12 Access Management	1	0	2	4	0	\$1,200	\$20	\$1,220	0	0	0	0	\$0	\$1,220
29.16 Access Design and Site Circulation	1	0	2	4	0	\$1,200	\$20	\$1,220	0	0	0	0	\$0	\$1,220
29.2 Residential and Commercial Streets, Landscaping and Traffic Calming	2	0	8	16	0	\$4,280	\$90	\$4,370	8	4	8	32	\$8,400	\$12,770
29.24 Fire Department Access	0	0	0	0	0	\$0	\$0	\$0	4	0	4	8	\$2,680	\$2,680
29.28 Arterial and Collector Geometric Design, Including Roundabouts	2	0	4	4	0	\$1,820	\$40	\$1,860	16	20	24	40	\$17,240	\$19,100
29.32 Pavement and Truck Routes	0	0	0	0	0	\$0	\$0	\$0	2	0	0	8	\$1,550	\$1,550
29.36 Street Lighting, Utilities and Mailboxes	0	0	0	0	0	\$0	\$0	\$0	2	4	0	0	\$1,230	\$1,230
29.4 Striping and Signing	2	1	4	4	0	\$2,080	\$40	\$2,120	0	0	0	0	\$0	\$2,120
29.44 Traffic Signals and Construction Zones	4	18	13	54	0	\$15,890	\$310	\$16,200	6	4	4	16	\$5,030	\$21,230
29.48 Transit, Bicycle and Pedestrian Facilities	2	0	8	16	0	\$4,280	\$90	\$4,370	0	0	0	0	\$0	\$4,370
29.52 Transit Design Standards and Guidelines	4	4	8	48	0	\$10,480	\$210	\$10,690	0	0	0	0	\$0	\$10,690
29.56 Alley Standards	0	0	0	0	0	\$0	\$0	\$0	1	0	2	2	\$845	\$845
29.6 Private Streets, Shared Driveways and Loop Lanes	0	0	0	0	0	\$0	\$0	\$0	1	0	2	2	\$845	\$845
29.64 Design Exceptions	4	4	24	24	0	\$9,880	\$200	\$10,080	4	4	0	0	\$1,660	\$11,740
29.68 Alternate Residential Street Standards	4	4	24	24	0	\$9,880	\$200	\$10,080	4	4	0	0	\$1,660	\$11,740
(Overall) Branding & Formatting	2	0	4	8	48	\$9,120	\$180	\$9,300	0	0	0	0	\$0	\$9,300
Total for all Tasks	32	31	113	224	48	\$75,920	\$1,520	\$77,440	48	40	44	108	\$41,140	\$118,580

Notes:

This fee proposal is valid for a period of 90 days from the proposal submittal date.

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.

Mileage is billed at the IRS rate plus 10% handling fee

Rates and non-key staff are subject to change at any time, without notice, and within the total budget shown

Proposed Schedule

		2022						2023							
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN		
1	Project Management	[Active]													
2	Existing Conditions	[Active]						DRAFT REPORT		FINAL REPORT					
3	Community Outreach	PHASE 1						PHASE 2							
4	Plan Development							DRAFT REPORT						FINAL REPORT	
5	TEDS Update	PHASE 1						PHASE 2							



ADDITIONAL REMARKS SCHEDULE

AGENCY IOA Insurance Services		License # 0E67768	NAMED INSURED Fehr & Peers 518 17th Street Suite 1100 Denver, CO 80293
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:
GENERAL LIABILITY & AUTO LIABILITY INCLUDE THE FOLLOWING PERSON(S) OR ORGANIZATION(S): the Owner and the Owner's officers and employees , as required per written contract**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or

“loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57 WEG ZJ1989

Endorsement Number:

Named Insured and Address: FEHR & PEERS
100 PRINGLE AVE STE 600
WALNUT CREEK CA 94596

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Gigi Yuen PHONE (A/C, No, Ext): (925) 660-3514 50008 FAX (A/C, No): (925) 416-7869 E-MAIL ADDRESS: Gigi.Yuen@ioausa.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : RLI Insurance Company 13056	
INSURER B : Hartford Casualty Insurance Company 29424	
INSURER C : Liberty Surplus Insurance Corp 10725	
INSURER D : HSB Specialty Insurance Company 14438	
INSURER E :	
INSURER F :	

INSURED

Fehr & Peers
 518 17th Street
 Suite 1100
 Denver, CO 80293

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0006683	12/6/2022	12/6/2023	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002276	12/6/2022	12/6/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			57WEGZJ1989	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			AEXNYABEFJ2007	12/6/2022	12/6/2023	Per Claim 5,000,000
D	Cyber Liability			677484501	4/29/2022	4/29/2023	Per Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
DN22/Pedestrian & Bicycle Master Plan and TEDS Manual Update
 All Operations of the Named Insured, including the aforementioned project, if any.
General Liability: Please see blanket Additional Insured endorsement attached; such coverage is Primary and Non-Contributory with Waiver of Subrogation included, as required per written contract.
Auto Liability: No company owned vehicles. Please see blanket Additional Insured endorsement with Waiver of Subrogation included, as required per written contract.
Workers' Compensation: Waiver of Subrogation is included as per attached blanket Waiver of Subrogation endorsement, as required per written contract.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Grand Junction Attn: Susan Hyatt 250 North 5th Street Grand Junction, CO 81501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

**ADDITIONAL REMARKS SCHEDULE**

AGENCY IOA Insurance Services	License # 0E67768	NAMED INSURED Fehr & Peers 518 17th Street Suite 1100 Denver, CO 80293
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

GENERAL LIABILITY & AUTO LIABILITY INCLUDE THE FOLLOWING PERSON(S) OR ORGANIZATION(S): the Owner and the Owner's officers and employees , as required per written contract

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured
- B. Employees As Insureds
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos
- F. Fellow Employee Coverage
- G. Auto Loan Lease Gap Coverage
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- I. Personal Effects Coverage
- J. Hired Auto Physical Damage Coverage
- K. Hired Auto Physical Damage – Loss Of Use
- L. Hired Car – Worldwide Coverage
- M. Temporary Transportation Expenses
- N. Amended Bodily Injury Definition – Mental Anguish
- O. Airbag Coverage
- P. Amended Insured Contract Definition – Railroad Easement
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
- R. Notice Of And Knowledge Of Occurrence
- S. Unintentional Errors Or Omissions
- T. Towing Coverage

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or

“loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57 WEG ZJ1989

Endorsement Number:

Named Insured and Address: FEHR & PEERS
100 PRINGLE AVE STE 600
WALNUT CREEK CA 94596

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Gigi Yuen PHONE (A/C, No, Ext): (925) 660-3514 50008 FAX (A/C, No): (925) 416-7869	
	E-MAIL ADDRESS: Gigi.Yuen@ioausa.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Fehr & Peers 518 17th Street Suite 1100 Denver, CO 80293	INSURER A : RLI Insurance Company 13056	
	INSURER B : Sentinel Insurance Company, Ltd 11000	
	INSURER C : Liberty Insurance Underwriters, Inc 19917	
	INSURER D : Trisura Specialty Insurance Company 16188	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0006683	12/6/2022	12/6/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002276	12/6/2022	12/6/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	57WEGZJ1989	5/1/2023	5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			AEXNYABEFJ2007	12/6/2022	12/6/2023	Per Claim 5,000,000
D	Cyber Liability			ATB677484502	4/29/2023	4/29/2024	Per Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 DN22/Pedestrian & Bicycle Master Plan and TEDS Manual Update
 All Operations of the Named Insured, including the aforementioned project, if any.
 General Liability: Please see blanket Additional Insured endorsement attached; such coverage is Primary and Non-Contributory with Waiver of Subrogation included, as required per written contract.
 Auto Liability: No company owned vehicles. Please see blanket Additional Insured endorsement with Waiver of Subrogation included, as required per written contract.
 Workers' Compensation: Waiver of Subrogation is included as per attached blanket Waiver of Subrogation endorsement, as required per written contract.
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Grand Junction Attn: Susan Hyatt 250 North 5th Street Grand Junction, CO 81501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

**ADDITIONAL REMARKS SCHEDULE**

AGENCY IOA Insurance Services	License # 0E67768	NAMED INSURED Fehr & Peers 518 17th Street Suite 1100 Denver, CO 80293
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

GENERAL LIABILITY & AUTO LIABILITY INCLUDE THE FOLLOWING PERSON(S) OR ORGANIZATION(S): the Owner and the Owner's officers and employees , as required per written contract

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured
- B. Employees As Insureds
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos
- F. Fellow Employee Coverage
- G. Auto Loan Lease Gap Coverage
- H. Glass Repair – Waiver Of Deductible
- I. Personal Effects Coverage
- J. Hired Auto Physical Damage Coverage
- K. Hired Auto Physical Damage – Loss Of Use
- L. Hired Car – Worldwide Coverage
- M. Temporary Transportation Expenses
- N. Amended Bodily Injury Definition – Mental Anguish
- O. Airbag Coverage
- P. Amended Insured Contract Definition – Railroad Easement
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
- R. Notice Of And Knowledge Of Occurrence
- S. Unintentional Errors Or Omissions
- T. Towing Coverage

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or

“loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57 WEG ZJ1989

Endorsement Number:

Named Insured and Address: FEHR & PEERS
100 PRINGLE AVE STE 600
WALNUT CREEK CA 94596

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER/INSURED information and CONTACT/INSURER(S) information.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DN22/Pedestrian & Bicycle Master Plan and TEDS Manual Update
All Operations of the Named Insured, including the aforementioned project, if any.
General Liability: Please see blanket Additional Insured endorsement attached; such coverage is Primary and Non-Contributory with Waiver of Subrogation included, as required per written contract.

Table with 2 columns: CERTIFICATE HOLDER (City of Grand Junction) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).



ADDITIONAL REMARKS SCHEDULE

AGENCY IOA Insurance Services	License # 0E67768	NAMED INSURED Fehr & Peers 518 17th Street Suite 1100 Denver, CO 80293
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

GENERAL LIABILITY & AUTO LIABILITY INCLUDE THE FOLLOWING PERSON(S) OR ORGANIZATION(S): the Owner and the Owner's officers and employees , as required per written contract

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured
- B. Employees As Insureds
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos
- F. Fellow Employee Coverage
- G. Auto Loan Lease Gap Coverage
- H. Glass Repair – Waiver Of Deductible
- I. Personal Effects Coverage
- J. Hired Auto Physical Damage Coverage
- K. Hired Auto Physical Damage – Loss Of Use
- L. Hired Car – Worldwide Coverage
- M. Temporary Transportation Expenses
- N. Amended Bodily Injury Definition – Mental Anguish
- O. Airbag Coverage
- P. Amended Insured Contract Definition – Railroad Easement
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
- R. Notice Of And Knowledge Of Occurrence
- S. Unintentional Errors Or Omissions
- T. Towing Coverage

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

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The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or

“loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57 WEG ZJ1989

Endorsement Number:

Named Insured and Address: FEHR & PEERS
100 PRINGLE AVE STE 600
WALNUT CREEK CA 94596

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative