



**Request for Proposal
RFP-5383-24-DD**

**North Avenue Enhanced Transportation
Corridor Design Services**

RESPONSES DUE:

June 13, 2024, Prior to 2:00pm

Accepting Electronic Responses Only
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 opening will be held virtually.

PURCHASING AGENT:

Dolly Daniels, Senior Buyer

dollyd@gjcity.org

970-256-4048













REQUEST FOR PROPOSAL

TABLE OF CONTENTS

Section

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

Appendices Click on Links in Section 4.5

-  [01 North Avenue Enhanced Transit Corridor Plan Final.pdf](#)
-  [02 North Avenue Enhanced Transit Environmental Clearance Memo_final 20220628.pdf](#)
-  [Appendix A - Existing Conditions Maps.pdf](#)
-  [Appendix B - Multiuse Trail Existing Conditions Memo.pdf](#)
-  [Appendix C - Multiuse Trail Concept and Existing Conditions.pdf](#)
-  [Appendix D - Survey Results.pdf](#)
-  [Appendix E - Focus Group Meeting Notes.pdf](#)
-  [Appendix F - TSP Technical Memo.pdf](#)
-  [Appendix G - Standard Design Concepts.pdf](#)
-  [Appendix H-1 North Ave. 28.5 Rd to 29.5 Rd Multi-Use Path 30% Plans.pdf](#)
-  [Appendix H-2 North Ave. 28.5 Rd to 29.5 Rd Multi-Use Path OPCC.pdf](#)
-  [Appendix H-3 North Ave. 28.5 Rd to 29.5 Rd Multi-Use Path_Drainage Memorandum.pdf](#)

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Proposer's responsibility to read and review all solicitation documentation and to ensure that it has 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 with this Request for Proposal.

- 1.1 A.D.A. Document Compliance Requirements:** All documents, and/or bid/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 1.2 Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, Project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Service outlined in this Request for Proposal.
- 1.3 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction ("City"). All contact regarding this RFP is to be directed to the Purchasing Agent.
- Dolly Daniels, Senior Buyer
dollyd@gjcity.org
- Except for pre-bid or site visit meeting(s), all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.4 Purpose:** The purpose of this RFP is to obtain proposals from qualified and professional Engineering Consultants to perform the necessary tasks to prepare detailed construction plans, specifications, right-of-way plans, valuations and acquisitions, cost estimates, and pre-construction bidding support necessary for permitting & construction of detached multi-modal path and landscaping improvements along North Ave from 28 ½ Road to I-70 on the north side and 29 Rd to I-70B on the south side. The Project is funded in part by grants from Colorado Department of Transportation (CDOT) transit funds, CDOT Multi-modal Options Fund, and federal Transportation Alternative Program administered by CDOT and will need to comply with the CDOT Local Agency project process.
- 1.5 Pre-Proposal Conference (Optional):** Interested Firms/Consultants are encouraged to attend a non-mandatory pre-proposal conference. The purpose of this meeting will be to clarify the contents of this Request for Proposal (RFP). **The pre-proposal conference shall take place on Friday, May 24, 2024, at 10:00am in the City Hall Auditorium at 250 N. 5th Street, Grand Junction, CO.** Nothing stated during the site visit meeting will

modify the solicitation. Only information provided in an addendum can modify the solicitation.

- 1.6 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. As “Owner” or “The Owner” means the Owner or its authorized representative(s).
- 1.7 Compliance:** All Offerors submitting a proposal agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Proposer(s) shall secure instructions from the Purchasing Agent prior to the submittal deadline.
- 1.8 Procurement Process:** The most current version of the [City of Grand Junction Purchasing Manual](#) applies to this solicitation.
- 1.9 Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed, in Section 5. Proposals that fail to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

**Solicitation Opening North Avenue Enhanced Transportation Corridor Design Services
RFP-5383-24-DD
June 13, 2024, 2:00 – 2:30 PM (America/Denver)**

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/567289661>

You can also dial in using your phone.

Access Code: 567-289-661

United States: [+1 \(571\) 317-3122](tel:+15713173122)

Join from a video-conferencing room or system.

Meeting ID: 567-289-661

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 567289661@67.217.95.2 or 67.217.95.2##567289661

Get the app now and be ready when your first meeting starts: <https://meet.goto.com/install>

- 1.10 Altering Proposals:** Any alterations made prior to opening date and time must be initiated by the Proposer. Proposals may not be altered or amended after submission deadline.
- 1.11 Withdrawal of Proposal:** A proposal must be Consultant and valid for award and may not be withdrawn or canceled by the Proposer for sixty (60) days following the submittal deadline date, and only prior to award.
- 1.12 Acceptance of Proposal Content:** The proposal selected by the Owner shall become a part of the Contract. Failure of the successful Proposer to accept the obligations in the Contract shall result in cancellation of the award and such Proposer shall be removed from future solicitations. When a Contract is executed by and between the Proposer and the City, the Proposer may be referred to as the “Consultant” or “Consultant”.

- 1.13 Addenda:** All questions shall be submitted in writing to the Purchasing Agent. 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 Purchasing Agent. Sole authority to authorize addenda shall be vested in the Purchasing Agent. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in the proposals.
- 1.14 Exceptions and Substitutions:** All proposals meeting the intent of this RFP will be considered for award. A Proposer taking exception to the specifications does so at the Proposer's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Proposer must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Proposer has not taken exception(s), and if awarded a Contract, shall hold the Proposer responsible to perform in strict accordance with the Contract.
- 1.15 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 may establish the information as confidential or proprietary. Any material to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request shall be reviewed and decided by the Owner. If denied, the Proposer shall have the opportunity to withdraw its proposal, or to remove the confidential or proprietary information.
- 1.16 Response Material Ownership:** All proposals become the property of the Owner upon receipt and may 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 in the materials marked as "Confidential" or "Proprietary". Disqualification of a proposal does not eliminate the City's right.
- 1.17 Minimal Standards for Responsible Prospective Offerors:** The Proposer must affirmatively demonstrate its responsibility. A prospective Proposer must meet the following minimum requirements.
- Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance of projects of similar scope and size.
 - 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.
- 1.18 Open Records:** All proposals shall be open for public inspection after the Contract is awarded.

- 1.19 Sales Tax:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax.
- 1.20 Public Opening:** Proposals shall be received and publicly opened in a virtual meeting immediately following the proposal deadline. Offerors, its representatives and interested persons may attend. Proposals shall be received and acknowledged only so as to avoid disclosure of process. Only the name(s) and business address of the Offerors 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 which shall be acknowledged by the Proposer on the Letter of Interest or Cover Letter. The Proposer must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Proposer accepts all terms and conditions including compensation, as set forth herein. A Proposer shall identify clearly and thoroughly any variations between its proposal and the Owner's requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP. 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 Proposer 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.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Consultant. By executing the Contract, the Consultant represents that it has familiarized itself with the local conditions under which the Service is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, 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 service 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 Consultant shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the Service. The Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Service. If the Consultant observes that any of the Contract Documents are at variance in any respect, Consultant shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. If the Consultant performs any Service knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, Consultant shall assume full responsibility and shall bear all costs attributable.
- 2.4. Warranty:** The Consultant warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Service will be of good quality, free from faults and defects and in conformance with the Contract

Documents. All Service not so conforming to these standards may be considered defective. If required by Owner, the Consultant shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Consultant requesting such repairs or replacement, the Consultant should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Consultant's expense. The Consultant will also bear the expenses of making good all Service of others destroyed or damaged by the correction, removal, or replacement of the defective Service.

- 2.5. Responsibility for those Performing the Service:** The Consultant shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Service under a Contract with the Consultant.
- 2.6. Payment & Completion:** Upon receipt of written notice that the work 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 Owner finds the work 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 Consultant, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.7. 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.
- 2.8. Correction of Services:** The Consultant shall promptly correct all Services found by the Owner as defective or as failing to conform to the Contract. The Consultant 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 discovery 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 without cost to the Owner.
- 2.9. Acceptance Not Waiver:** The Owner's acceptance or approval of Service(s) furnished hereunder shall not in any way relieve the Consultant of its responsibility to maintain the high quality, integrity, and timeliness of its Services. The Owner's approval or acceptance of, or payment for, any Services shall not be construed as a future waiver of any right(s) under the Contract, or of any cause of action arising out of performance under this Contract.
- 2.10. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.11. Assignment:** The Consultant shall not sell, assign, transfer or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

- 2.12. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The Consultant 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 as required by law.
- 2.13. Debarment/Suspension:** The Consultant hereby certifies that the Consultant is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.14. Confidentiality:** All information disclosed by the Owner to the Proposer and/or the Consultant for the purpose of the Services to be performed or information that comes to the attention of the Proposer during the course of performing such Services is to be kept strictly confidential.
- 2.15. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract.
- 2.16. Contract:** This solicitation, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Consultant. The Contract represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.17. Project Manager/Administrator:** The Project Manager/Administrator, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Services proposed and/or performed by the Consultant. The Project Manager/Administrator shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.18. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) 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.
- 2.19. Employment Discrimination:** During the performance of any Services, the Consultant agrees to:
- 2.19.1.** 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 Consultant. The Consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.19.2.** In all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an Equal Opportunity Employer.

- 2.19.3.** 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.
- 2.20. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Consultant certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.21. Ethics:** The Consultant shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.22. Failure to Deliver:** In the event of failure of the Consultant to perform in accordance with the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Consultant responsible for any and all costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.23. 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 of the Contract at any time in accordance with the terms thereof.
- 2.24. Force Majeure:** The Consultant 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 Consultant, unless otherwise specified in the Contract.
- 2.25. Indemnification:** The Consultant 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 Consultant, or of any Consultant's agent, employee, Sub-Consultant or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Consultant shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance or non-performance.
- 2.26. Independent Consultant:** The Consultant shall be legally considered independent of the Consultant and neither the Consultant 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 Consultant, its servants, or agents. The Owner shall not withhold from the Contract, payments to the Consultant any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefit(s) to the Consultant. Further, the Owner shall not provide to the Consultant any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner to its employees.

- 2.27. Ownership:** All documents, plans, concepts, and work prepared pursuant to the Contact, etc., created by the Consultant for this project, shall become the property of the Owner. All information furnished by the Owner are, and shall remain, Owner property.
- 2.28. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or the Contract. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.29. Governing Law:** Any agreement made as a result of responding to this Request for Proposal 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.
- 2.30. Expenses:** Expenses incurred in preparation, submission, and presentation of a proposal to this solicitation are the responsibility of the Consultant and shall not be charged to the Owner.
- 2.31. Sovereign Immunity:** The Owner specifically reserves the protections of the CGIA/its sovereign immunity pursuant to Colorado Law.
- 2.32. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause in accordance with Colorado law.
- 2.33. Collusion Clause:** Each Proposer 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 proposal(s) shall be rejected if there is evidence or reason to believe that collusion exists among the Offerors. The Owner may or may not, at its discretion, accept future proposals for the same service or commodities for participants in such collusion.
- 2.34. Gratuities:** The Consultant 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 Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 2.35. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.36. Default:** The Owner reserves the right to terminate the Contract in the event the Consultant fails to meet delivery or completion schedules, or otherwise perform in accordance with the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Consultant.

2.37. Multiple Offers: If a Proposer submits more than one proposal, THE ALTERNATE PROPOSAL must be clearly marked "Alternate PROPOSAL". The Owner reserves the right to make award in the best interest of the Owner.

2.38. Definitions:

2.38.1. "Proposer" refers to the person(s) legally authorized by the Consultant to make an offer and/or submit a response fee proposal in response to the RFP.

2.38.2. "Services" includes all labor, materials, equipment, and/or professional skill necessary to produce the requirements of the Contract Documents.

2.38.3. "City" or "Owner" is the City of Grand Junction, Colorado.

2.38.4. "Consultant" is the person, organization, entity, or consultant identified as such in the proposal and is referred to throughout the Contract. The term Consultant means the Consultant or its authorized representative(s).

2.38.5. "Sub-Consultant" is a person(s) or organization that has a direct contract with the Consultant to perform any of the service(s). The term Sub-Consultant is referred to throughout the Contract and means the Sub-Consultant or its authorized representative.

2.39. Public Disclosure Record: If the Proposer has knowledge of its employee(s) or sub-Consultants having an immediate family relationship with an Owner employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", and/or a statement of financial interest, before conducting business with the Owner.

2.40. Keep Jobs in Colorado Act: Consultant shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Consultant shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Consultant claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Consultant shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Consultant shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Consultant shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.40.1. "Public Works project" is defined as:

(a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects.

(b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year

(c) except any project that receives federal moneys.

SECTION 3.0: INSURANCE REQUIREMENTS

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

Consultant shall procure and maintain and, if applicable, shall cause any Sub-Consultant of the Consultant to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant pursuant to the Contract. 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: Consultant 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 contain a severability of interest 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 City against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultants owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) 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 Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

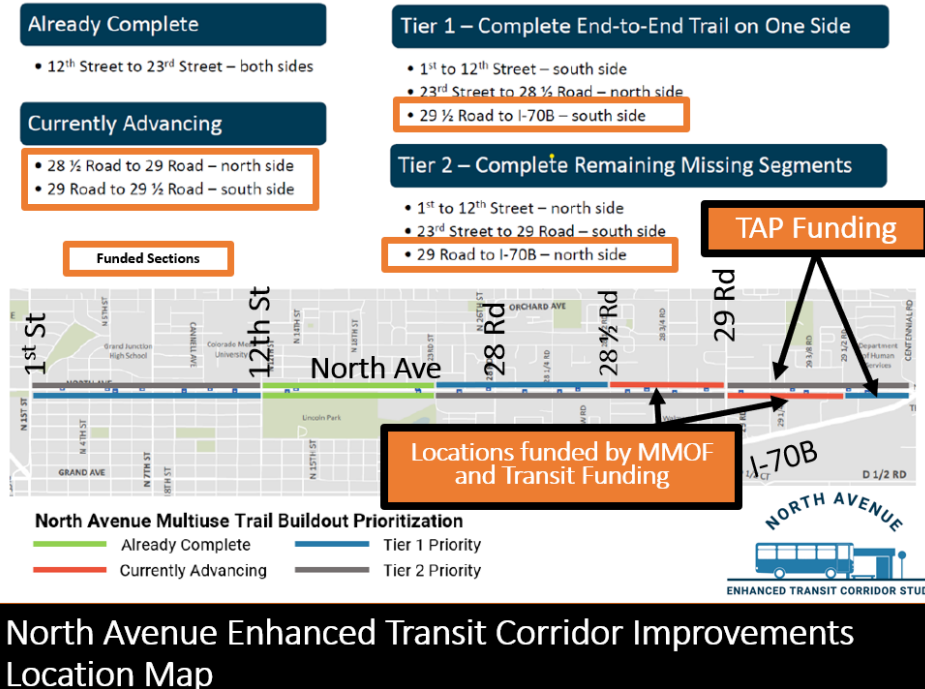
- 3.2 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds. Every required policy above shall be primary insurance, and 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 Consultant. The Consultant 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 and professional Engineering Consultants to perform the necessary tasks to prepare detailed construction plans, specifications, right-of-way plans, valuation and acquisitions, cost estimates, and pre-construction bidding support necessary for permitting & construction of detached multi-modal path and landscaping improvements along North Ave from 28 ½ Road to I-70 on the north side and 29 Rd to I-70B on the south side. The project is funded in part by grants from CDOT transit funds, CDOT Multi-modal Options Fund, and federal Transportation Alternative Program administered by the Colorado Department of Transportation (CDOT) and will need to comply with the CDOT Local Agency project process.

In 2021, the Mesa County Regional Transportation Planning Office received a Colorado of Transportation Transit grant to study North Ave as an enhanced transit corridor. The study was completed in 2022 identifying a number of projects, some of which were moved to 30% design and clearances. The City of Grand Junction has since received a Transportation Alternative Program grant (federal) as well as Multi-Modal Options Fund grant (state) to fund the design, right-of-way acquisition and construction.

Figure 8 Prioritization of Future Sections of Multiuse Trail



4.2. Special Conditions & Provisions:

4.2.1. Pre-Proposal Conference (Optional): Interested Firms/Consultants are encouraged to attend a non-mandatory pre-proposal conference. The purpose of this meeting will be to clarify the contents of this Request for Proposal (RFP). **The pre-proposal conference shall take place on Friday, May 24, 2024, at 10:00 am in the City Hall Auditorium at 250 N. 5th Street, Grand Junction, CO.** Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.

4.2.2 Laws, Codes, Rules, and Regulations: Consultant shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.2.2.1 Disadvantage Business Enterprise (DBE) Program Goals: DBE goals are set to 0% and therefore consultants are not required to submit.

4.2.3 Project Schedule: Proposer shall include a project schedule, delineating the calendar of events proposed for the contract period.

4.2.4 Contract: A binding Contract shall consist of: (1) the RFP and any Addendum(s) thereto, (2) the Proposer’s response (Proposal) to the RFP, (3) clarification of the Proposal, if any, and (4) the City’s Purchasing Department’s acceptance of the proposal by “Notice of Award”. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein and other laws as applicable.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Proposer and the Purchasing Agent or by a modified Purchase Order/Contract prior to the effective date of such modification. The Proposer expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

4.2.5 City Project Manager: The Project Manager for the Project is Trent Prall, Engineering and Transportation Director. All notices, letters, submittals, and other communications directed to the City shall be e- mailed or delivered to:

Trent Prall, Engineering and Transportation Director, trentonp@gjcity.org
City of Grand Junction
Department of Engineering and Transportation
244 N 7th Street
Grand Junction, CO 81501

4.2.6 Contract Administrator: The Contract Administrator for the Project is Duane Hoff, who can be reached at (970) 244-1545. During the scope of the Project, Contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff, Contracts Administrator
duaneh@gjcity.org

4.3 Scope of Services:

4.3.1 Project Locations & Limits

The project scope shall include complete design services necessary for one (1) bid package. The project limits shall include the following:

North Ave from 28 ½ Road to I-70B – North Side
North Ave from 29 Road to I-70B – South Side

4.3.2 Project Scope

The Project scope shall include project coordination, data collection, design, permitting, construction and right-of-way plan production, and bidding services as described in this RFP.

Project Management and Coordination

CDOT Local Agency Project Process: The Consultant shall coordinate with CDOT and other appropriate regulatory agencies to obtain any required permits required to comply with the CDOT Local Agency project process. The Consultant shall initiate communication with State and Federal agencies regarding the intent of the project and shall submit appropriate permit applications on behalf of the City. This shall include providing technical support in obtaining CDOT clearances for design, ROW, environmental, and utilities.

The Consultant shall include City PM on all correspondence with regulatory agencies and must copy City PM on all email correspondence.

Project Initiation: Develop and prepare a project schedule to meet the proposed construction time frame and assign tasks. The schedule shall show individual tasks described in the scope of work for the project and identify key milestone dates. The Consultant's Project Manager (Consultant PM) shall maintain and update the project schedule as the work proceeds. The Consultant's PM will be assigned to this Project for the duration of the work.

Work Task Coordination: The Consultant PM shall assign and coordinate all work tasks being accomplished, including those performed by sub-consultants, to ensure project work is completed on schedule.

Project Team Coordination: The City PM and the Consultant PM shall maintain ongoing communication about the project on a frequent and regular basis. Each PM shall provide the other with:

- Written synopsis of its respective contacts (both telephone or in person) with others
- Copies of pertinent written communications, including electronic (email) correspondence
- Early identification of potential problems

Progress Meetings: The City and Consultant shall meet, either in person or by virtual conference calls (Zoom or similar video) at regularly scheduled Project Working Group Meetings held at regular intervals throughout the Project. Meetings shall include Consultant PM, City PM and other stakeholders as identified and required during the design progress. The Project Working Group meetings shall be used to coordinate the work effort and resolve any outstanding issues or problems. The Meetings shall focus on the following topics:

- Activities completed since last meeting
- Problems encountered or anticipated
- Late activities or activities slipping behind schedule
- Solutions for unresolved or newly identified problems
- Schedule of upcoming activities
- Information on items required, or comments from State and Federal agencies.

The Consultant PM shall prepare a written summary report of the general discussion held, including all action items assigned.

Reporting Requirements: The Consultant PM shall provide the following on a routine basis:

- Monthly status reports (percent of design components complete) and monthly billings.

Design Scoping Review Meeting (DSR)

The Consultant will prepare meeting agenda and conduct the scoping review meeting with CDOT Region 3 representatives as defined in CDOT Local Agency Project Desk Reference (July 2022) Section 5.5, the Mesa County Regional Transportation Planning Office, and the City of Grand Junction. Consultant will be responsible for preparing meeting minutes and addressing action items.

Preliminary Design Plans (FIR)

Data Collection: The Consultant will perform field survey work necessary to capture updated field conditions and provide a survey/base mapping for the design. The Consultant shall be responsible for utility investigation and collecting any other data necessary for the project. The City will provide the previous survey for 30% design work completed for the following sections:

North Ave – 28 ½ Road to 29 Road North Side

North Ave – 29 Road to 29 ½ Road South Side

Preliminary Design Deliverables: The Consultant will prepare preliminary/conceptual design plans at a 30% complete level and, at a minimum, will include the following:

- Roadway plans, drainage plans, utility plans, cross sections, removal plans, summary of approximate quantities and other notes & details in compliance with CDOT standards.
- Transit Stop and Transit Amenities Design: In coordination with the City and the Mesa County Regional Transportation Office, the consultant shall lead the design of transit stops and design or selection of transit amenities, guided by recommendations from the North Avenue Enhanced Transit Corridor Study as well as other multimodal improvements desired by the City and other stakeholders. The result shall be the full design of transit stops and amenities within the project area as well as a template for other stops throughout the entire corridor. While each stop will be unique, North Avenue transit stop typologies should be developed for constrained as well as unconstrained contexts, which may include the following:
 - A typical transit stop with a shelter
 - An enhanced transit stop with additional amenities
 - A transit stop appropriate for locations where loitering by non-riders is a concern
- Construction Phasing Plan
- Stormwater Management Plan
- Subsurface Utilities Engineering in accordance with current laws (utility conflicts must be identified and relocation/removal plans must be coordinated through the appropriate utility company).
- Preliminary ROW Plans
- Plans shall be in CDOT format with City of Grand Junction title block
- Engineer's Opinion of Probable Cost for each design alternative.
- City Provided Materials: The City will provide the following:
 - Survey, Base mapping and existing plan files
 - Geotechnical Investigation Report

The City will provide the previous 30% design work completed for the following sections:

North Ave – 28 ½ Road to 29 Road North Side

North Ave – 29 Road to 29 ½ Road South Side

Conduct FIR Meeting: The Consultant shall conduct a CDOT Field Inspection Review (FIR) meeting to review the preliminary design plans with City and CDOT Specialty Staff. The Consultant shall document all issues identified at the FIR to be resolved during final design.

Public Engagement: The proposed improvements are intended to implement the vision from the North Avenue Enhanced Transit Corridor Study, North Avenue Corridor Plan which includes previous public engagement efforts completed by the Mesa County Regional Transportation Planning Office and the City of Grand Junction. The preliminary design phase shall include one (1) public outreach event to present the plans to the community. The Consultant shall include attending and providing graphics / technical support for the public outreach event. Any additional public outreach will be completed by the City.

Right of Way Plan Development and Authorization

The Consultant is to provide complete ROW Plan development services and legal descriptions for all property acquisitions on the project consistent with CDOT's Survey Manual and CDOT's ROW Manual Chapter 2, ROW Plans.

Preliminary Research:

- Acquire title commitments for all private properties from which ROW or easements may be required and review to determine interests and conveyances that may affect ROW, property boundaries or interests.
- Conduct a thorough review of existing documentation, including deeds, plats, and any relevant legal descriptions.
- Identify any encumbrances, easements, or restrictions affecting the right-of-way boundaries.
- Prepare and obtain "Permission to Enter Property" forms for the purpose of surveying within private ownership parcels.

Field Survey:

- Deploy qualified surveyors equipped with appropriate instruments and tools to conduct on-site measurements.
- Establish control points and benchmarks to ensure accuracy and consistency throughout the survey.
- Perform boundary retracement surveys to locate and verify the existing right-of-way lines.
- Document physical features and landmarks that may influence right-of-way boundaries, such as fences, utility poles, and natural landmarks.
- Collect relevant data, including distances, angles, and elevations.

Analysis and Documentation:

- Perform survey, research, calculations and drafting to determine existing Right-of-Way within project limits defined by metes and bounds on the project coordinate system
- Tie aliquot, property, and other land monuments to the control survey. Prepare a combination Project Control / Land Survey Control Diagram showing graphical representation of the found aliquot, property and land monuments and their relationship to the project control.
- Tabulation of the coordinates and physical description of the found monuments and other physical evidence.
- Prepare detailed right-of-way plans and associated documents, including maps, plats, and legal descriptions.
- Clearly delineate the boundaries of the right-of-way, highlighting any encroachments or discrepancies discovered during the survey.
- Provide comprehensive notes and annotations to aid in the interpretation of the survey results.
- Ensure that all plans and documents adhere to CDOT Survey and Right-of-Way Plan development standards.

Quality Assurance:

- Conduct internal reviews and quality checks to verify the accuracy and completeness of the survey data and documentation.
- Address any discrepancies or inconsistencies identified during the review process.
- Seek client feedback and incorporate any requested revisions or modifications to ensure client satisfaction.

Right of Way Plan Authorization:

- Coordinate and attend a right-of-way plan review meeting (ROWPR) with the appropriate staff personnel from the City and CDOT and finalize the right-of-way plans and legal descriptions for CDOT authorization.

Survey Staking for acquisition site inspections:

- Field Survey to verify control monumentation.
- Create stakeout for easements and right-of-way.
- Set survey stakes in field for each parcel.

Right of Way Plan, Acquisition and Appraisals

Acquisition Services: Right-of-way acquisition services shall be performed by individuals that are on the Colorado Department of Transportation (CDOT) approved list to perform right-of-way acquisition services. Right-of-way acquisition services shall be administered in conformance with applicable Federal and State laws, including, but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and Chapters 3,4,5 and 8 of the [CDOT Right of Way Manual](#). All right-of-way acquisition services shall follow all internal policies and procedures of the City and/or CDOT and shall be coordinated with and subject to approval by the City and/or CDOT Region ROW staff. Right-of-way acquisition services may include but

may not be limited to:

Initial Owner Contacts/Property Owner Appraisals/Value Finding: As soon as practicable after receiving notice to proceed from the City Project Manager, the Consultant shall initiate contact with all persons having an interest of record (Owner) in any parcel to be acquired.

The Consultant may initiate contact either in person, by telephone, by certified mail, return receipt requested, or by express mail. In conjunction with the initial contact, the Consultant shall deliver to the owner, either personally by hand or by certified mail, return receipt requested, a Notice of Intent to Acquire (Notice) in compliance with CRS 38-1-121.

The Notice shall contain a description of the real property interests to be acquired. The Notice shall be accompanied by a copy of the appropriate plan sheet identifying the location of the real property interests to be acquired and a CDOT brochure explaining the Department's acquisition program. If the property to be acquired has an estimated value of \$5,000 or more, the Notice shall advise the Owner that the City shall pay the reasonable costs of an appraisal according to subsection (2) of CRS 38-1-121. The Notice delivered under this circumstance shall be accompanied by, in addition to the items listed above, a complete copy of CRS 38-1-121 and a copy of CDOT's Minimum Appraisal Requirements for Property Owner Appraisal Reports. Further, the Notice delivered under this circumstance shall advise the owner that two (2) copies of the owner's appraisal or a PDF of the appraisal as directed by City staff, must be received by the Department within 90 days of the date of the Notice to qualify for payment by the City.

As soon as practicable upon receipt from each owner, the Consultant shall deliver two (2) copies of each owner appraisal or a PDF of the appraisal as directed by City staff, together with invoices associated therewith, to the City Project Manager. The City Project Manager will deliver the owner appraisals to the contracted reviewer or CDOT Appraisal Review Section when applicable. The City Project Manager will also arrange for payment of the owner's appraisals upon CDOT's review and acceptance of the owner's appraisal..

The Consultant shall, when directed by the City Project Manager, prepare value findings (also known as waiver valuations) for parcels to be acquired that have an estimated value of less than \$5,000. The value findings shall be prepared under Chapter 4 of the [CDOT Right of Way Manual](#). Where projects rely solely on City funding, waiver valuation limits may be amended, at the direction of City staff and management.

If at any time the Consultant observes any activities on the owner's property not previously observed that might indicate the presence of hazardous materials or toxic substances, the Consultant shall immediately notify the City Project Manager.

Negotiations: The Consultant shall assign the parcels to be acquired to a Real Estate Specialist upon receipt of the City's reviewed and approved fair market value determination. The Consultant's Real Estate Specialist shall, before contacting the owner to make the offer, thoroughly review and become familiar with all project-related

information furnished by the City including, but not limited to, legal descriptions, project design plans, title commitments, appraisal reports, and all available CDOT acquisition and relocation forms and brochures. If the owner claims to be represented by another party, including an attorney, the Consultant's Real Estate Specialist shall obtain from the owner a letter of representation before making the offer to the owner's representative.

The fair market value determination established by the valuation process (appraisal or value finding) as approved by the City and CDOT shall serve as the basis for the written offer of just compensation to the property owner. The Consultant's Real Estate Specialist shall deliver an Offer to Acquire, also known as a Notice of Interest, to the owner or the owner's representative either personally by hand or by certified mail, return receipt requested, or by express mail. The written offer shall include the following documents:

1. The offer letter;
2. A Summary Statement of Just Compensation;
3. Memorandum of Agreement;
4. A brochure that explains the CDOT's acquisition program;
5. A Federal Form W-9;
6. A Demographic Information Form; and
7. Self-addressed, postage-prepaid return envelopes.

The foregoing documents must provide sufficient information so the owner can make a reasonable judgment concerning the amount of the offer. The following is the minimum information that shall be included in said documents:

The amount established as just compensation, including a written explanation of the basis for the offer and, if applicable, the amount for damages and/or benefits to the remainder. The compensation offered for the real property to be acquired and for damages to the remaining real property shall be separately stated.

A description and location identification of the real property and the interest in the real property being acquired. The description shall include both legal descriptions and an identification that is understandable to the owner.

Identification of buildings, structures, and other improvements (including removable buildings, equipment, and trade fixtures) considered to be part of the real property to be acquired. Where appropriate, the statement shall identify any separately held ownership interest in the property, e.g., a tenant-owned improvement, and indicate that such interest is not covered by the offer.

The Consultant's Real Estate Specialist shall review the foregoing documents with the owner and shall fully explain to the owner the City and CDOT's acquisition processes and the scope of the Project as it pertains to the owner's property. The Consultant's Real Estate Specialist shall conduct good-faith negotiations with each property owner.

If the owner provides information that may dictate a need for a revision to the offer, or if any items appear to be missing from the appraisal or plans, the Consultant's Real Estate Specialist shall notify the City Project Manager.

Upon the owner's acceptance of the offer, the Consultant's Real Estate Specialist shall prepare and submit to the owner for signature a settlement package consisting of a Memorandum of Agreement, Federal Form W-9, releases of interests from tenants who may have an interest in the property interest being acquired (CDOT Form # 232) and, for properties encumbered by Deed(s) of Trust, an Owner Authorization Letter, and all other appurtenant documents. After execution of the foregoing documents, together with a completed "County Tax Pro-ration Request" (CDOT form # 793) and/or tax certificate, if required, shall be submitted to the City Project Manager. The City Project Manager will forward the settlement package to CDOT for review and approval.

If during the negotiation process, the owner provides a counteroffer, the Consultant's Real Estate Specialist will forward the counteroffer, along with an analysis and recommendation, to the City Project Manager.

If an initial offer to the property owner is not successful, the Consultant's Real Estate Specialist shall, at the direction of the City Project Manager, deliver a final written offer to the property owner. The final written offer shall be delivered either by hand, by certified mail, return receipt requested, or by express mail.

Title Insurance and Closings: Upon approval of the settlement package, the City will forward a cash warrant, the appropriate conveyance instrument(s), and any other closing documents to the Consultant's Real Estate Specialist, who shall coordinate the closing with the assigned title company and secure a signed "Escrow Instructions and Receipt of Warrant" document. All liens shall be released/satisfied and recorded before the disbursement of the warrant unless otherwise directed by the City Project Manager.

The City and/or CDOT shall determine when the Consultant shall utilize the services of a title company for title insurance and closing purposes. When the City determines that a Title Company shall be used, the Consultant's Real Estate Specialist shall facilitate and coordinate these services under the direction of the City Project Manager. The Department will also determine which closing services will be performed by the Consultant. In instances where the settlement is over \$5,000, the Consultant shall not close and shall not disburse funds directly to the owner.

The services to be provided by the Consultant may include:

- a) updating title commitments to the time of closing and securing a title policy on all fee-taking parcels, which include legible copies of all supporting documents referenced therein;
- b) coordinating and reviewing all closing documents for quality assurance purposes; and
- c) attending closings with the assigned title company and ensuring that all documents are executed properly, all liens are satisfied/released, all taxes and assessments are paid before the disbursement of the warrant, and all appropriate documents are promptly recorded after closing, and returned to the City Project Manager after recordation.

Written closing instructions provided by the title company and all necessary closing documents will be reviewed and coordinated with the Consultant on closings. Once in final form, they shall be provided to the City for final approval before disbursement of funds.

In cases when the City determines that settlements are within applicable guidelines that permit the Consultant's Real Estate Specialist to perform closings without the services of a title company, the Consultant's Real Estate Specialist shall update existing title commitments, perform the closings, and provide copies of recorded documents as requested by the City. The Consultant's Real Estate Specialist shall calculate final settlement amounts, prepare closing statements, and perform other closing functions as requested. Services may include but are not limited to, collecting pro-rated taxes and assessments, ensuring all documents are executed properly and all liens are released/satisfied before disbursement of the warrant, and ensuring that the appropriate documents are recorded promptly after closing and returned to the City Project Manager. All closing documents are to be reviewed by the City Project Manager before disbursement of funds unless it is determined otherwise by the City Project Manager

Condemnation: If the owner refuses to accept the final offer, a condemnation package (including the Real Estate Specialist's log, updated title information, and other related negotiation information) will be prepared and submitted to the City Project Manager, following the schedule provided by the City Project Manager.

If required, an Agreement for Possession and Use (CDOT Form # 228) may be obtained from the owner before filing a request for condemnation. The use of this form and process must be discussed and evaluated on a parcel-by-parcel basis with the City Project Manager. In addition, the City Project Manager must receive approval from the CDOT Region Project Manager.

Throughout the condemnation process, Consultant personnel will be available to assist in any aspect of the condemnation proceeding, including the review of the negotiations through litigation under the terms of the Consultant's contract and RFP

Relocation Services: Relocations are not anticipated on this project, however, if necessary, all relocation services shall be performed by individuals who have been qualified by CDOT to perform relocation functions. All relocation services shall be administered in conformance with applicable Federal and State laws, including, but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and Chapter 5 of the [CDOT Right of Way Manual](#). All relocation services shall follow all internal policies and procedures of the City and/or CDOT and shall be coordinated with and subject to approval by the City and/or CDOT Region ROW staff.

The Consultant will complete and submit to the City Project Manager an Acquisition Stage Relocation Study. The study will include copies of CDOT Form # 558 and Form # 557 and related documents. The Consultant's Real Estate Specialist shall provide the remaining relocation services including but not limited to:

- Explaining in general terms, eligibility requirements to each potential displacee. In addition, each potential displacee will be provided with a copy

of CDOT's Relocation Brochure.

- Advising each potential displacee of the location of the Project Office (if required or known at the time) and the phone number of the Consultant's Real Estate Specialist who will be assisting them in the relocation process.
- If requested the Consultant's Real Estate Specialist shall perform extensive research and analysis for unique relocation problems encountered along with such ways to mitigate hardships and to complete the Project in an orderly and humane manner.

Eligibility and Computation of Entitlements.

The Consultant's Real Estate Specialist shall obtain bids following procedures in the [CDOT Right of Way Manual](#), Chapter 5. The inventory, determinations, claims, and supporting documents shall be prepared by the Consultant's Real Estate Specialist and submitted to the City or CDOT Region Project Manager for review and approval following the City and/or CDOT's procedures. Upon approval by the City and/or CDOT the Consultant's Real Estate Specialist shall obtain claim form signatures and return the forms for warrant request.

Advisory Assistance and Notices.

Each person or business in occupancy of the property to be acquired, at the time of the initial written offer (initiation of negotiations), shall be provided with an explanation of relocation entitlements to which it may be entitled, advisory services to be provided, and a notice that the occupant will not be required to vacate for a minimum of ninety (90) days. Additionally, it will be provided the CDOT Relocation Brochure.

The Consultant's Real Estate Specialist shall fully explain the specific benefits the displacee is entitled to receive and the process which must be followed to receive the maximum entitlements. The Consultant's Real Estate Specialist shall caution the displacee not to move before its eligibility and entitlement letter and in accordance with applicable procedures.

The Consultant's Real Estate Specialist shall prepare and provide the ninety (90) day and thirty (30) day vacancy notice to the landowner/tenant in accordance with City and/or CDOT procedures.

Application for Relocation Benefits.

Once the determination has been performed, the Consultant's Real Estate Specialist shall assist the displacee in obtaining all documentation necessary to receive its entitlements.

In relocating personal property, the agreed amount for the move or a contract move (whichever method was chosen) will be paid upon verification that all of the personal property has been moved from the acquired site.

During the course of providing relocation assistance, the Consultant's Real Estate

Specialist shall maintain a detailed typed report of all contacts made and services provided to the displacee. To the greatest extent possible, the Consultant shall utilize the same Real Estate Specialist to negotiate and provide relocation advisory assistance and relocation payment claims.

Appraisal Services: All appraisal services shall be performed by individuals who have been qualified by CDOT to provide appraisal services which may include appraisal review. Costs for appraisal and appraisal review should be included in the proposal; however, CDOT Region 3 may be able to assist with appraisal reviews if the Region determines they have availability. Appraisal services shall be performed following all applicable Federal and State requirements, including, but not limited to, Chapter 3 of the [CDOT Right of Way Manual](#). All appraisal services shall follow all internal policies and procedures of the City and/or CDOT, as directed, and shall be coordinated with and subject to approval by the City and/or CDOT Region ROW staff.

Quality Assurance And Records Management: The Consultant shall submit two (2) complete files for each parcel, one original and one duplicate, to the City Project Manager. The files shall include all documents affecting the parcel including, but not limited to appraisals, value findings/fair market value determinations, negotiation records/logs with the Real Estate Specialist's certification, letters, memos, memoranda of ownership, title commitments/title policies, closing instructions and statements, recorded deeds, releases/satisfactions, and any other documents.

A quality assurance review will be performed by the Consultant on all parcel files to determine that all documentation is proper and to demonstrate compliance with CDOT requirements.

The City will provide a special reporting form of the projected target and status of parcels to the Consultant's Real Estate Specialist. It shall be the responsibility of the Consultant's Real Estate Specialist to keep the form updated and current weekly or as often as deemed necessary by the City Project Manager. The report shall be completed and forwarded via e-mail to the City Project Manager at the end of each work week or when deemed necessary by the City Project Manager.

All files and records will be maintained in a secure location, available for inspection by representatives of the City, CDOT, or the Federal Highway Administration. If deficiencies are found or if there is a need for additional information, the Consultant's Real Estate Specialist shall provide such information promptly.

Final Design Plans and Project Specifications

FOR Plans: Prior to submittal of final design, Consultant shall provide 90% design review plans for Final Office Review (FOR). FOR plans shall include an updated Engineers Opinion of Probable Cost for the proposed design. The Consultant shall conduct a FOR meeting with the City and CDOT and shall document any unresolved issues.

Final Design Deliverables: The Final Design documents shall include final design drawings and specifications, Engineers Opinion of Probable Cost, and a bid schedule that can be incorporated into the Advertisement for Construction Documents. Final

design shall include obtaining all permitting and CDOT clearances necessary for project advertisement.

Advertisement for Construction should be published on or about September 2025 to allow for the majority of construction to be completed during Spring-Summer 2026.

Authentication: The Consultant's Professional Engineer responsible for the Project shall affix its stamp and signature to the final drawings, bid documents and design report.

Consultant Resident Engineer

Bidding Phase: After completion of the plans, the City will advertise the project for construction, however the consultant shall be available for technical questions and provide to the City appropriate addenda. Consultant shall participate in the pre-proposal meeting, however presence at the bid opening is not required.

Construction Phase: The City will provide onsite, full-time inspection for the project. Resident engineering shall be provided by the Consultant on an as-needed basis, but no less than once every month. Consultant resident engineer shall also assist in reviewing and approving all shop drawings, materials submittals, etc. The selected Consultant shall also complete as-built plans and assist the City PM with design change requests.

4.4. Additional Background Resources

The City has recently updated two key transportation documents. While all work along North Ave will need to be completed in accordance with CDOT standards, the documents are provided for additional background for consultant's reference.

Pedestrian and Bicycle Plan – April 2023

Transportation and Engineering Design Standards – December 2023

4.5. Additional resources from previous design work (Best if opened in Edge or Firefox)

Some files are large and may take time to open. Please contact the Purchasing Agent if you have issues downloading these documents

[01 North Avenue Enhanced Transit Corridor Plan - Final](#)

[02 North Avenue Enhanced Transit Environmental Clearance Memo](#)

[Appendix A Existing Conditions Maps](#)

[Appendix B Multiuse Trail Existing Conditions Memo](#)

[Appendix C Multiuse Trail Concept and Existing Conditions](#)

[Appendix D Survey Results](#)

[Appendix E Focus Group Meeting Notes](#)

[Appendix F TSP Technical Memo](#)

[Appendix G Standard Design Concepts](#)

[Appendix H-1 North Avenue 28.5 Rd to 29.5 Rd Multi Use Path 30% Plans](#)

[Appendix H-2 North Avenue 28.5 Rd to 29.5 Rd Multi Use Path OPCC](#)

[Appendix H-3 North Avenue 28.5 Rd to 29.5 Rd Multi Use Path Drainage Memorandum](#)

[Grand Junction Pedestrian and Bicycle Plan](#)

4.6 RFP Tentative Time Schedule:

- Request for Proposal available May 9, 2024
- Non-Mandatory Pre-Proposal Meeting May 24, 2024, 10:00 AM
- Inquiry deadline, no questions after this date June 3, 2024
- Addendum Posted June 5, 2024
- Submittal deadline for proposals June 13, 2024
- City evaluation of proposals June 14-20, 2024
- Interviews (if required) June 25, 2024
- Final selection June 28, 2024
- City Council Approval July 17, 2024
- Contract execution July 24, 2024
- Services begins no later than August 5, 2024
- CDOT Design Scoping Meeting August 19, 2024
- CDOT Field Inspection Review (30%) November 4, 2024
- CDOT Right of way plan review November 18, 2024
- ROW acquisition process start December 2, 2024
- CDOT Final Office Review (90%) May 23, 2025
- Construction documents July 18, 2025
- ROW acquisition complete October 31, 2025
- Advertise for Bids November 14, 2025
- Open Bids December 19, 2025
- Construction Contract Award January 7, 2026

4.7 Questions Regarding Scope of Services:

Dolly Daniels, Senior Buyer
dollyd@gjcity.org

4.8 Contract: The initial contract period shall be for a period of time sufficient to execute the awarded contract as mutually agreed by the City and the Consultant.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: *Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado). 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 <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Proposer 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 in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate its interest in this Project, show its specific experience and address its capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to F**:

Proposals are requested to not exceed 20 pages.

- A. Cover Letter:** A cover letter shall be provided that explains the Offeror’s interest in the Project. The letter shall contain the name, address, phone number, and email of the person designated as the Consultant’s principal contact person. Furthermore, it shall identify individual(s) authorized to make presentations and commitments on behalf of the Consultant. The cover letter shall bear the signature of the person having the proper authority to make formal commitments on behalf of the Consultant, stating the individual(s) role and signature authority. By submitting a response to this Solicitation, the Offeror agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Offerors shall provide its qualifications for consideration as a Contract provider to the City and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** The Offeror is expected to provide a detailed description of its interpretation of the Owner’s objectives outlined in this RFP. Describe the proposed strategy or plan for achieving the objectives of this RFP. The Offeror has the flexibility to use a written narrative or any other appropriate format to demonstrate its capability to fulfill the Scope of Services. The narrative should present a logical progression of tasks and efforts, commencing with the initial steps or tasks and extending to a complete description of all proposed tasks, demonstrating how the RFP objectives will be accomplished. Additionally, include a **time schedule** for completion of the Proposer’s implementation and an estimate of time commitments from the Owner personnel.
- D. References:** Provide a minimum of five (5) government and/or municipal references that can attest to the Consultant’s experience in projects of similar scope and size. **Include a summary of the project completed with** the client name, address, point of contact person, telephone number, email address, project dates, project description, original project budget, final project cost, explanation of variation from original budget to final project cost, pictures, etc.

- E. **Scope of Services Response Form:** Offeror shall complete and submit the attached Scope of Services Response Form with its proposal.
- F. **Additional Data (optional):** Provide any additional information that will aid in evaluation of the Proposer's qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 **Evaluation:** An evaluation team will review all responses and select the proposal(s) that best demonstrate the capability in all aspects to perform the Scope of Services and possess the integrity and reliability that will ensure full faith and full performance.
- 6.2 **Intent:** Only Offerors who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Proposer's ability to provide the Services.

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 100%</p> <ul style="list-style-type: none"> • Responsiveness of Submittal to the RFP (10) (Consultant 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.) • Understanding of the Project and Objectives (30) (Consultant's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.) • Experience (30) (Consultant's proven proficiency in the successful completion of similar projects.) • Strategy & Implementation Plan (30) (Consultant 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. – Strategy and Implementation Plan for details.)

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

The Owner may undertake negotiations with the top-rated Proposer and will not negotiate with lower rated Offerors unless negotiations with higher rated Offerors 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: Offerors 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 Consultant.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-5383-24-DD “North Ave Enhanced Transit Corridor Design Services”

Proposer must submit entire Form completed, dated, and signed.

The Owner reserves the right to accept any portion of the 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 services attached hereto.

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

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

- No attempt has been made nor will be to induce any other person or Consultant to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the Proposer, authorized to represent the Proposer and is legally responsible for the offer with regard to supporting documentation provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544.
- City of Grand Junction payment terms shall be Net 30 days.

RECEIPT OF ADDENDA: the undersigned Consultant 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 Proposer

E-mail Address of Agent

City, State, and Zip Code

Date