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City of Grand Junction Public Works Administration 333 West Ave GRAND JUNCTION, CO 81501 City of Grand Junction
Public Works Administration
333 West Ave
GRAND JUNCTION, CO 81501

Purchase Order No. 2024-00000439

DATE 08/20/2024

Ph. (970) 256-4048

Fax

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VENDOR NO. 10707

Muller Engineering Company, Inc. 7245 W. Alaska Drive, Ste. 300 Lakewood, CO 80226

PAGE 1 of 1 SHIP VIA Best Way DELIVER BY

FREIGHT TERMS FOB Dest, Frght Prepaid _Allow

Payment Terms: Net 30 Days Buyer Name: Dolly Daniels Buyer Email: dollyd@gjcity.org

Award RFP-5383-24-DD

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|-------------|---|----------------|----------------|
| QUANTITY | DESCRIPTION | UNIT COST | TOTAL COST |
| 1.0000 | PROFESSIONAL SERVICES - ARCHITECTS, ENGINEERS, CONSULTANTS - ETCDS - NORTH AVE/US6B ENHANCED TRANSIT CORRIDOR 201-330-010.8360 - Street Reconstruction 1,566,537.00 F2111 | 1,566,537.0000 | \$1,566,537.00 |
| | | | |
| | PURCHAS | SE ORDER TOTAL | \$1,566,537.00 |

Special Instructions:PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE **Tax Exempt No. 98-03544**

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NOTICE TO PROCEED

Date: August 27, 2024

Contractor: Muller Engineering Company

Project: North Avenue Enhanced Transportation Corridor Design Services -

RFP-5383-24-DD

Dolly Daniels, Senior Buyer

8/28/2024

Date:

In accordance with the Contract dated <u>August 20, 2024</u>, the Contractor is hereby notified to begin work on the Project on or before <u>September 3, 2024</u>.

ITY OF GRAND JUNCTION, COLORADO

| Receipt of this Notice to Proceed is hereby acknowledged | | | | | | | | | | |
|--|----------------------------------|--|--|--|--|--|--|--|--|--|
| Contractor: | Muller Engineering Company, Inc. | | | | | | | | | |
| By: | — Signed by: A. Gray Uarle | | | | | | | | | |
| Print Name: | A. Gray Cfark | | | | | | | | | |
| Title: | President | | | | | | | | | |



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this <u>20th day of August 2024</u> by and between the <u>City of Grand Junction, Colorado</u>, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Muller Engineering Company.</u> hereinafter in the Contract Documents referred to as the "Consultant."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses 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 **North Avenue Enhanced Transportation Corridor Design Services (RFP-5383-24-DD)**.

WHEREAS, the Contract has been awarded to the above-named Consultant by the Owner, and said Consultant 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 Consultant, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

<u>Contract Documents</u>: 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:

The order of contract document governance shall be as follows:

- The body of this Contract Agreement
- Consultant's Negotiated Proposal
- Solicitation Documents for the Project; North Avenue Enhanced Transportation Corridor Design Services (RFP-5383-24-DD)
- Notice of Award
- Consultant's Response to the Solicitation
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

ARTICLE 2

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

ARTICLE 3

<u>Contract Work:</u> The Consultant 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

<u>Contract Time</u>: Time is of the essence with respect to this Contract. The Consultant hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation.

ARTICLE 5

Contract Price and Payment Procedures: The Consultant shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the Not-to-Exceed Amount of One Million, Five Hundred, Sixty-Six Thousand, Five Hundred, Thirty-Seven and 00/100 Dollars (\$1,566,537.00). If this Contract contains unit price pay items, the Contract price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. 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 Consultant written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Consultant and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Consultant shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Consultant is entitled to final payment therefore; 3. Thirty (30) days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Consultant or a Sub-Consultant shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Consultant and the Sureties on

the Consultant's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

<u>Contract Binding:</u> The Owner and the Consultant each bind 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 Consultant and may only be altered, amended, or repealed by a duly executed written instrument. Neither the Owner nor the Consultant 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 Consultant shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 7

<u>Severability:</u> 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 affected 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 sealed and attested in its behalf; and the Consultant has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

| By: Duan Hoff Jr., Contract Idministrator - City of Duanter Hoff; Jr. Contracts Administrator | of Grand Junition Date |
|---|-------------------------|
| Muller Engineering Company. | |
| By: L. Gray (Lark, President | 8/20/2024 Date |

North Avenue Enhanced Transportation Corridor

Design Services

City of Grand Junction

Scope of Work

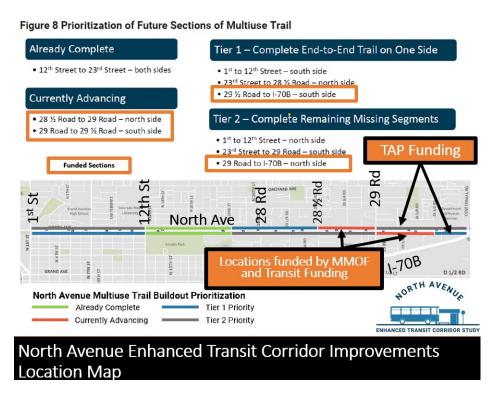
7/24/2024

Prepared by: Muller Engineering

Project Information

Background: 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 several 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.

The purpose of this project is to design a 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. Project tasks performed by the consultant team will include construction plans, specifications, right-of-way plans, valuation and acquisitions, cost estimates, and pre-construction bidding support necessary for permitting & construction. 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.



Work Duration:

The time for the work described in this scope is to begin August 2024 and expected to extend to December of 2026. See preliminary project schedule.

Consultant Responsibility and Duties:

The Consultant is responsible for the work tasks identified in Tasks 1-6 of this document.

Contacts:

Client PM for this project is:

Trent Prall
Engineering and Transportation Director,
City of Grand Junction
Department of Engineering and Transportation
244 N 7th Street
Grand Junction, CO 81501
970-256-4047
trentonp@gicity.org

Consultant PM for this project is:

Nate Algoe, PE
Muller Engineering Company
7245 W. Alaska Dr., Suite 300
Lakewood, CO 80226
303-557-6416
303-246-3517
nalgoe@mullereng.com

Contract Administrator:

Duane Hoff duaneh@gjcity.org (970) 244-1545

Task 1. Project Management

The Consultant shall include City PM on all correspondence with regulatory agencies and must copy City PM on all email correspondence. The Consultant PM shall provide monthly status reports (percent of design components complete) and monthly billings.

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

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.

Task 2. 30% Design

A. Meetings:

Progress Meetings: The City and Consultant shall meet by virtual conference calls (Zoom or similar video) every other week during the approximate 15 months of active design and coordination on the Project (32 meetings). 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. A project OneNote will be setup by the consultant and utilized for documenting all meetings.

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. This meeting will be entirely virtual.

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. This meeting will be attended in person by the Consultant PM, Deputy PM, and Drainage Lead. A comment response matrix will be utilized to track all comments received during reviews and from the meeting. Responses will be provided and resubmitted to all reviewers. It is anticipated that 3 follow-up virtual meetings with CDOT and Grand Junction at 1 hour each will be required to resolve more involved comments. PM, Deputy PM, and 1 discipline lead will attend each follow up meeting.

Right of Way Plan Review Meeting – see Task 5

B. 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. Attendees from the consultant staff will include Fehr & Peers PM, Muller PM, and Deputy PM, and Dig Studio LA. Graphics will include a landscaping rendering developed by Dig Studio and other project graphics.

C. Data Gathering Review:

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

- <u>Drainage</u> Obtain historic and current stormwater data and available drainage reports to assess the impacts of the proposed improvements on existing stormwater infrastructure.
- ii. Survey The existing topographic survey will be used from 28 ½ Road to 29 Road (north side) and from 29 Road to 29 ½ Road (south side). Elevation spot checks will be performed on this survey at key locations. A new topographic survey will be gathered in the rest of the project area. New ROW boundary survey will be gathered in the entire project area.
- iii. Subsurface Utility Engineering 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). It is expected that new SUE will be required for the full project limits. Muller will provide a review of SUE approach and plans.
- iv. <u>Irrigation Ownership and Existing Infrastructure Complete an inventory of existing irrigation structures within the limits of disturbance of the highway</u>

improvement project. Such structures include conveyance channels, both ditch delivery channels and irrigation return channels, as well as irrigation control structures such as valve boxes, flow dividers, measurement devices, sediment basins, and grates. Elements of the inventory will include:

- a. Delineation of conveyance structure alignments
- b. Preliminary identification of places of use associated with the conveyance structures
- c. Identification, description, and mapped location of all irrigation structures within the limits of disturbance.

The identified structures will be depicted on an ArcGIS™ map, referred to as the Irrigation System Map.

Western Water and Land will contact the Palisade Irrigation District (PID) and the Palisade Irrigation Pipes & Laterals (PIP&L) to obtain and compile available information and maps concerning irrigation control structures and infrastructure within the limits of disturbance. PID owns the irrigation water rights and may be responsible for upgrades and maintenance of some of the irrigation infrastructure within the limits of disturbance. PIP&L is likely responsible for upgrades and maintenance of most of the existing irrigation infrastructure. Based on an initial review of information available on the Colorado Division of Water Resources website, it is unlikely that any irrigation structures within the limits of disturbance are used to deliver irrigation water under water rights decree to private individuals or entities.

v. Geotechnical / Materials

Up to (6) six boreholes for trail and transit stop pavement design will be completed. These boreholes will be completed to depths of 6 feet to 8 feet for characterization of subsurface conditions, including groundwater depths/elevations, to assist with development of pavement thickness recommendations. Work includes:

- a. Preparation of a borehole location plan showing proposed test hole locations.
- b. Formulating drilling pattern and performing the necessary subsurface investigation and collecting samples as required.
- c. Performing appropriate laboratory tests and analyzing the data to determine strength and corrosiveness of soils.
- d. Preparing engineering geology plan sheets.
- e. Preparing Geotechnical Investigation Report summarizing the subsurface conditions encountered, the results of the laboratory testing, pavement design recommendations, geotechnical parameters for foundation design, and earthwork recommendations.

vi. Site Visits:

- a. <u>Landscaping The Landscape Team will conduct an initial site visit and tree inventory/analysis site walk with the City of Grand Junction's Urban Forestry staff (Up to 1 four-hour site walk) Site walk to include:</u>
 - Site Visit: Dig Studio will visit the site post survey/SUE/GIS analysis to review base documentation provided. The goal will be to confirm project background information and initiate the landscape design concept alternative development task.
 - ii. Existing Tree Inventory and Analysis: In coordination with the City of Grand Junction's Urban Forestry staff, Dig Studio will conduct a site walk to confirm existing street tree species, health (vigor and structure), and trunk diameter. Each tree will be given a ranking to determine overall health and viability and trees to protect in place.
 - iii. Existing Site Furnishings, Materiality, and Architectural Character Inventory & Analysis: Dig Studio will analyze the type and condition of existing site furnishings (seating, bike racks, planters, pedestrian and roadway lighting, and trash receptacles) along the corridor including the built segments of streetscape improvements. In addition, special attention will be paid to existing materiality and character including hardscape and architectural features and landmarks along the corridor to understand the corridor character and identity.
 - iv. In addition, Dig will review the previously developed multiuse trail concept plan, built segments of North Avenue streetscape improvements, and previous engagement efforts completed by the Mesa County Regional Transportation Planning Office and the City to confirm anticipated locations for streetscape elements, the existing streetscape palette (plantings, furnishings, materiality, etc.), to understand the public's vision for the corridor.
 - v. The Landscape Team will provide a Technical Memorandum of Site Analysis, Existing Tree Inventory and Analysis, and Site Materiality and Architectural Character (up to 6 pages consisting of maps and images).
- b. Design During 30% Design development, after the survey has been completed, members of the design team will conduct a field review of existing corridor conditions. Multimodal design, utility coordination and design, and drainage/irrigation design will participate in the field visit. An additional field visit will be planned to coincide with the FIR meeting.

D. Utility/Irrigation Coordination

There is approximately 9,000 LF of overhead utilities on the project. The North Avenue Enhanced Transit Corridor Study identified over 170 utility conflicts along North Avenue. The Consultant will initiate coordination with utilities using the subsurface utility engineer's information.

- *i.* Develop a contact list with each utility provider and a responsible agent assigned to this project.
- *ii.* Coordinate an initial meeting with CDOT Region 3 Utility Manager to determine contacts and CDOT engagement on the project.
- iii. Develop preliminary utility conflict callouts for incorporation into the 30%, 90%, and 100% plans and associated utility conflict matrix. It is assumed utility conflicts will be included in roadway plans for the 30%, 90% and 100% deliverables.
- iv. Coordinate to inform affected utility companies about the project, schedule, and request information on existing facilities/easements, planned facilities, and design criteria and schedule. Up to two (2) meetings with each provider is included in this scope.
- v. Review Right of Way title work and existing utility easements secured by surveyor. Consult with design team on necessary ROW adjustments and affected utility easements.
- vi. Attend up to one site visit to project with utility providers and other design disciplines.

vii. Assumed Utility Providers:

- i. CDOT Region 3 Fiber, Lighting
- ii. CenturyLink Fiber, Telecoms
- iii. Charter/Spectrum CATV, Fiber
- iv. City of Grand Junction Water, Sewer, Traffic Signal, Fiber, Electric
- v. MCI Fiber
- vi. Mesa County –Fiber, Electric
- vii. Unite Private Networks Fiber
- viii. Ute Water Conservation District Water
- ix. Xcel Energy Electric & Gas

The Consultant will initiate coordination with irrigation providers using the field information with Western Water & Land (WWL). WWL will assist project design engineers in the assessment of potentially impacted irrigation water structures within the limits of disturbance. Examples of such structures include ditches, pipelines, valve boxes, flow dividers, measurement devices, sediment basins, and grates. The focus of the assessment is to identify any modifications or relocations required to address public safety concerns and limit liability and maintenance obligations associated with the structures. WWL will provide the details needed to ensure any structure changes do not impact water deliveries associated with the structures.

In addition, WWL will work with project engineers and public relations personnel to resolve any issues and concerns raised by PID and PIP&L regarding modifications and changes to structures within the limits of disturbance. WWL

assumes project public relations personnel will organize and facilitate meetings with PID and PIP&L. WWL will attend meetings to help resolve any concerns raised by PID and PIP&L.

- *i.* Develop a contact list with each irrigation provider and a responsible agent assigned to this project.
- *ii.* Request and document any existing permits and agreement information from CDOT R3 and irrigation providers
- iii. Coordinate to inform irrigation providers about the project, schedule, and request additional information on existing facilities/easements, planned facilities, and irrigation flow rates and seasonal use of their infrastructure. Up to two (2) coordination meetings with each irrigation provider.
- *iv.* Field site visits with irrigation providers will be attended by Western Water & Land.
- v. Assumed irrigation providers:
 - i. Palisade Irrigation District
 - ii. Grand Valley Drainage District
 - iii. Mesa County
 - iv. Palisade Irrigation Pipes & Laterals

E. Drainage/Stormwater/Irrigation

- i. Preliminary Hydrology Analysis: A hydrologic analysis for the project area will be performed to evaluate pre and post project flows for the design and major storm events. It is assumed that the Rational Method will be used for the hydrologic analysis.
- ii. Preliminary Hydraulic Analysis: A preliminary hydraulic analysis will be performed of the proposed storm drain infrastructure. Bentley's FlowMaster software will be used for preliminary pipe, trench drain, and ditch sizing. Mile High Flood District (MHFD) Inlet spreadsheet will be used for preliminary spread calculations and inlet sizing.
- iii. Preliminary Drainage Plans: Preliminary drainage plans, details, and drainage notes will be prepared. Drainage structure sections (profiles) will be provided in subsequent submittals.
- *iv.* Preliminary Irrigation Plans: The design will be based on information gathered and documented by Western Water and Land. Consultant will develop preliminary irrigation plans and details.
- v. Permanent Water Quality (PWQ): The project area lies within the City of Grand Junction's Phase II MS4 and CDOT's MS4 boundary. Muller will

evaluate the impacts of the proposed project and evaluate permanent water quality requirements. This task is limited to review of the PWQ criteria for both the City and CDOT's MS4. It is assumed PWQ control measures will not be required for the project. Analysis and design of PWQ control measures is specifically excluded from the scope of work.

- vi. Preliminary Drainage Report: A preliminary drainage report will be prepared summarizing the project, applicable criteria, existing and proposed conditions and will include preliminary hydrologic and hydraulic calculations.
- vii. Conduct QA/QC review of plans and report by senior engineers.

F. Stormwater Management Plan (SWMP) / Erosion Control

- *i.* It is assumed CDOT's criteria and requirements will be used for the project SWMP.
- ii. CDOT's SWMP template for greater than 1 acre of disturbance will be prepared for the 30% submittal. It is assumed SWMP Site Maps (Erosion Control Plans) will not be provided with the 30% submittal but will be provided in subsequent submittals.

G. Pavement Design

Pavement Recommendations for a new roadway sections or transit stop facilities will be provided for each proposed location along North Avenue. Pavement design will include both Flexible and Rigid Concrete recommendations.

Pavement Design recommendations for Pavement design and Transit stops will be completed in accordance with the in accordance with the City of Grand Junction Transportation Engineering Design Standards (TEDS), Mesa County RPO standards, and CDOT Pavement Design Manual guidelines.

H. Traffic Engineering

- i. Evaluate North Ave pedestrian crossing at 29 ¼ Rd which will include collecting pedestrian counts. The CDOT Pedestrian Crossing Installation Guide including the evaluation worksheet will be followed to determine the recommended pedestrian crossing treatment.
- *ii.* Prepare narrative of suggested phasing sequence, pedestrian detour routes, and applicable general notes
- iii. Provide striping layout for any adjusted cross walk locations and identify signs for replacement or relocation. Signing and Striping will be included on the roadway plans.
- iv. Parking lot layout reconfigurations: Multi-use trail will impact parking lots

- along the corridor. It is assumed that striping will be partially reconfigured for four small parking lots on north side and three large parking lots on the south side of North Avenue.
- v. Evaluate safety recommendations identified in the North Ave Transit Study for inclusion in the project

I. Multimodal Design

- i. Review and update design criteria previously developed for the North Ave Enhanced Transit Corridor Study. Ensure criteria meets current City of Grand Junction, AASHTO, and CDOT standards. Design Criteria will be used to prepare preliminary CDOT Form 463 to be included in the 30% deliverables
- ii. Curb ramps will be evaluated for replacement. Muller will determine if the ramps meet current ADA standards and review for opportunities to increase safety and improve ramp design to better serve a multi-use path function such as increasing ramp width to match trail width or shifting to a directional curb ramp. This includes 20 existing curb ramps on the north side from 28 ½ (NE) to I-70 B (Centennial Rd (NE) and 11 existing curb ramps on the south side from 29 Rd (SW) to I-70B Frontage Rd (SE). Curb ramp design will include horizontal layout and sufficient vertical to establish right of way impacts. Vertical details will not be included on the plans. It is assumed that design of 32 curb ramps will be required.
- iii. Multi-use Trail Design: Develop horizontal geometry and model multi-use path to establish limits of grading. The 30% design completed previously will be used as a basis of design.
- iv. Accesses recommended for closure will be identified on the plans. There are 29 existing access points on the north side and 23 on the south side. Access design will include horizontal layout and sufficient vertical to establish right of way impacts. Access modifications or closures will require following CDOT Form 138 process. Meetings will be required with CDOT R3 Access Manager Brian Killian as follows: kick off meeting (1 hr) and up to 3 additional 1 hour coordination meetings. CDOT requires a plan and profile for all modified accesses and plan only for accesses to be removed. Plan and profile sheets will double as plan sheets and exhibits for the Form 138. It is estimated that 52 access plan and profile sheets at 20 scale will be required. Additionally, CDOT requires an access information spreadsheet to be populate with project and property information. It is assumed that CDOT R3 Access Manager will distribute and coordinate Form 138s.

- v. Proposed right-of-way and easements will be established and shown on roadway plans.
- vi. Fehr & Peers will provide up to 30 hours of planning support to the Muller team in navigating tradeoffs and design decisions related to design of the multiuse path, bicycle and pedestrian facilities and amenities, and transit stops. Fehr & Peers will provide expertise on pedestrian, bicycle, and transit circulation, comfort, and safety considerations in support of design and in alignment with the vision of the North Avenue Enhanced Transit Corridor Study.

J. Transit Design

Transit Design: In coordination with the City and the Mesa County Regional Transportation Office, Fehr & Peers will lead the development of specifications of transit stops and 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. Fehr & Peers will research and communicate with bus stop shelter vendors and identify specifications for a prefabricated shelter design that meet the goals of the stakeholders and can easily be translated to other locations in the corridor outside of the study areas. They will work with the City and RTPO to understand design preferences, like cantilever shelters, lighting, and amenities. Shelter and furnishing design specifications will come from identified vendors, the city, or RTPO. Fehr & Peers will develop initial plan view concept drawings showing the layout and amenities at typical bus stops considering future branding opportunities and vendor design specifications. Muller will incorporate these concepts into the 30%, and eventually 100% plan sheets for the corridor with guidance from Fehr & Peers. 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

Bus stop proposed typology or removal will be indicated on the roadway plans. A typical detail will be included in the plans. Bus stops requiring site specific details will only include horizontal layout. Assumptions for hours are based on bus stop recommendations from the 2022 Study Figure 17

- 5 stops to be removed
- 3 new enhanced stops requiring site specific designs.
- 1 enhanced stop existing

2 standard typical applications

K. Environmental

<u>PROJECT DOCUMENTATION</u> - Initial scoping meeting confirmed that CDOT will handle the resource clearance for the project. Muller will revise the project description, project location map and Environmental Resources Memo and submit to CDOT.

DATA COLLECTION, FIELD INVESTIGATION, MITIGATION MEASURES AND DELIVERABLES

- 1. Air Quality (CDOT)
- 2. Water Quality (MEC)
- 3. Wetlands and Waters of the U.S. (CDOT)
- 4. Vegetation and Noxious Weeds (CDOT)
- 5. Fish and Wildlife (CDOT)
- 6. Historic Properties (CDOT)
- 7. Archaeology (CDOT)
- 8. Paleontological Resources (CDOT)
- 9. Hazardous Materials (CDOT)
- 10. Environmental Justice (MEC if needed) Prepare Environmental Justice Memo using ACS data and the EPA EJScreen tool.
- 11. Visual Resources (MEC if needed) The CDOT Visual Impact Analysis Questionnaire will be completed to determine if further visual analysis is required.

Deliverables:

- Project Description and Location Map
- Existing Environmental Resources Memo
- Environmental Scoping Form (from 7/18/2024 meeting)
- Environmental Justice Memo (if needed)
- Visual Impact Analysis Questionnaire (if needed)

Exclusions:

- Environmental Resources Summary to support CDOT Form 128
- Air Quality Exemption Memo
- Biological Resources Report
- Noise Exemption Memo
- Recreational Resources Memo
- Wetland Delineation Report
- Wetland Finding
- Archaelogy
- Paleontological Resources

- Hazardous Materials
- Section 404 Permitting
- Coordination with the Colorado Parks and Wildlife and US Fish and Wildlife Service
- Non-historic Section 4(f)/Section 6(f) documentation
- Visual Impact Analysis
- Traffic Noise Analysis

L. Landscape Design

- i. Tree Opportunity Assessment: Dig will conduct a tree opportunity assessment identifying locations for new street trees based on landscape clearance requirements including utilities, driveways, sight triangles, fire hydrants, lighting, etc. The City of Grand Junction Transportation and Engineering, Urban Forestry, Parks and Recreation, built segments of North Avenue streetscape improvements, and CDOT design standards, guidelines, and details will be utilized. In addition, potential strategies to support maximized soil volumes for existing and new trees including the use of CU Structural Soil and suspended paving methods, where appropriate, will be determined.
- ii. Planting and Materials Palette: Building off the existing planting and materials palette along the built segments of North Avenue streetscape improvements, we will develop a preliminary planting, materiality, and lighting palette along with a preliminary planning-level estimate of quantities and probable cost will be included.
- iii. 30% Landscape Architecture Design Drawings: Upon verification of existing trees to remain, areas for new trees, and the planting and materials palette, Dig Studio will prepare 30% Landscape Architecture Design Drawings for review by the City. 30% plans will define the layout and essential materials and details of the project and will include:
 - i. Draft Demolition Plan: Demolition plan to be developed by others. Dig will use the survey provided and site inventory information to identify and provide soft and hardscape elements to be removed, relocated, or protected in place prior to new construction.
 - ii. Site Layout/Materials Plan: 30% level plan of planting, lighting, and materiality including some layout dimensions. Site furnishings to be documented by others.
 - iii. Construction Details: 30% level construction details for softscape and hardscape. Site furnishing details to be provided by others.
 - iv. Planting Plan: Layout and schedule communicating size, species and spacing. Plants to be shown in groups at this level of design rather than individual plants.

Deliverables:

- PDF of Tree Opportunity Assessment & Existing Trees to Remain (1 submittal)
- PDF of Planting and Materials Palette (1 submittal) using precedent images.
- PDF of 30% Submittal for City Review (1 submittal).
- Planning-Level Opinion of Probable Costs & Quantities PDF (1 submittal).
- 3D Model Streetscape Renderings (Up to 3 total small area views,1 Draft and 1 Final).

M. Lighting

The scope of work includes pedestrian lighting along sidewalks to similar to existing pedestrian lighting on North Avenue between 12th and 23rd Street.

Design services shall include the following:

- Kickoff Meeting
- Establish basis of design
- Lighting design
 - Lighting layout
 - o Luminaire selection
 - Lighting calculations
- Identify potential power source locations
- Coordinate power source locations and capacity with electric utility
- Tabulation of Approximate Quantities
- Opinion of Probable Cost
- Up to one (1) submittal (30% Set)
- Attendance at 30% Review Meeting via teleconference

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

- 1) Cover Page (for stamps)
- 2) Title Sheet
- 3) M&S Standards List
- 4) General Notes
- 5) Typical Sections
- 6) Summary of Approximate Quantities
- 7) Tabulation of Survey
- 8) Preliminary PCD
- 9) Removal Plans

- 10) Roadway plans
- 11) Access Plan and Profiles (20 scale)
- 12) Drainage and Irrigation plans
- 13) Stormwater Management Plan (narrative only)
- 14) Existing Utility Plans (SUE)
- 15) Cross sections (every 50 ft)
- 16) Construction Phasing Narrative
- 17) Preliminary ROW Plans
- 18) Utility and Irrigation Matrix and Contact List
- 19) Irrigation System Map (GIS)
- 20) Engineer's Opinion of Probable Cost
- 21) Preliminary Drainage Report

City Provided Materials: The City will provide the following:

i. Survey, Base mapping and existing plan files

Consultant will utilize AutoCAD software. Plans shall be in CDOT format with City of Grand Junction title block. Plans will be set at 40 scale (13 sheets) but will not have split plan views as shown in the previous 30% concept plans. Summary of approximate quantities will be included. Individual discipline tabulations are excluded in the 30% submittal.

Task 3. 90% Design

A. Meetings

Progress Meetings: Progress meetings will continue for the duration of Task 3 as outlined above in Task 2.A.

Conduct FOR Meeting: The Consultant shall conduct a CDOT Final Office Review (FOR) meeting to review the preliminary design plans with City and CDOT Specialty Staff. The Consultant shall document all issues identified at the FOR to be resolved during final design. The meeting will be attended in person by Muller PM and Deputy PM. A comment response matrix will be utilized to track all comments received during reviews and from the meeting. Responses will be provided and resubmitted to all reviewers. It is anticipated that 3 follow-up virtual meetings with CDOT and Grand Junction at 1 hour each will be required to resolve more complex comments. PM, Deputy PM, and 1 discipline lead will attend each follow up meeting.

B. Utility and Irrigation Coordination

Consultant will continue coordination on the project from 30% to 90% Design:

- i. Identify testhole locations and review SUE by others.
- ii. Meet with affected utility companies to confirm timing, location, and cost with potential relocations. Assume up to ten (10) meetings total. Muller will schedule meetings, develop agenda, facilitate meetings, and develop meeting minutes.
- iii. Incorporate SUE and design to develop 90% Utility Relocation design and determine conflicts. Develop utility general notes, Test hole log, and utility matrix. Expected utility relocations will be shown on the improvement plans.
- iv. Develop utility project special provisions for 90%.
- v. Develop draft utility letter agreements. Up to nine are included in this scope.
- vi. Request clearance from CDOT for Utilities.
- vii. Attend up to 1 site visit with utility providers to review relocations and project design.
- viii. Assumes any/all reimbursable utility and irrigation relocation agreements will be coordinated by Grand Junction.

Consultant will continue coordination on the project from 30% to 90% design with irrigation providers:

i. Meet with affected irrigation providers and design team to discuss proposed adjustments included in project and negotiate final design to be included in the 90% Plans. Up to three meetings with each irrigation

- provider is included in the scope.
- ii. Assist Grand Junction with drafting and developing irrigation construction agreements, if necessary. Scope assumes assistance with up to three agreements.
- iii. Scope assumes no adjustment or creation of CDOT irrigation agreements is included.

C. Drainage/Stormwater/Irrigation Engineering

- Final Hydrology Analysis: Update and finalize existing and proposed hydrologic calculations, including basin delineations as needed, based on FIR comments and updates to the roadway design.
- ii. Final Hydraulic Analysis: Update hydraulic calculations based on changes in the roadway design and placement of drainage facilities. Consultant will also complete riprap sizing calculations and storm drain profiles for the project.
- iii. Permanent Water Quality: It is assumed PWQ control measures will not be a requirement for the project and are excluded from the scope of work.
- iv. Final Drainage Plans: Finalize drainage plans, structure profiles, details, and drainage notes.
- v. Final Irrigation Plans: Consultant will develop final irrigation plans and details.
- vi. Final Drainage Report: Finalize the drainage report based on updates to the design and FIR comments.
- vii. Conduct QA/QC review of plans and report by senior engineers.

D. Stormwater Management Plan/Erosion Control

- i. Update and finalize CDOT's SWMP narrative.
- ii. Prepare initial, interim, and permanent SWMP site maps. It is assumed that Initial/interim site maps will be provided in one plan set and permanent site maps in a second plan set.
- **E. Traffic Engineering** No Traffic Engineering work is anticipated beyond 30% design.

F. Multimodal Design

- i. Design revisions from 30% will be incorporated into the 90% design
- ii. Multi-use Trail Design: finalize horizontal and vertical design and limits of grading. It is estimated that up to 4 curb and gutter profiles may be required to correct drainage issues. Profiles of the multi-use path will not be required as vertical will be controlled by existing back of curb and typical section.
- iii. Curb ramps: finalize horizontal and vertical design. It is estimated that 16 staking sheets at 10 scale will be required. (32 curb ramps)
- iv. Accesses: design changes will be incorporated resulting from coordination with property owners during the Form 138 process. Final horizontal and vertical design will be completed.
- v. Proposed right of way and easements will be updated and finalize after 30% comments are resolved prior to the ROWPR meeting
- vi. It is anticipated that thickened edge and pedestrian railing will be required to reduce right of way impacts at two locations. Raised curb along the back of sidewalk will be utilized to reduce grading in cut conditions. Details of these items will be included in the plans.

G. Transit Design

i. Final horizontal and vertical design will be complete. It is estimated that detailed staking plans will be required for the 3 enhanced transit stop locations.

H. Environmental

i. No environmental support is anticipated past 30% design.

I. Landscape Design

After receipt of 30% Design and Cost Estimates City comments, Dig Studio will prepare 90% Landscape Architecture Design Drawings and related technical specifications to construct the work in our scope and for review by the City. Locations identified for methods to increase soil volume for existing trees and new trees will be included.

Dig studio anticipates one (1) document submission: 90% Construction Documents for contractor bidding. 90% plans will include:

- Demolition Plan: Demolition plan to be developed by others. Dig will use the survey provided and site inventory information to identify and provide soft and hardscape elements to be removed, relocated, or protected in place prior to new construction.
- Site Layout/Materials Plan: Provide detailed and dimensioned material layout for scope areas including planting, lighting, and materiality. Site furnishings to be documented by others.

- Construction Details: Provide construction details for softscape and hardscape. Site furnishing details to be provided by others.
- Draft Specifications: Provide draft specifications for landscape within scope of work to meet City specifications.
- Planting Plan: Locate and specify plant materials. Include plant schedule for planting
 areas with quantities of each specified plant.
 Irrigation Plan: Hydrosystems/KDI will provide full irrigation layouts plans, including
 overall mainline, sleeving and spray head locations. This plan will identify hydro
 zones and a include water demand spreadsheet.

Deliverables:

- PDF of 90% Submittal for City Review (1 submittal).
- Opinion of Probable Costs & Quantities PDF for Landscape Scope Items (1 submittal).
- Draft Specifications for landscape scope items (Using City specs) PDF (1 submittal).
- Formal Comment Response Matrix (1 submittal).

J. Lighting Design

Design services shall include the following:

- Incorporate comments from 30% Review
- Lighting design
 - Final lighting layout
 - Lighting details
 - o Luminaire schedule
- Electrical design
 - Panel schedules
 - One-line diagrams
 - Lighting Control Centers, including short circuit calculations and feeder sizing
 - Circuiting and conduit, including voltage drop calculations and conduit sizing
 - Electrical details
- Coordinate power source locations and capacity with electric utility
- Specifications
- Tabulation of Approximate Quantities
- Opinion of Probable Cost
- Up to one (1) submittal (90% Set)
- Attendance at 90% Review Meeting via teleconference

FOR Deliverables: Prior to submittal of final design, Consultant shall provide 90% design review plans, specifications, and reports for Final Office Review (FOR). FOR plans shall include an updated Engineers Opinion of Probable Cost for the proposed design.

FOR plans will include the following:

- 1. Cover Page (for stamps)
- 2. Title Sheet
- 3. M&S Standards List
- 4. General Notes
- 5. Typical Section
- 6. Summary of Approximate Quantities
- 7. Tabulations (roadway, drainage, earthwork, CTC, etc)
- 8. Tabulation of Survey
- 9. Final PCD
- 10. Removal Plans
- 11. Roadway plans
- 12. Staking Plans (curb ramps & bus stops)
- 13. Access Plans
- 14. Drainage and Irrigation Plans
- 15. Drainage and Irrigation Profiles
- 16. Stormwater Management Plan narrative, initial, interim, and permanent
- 17. Landscape Plans
- 18. SUE Plans
- 19. Utility Plans
- 20. Lighting Plans
- 21. Cross sections
- 22. Construction Phasing Plans
- 23. Right of Way Plans
- 24. 90% Drainage Report

Task 4. 100% Design

A. Meetings

i. Comments will be discussed during regularly scheduled coordination meetings.

B. Utility and Irrigation Coordination

- i. Address 90% comments and provide 100% Utility Plans and specifications
- ii. Consult with CDOT Utilities on Clearance Request status and provide clearance request submittal.
- iii. Work with Grand Junction to finalize irrigation agreements to approve design adjustments and other conditions to clear construction.
- iv. Finalize 100% Utility and Irrigation specification to convey construction requirements and schedules to the Contractor.

C. Permitting / Clearances

i. Prepare required forms for CDOT clearances including Form

859 and form 463. Assist the City of Grand Junction with drafting ROW and Utility Certification Letters.

D. Plan Revisions:

Plan revisions will be made to all disciplines

Final Design Deliverables: The Final Design documents shall include final design drawings and specifications, Final Drainage Report, 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.

Authentication: The Consultant's Professional Engineer responsible for the Project shall affix its stamp and signature to the final drawings, bid documents and design reports. Project Plan set will follow current CDOT standards for stamping by utilizing a cover sheet for all stamps instead of stamping every page. Adobe Sign will be utilized for digital stamping of plans and specifications.

Task 5. Right of Way

See attached subconsultant scope that describes Right of Way services for this contract.

Task 6. Design Services During Construction

A. Meetings

Muller PM and Deputy PM will attend the pre-proposal meeting virtually.

B. Design Support During Construction

The consultant shall be available for technical questions and provide the City appropriate addenda. The City will provide onsite, full-time inspection for the project. Muller will provide up to 60 hours of services on an as needed basis during construction to assist in reviewing and approving shop drawings, material submittals, responding to RFIs, and design change requests.

C. As-Builts

Muller will provide up to 36 hours of review time of the as-built drawings, which will be provided by the City and/or their Contractor, to ensure they match design intent.

Preliminary Project Schedule:

| No. | TASK | Start Date | End Date |
|-----|--|------------|-----------------|
| 1 | Contract Execution / NTP | 08/07/24 | 08/07/24 |
| 2 | Initiate Data Collection (Survey, ROW Mapping SUE, Title Work) | 08/12/24 | 08/12/24 |
| 3 | Initiate builders call lines and utility coordination | 08/12/24 | 08/12/24 |
| 4 | CDOT Design Scoping Review Meeting | 09/09/24 | 09/09/24 |
| 5 | 30% Design Phase | 09/10/24 | 12/16/24 |
| 6 | 30% QA/QC | 12/17/24 | 12/30/24 |
| 7 | Submit 30% Plans and Estimate | 12/31/24 | 12/31/24 |
| 8 | Comment Period | 01/01/25 | 01/21/25 |
| 9 | CDOT 30% (Field Inspection Review) Meeting | 01/22/25 | 01/22/25 |
| 10 | 90% Design Phase | 01/23/25 | 04/16/25 |
| 11 | Top Part of 128 Cleared | 01/23/25 | 03/19/25 |
| 12 | CDOT Right of Way Plan Review (ROWPR) | 03/20/25 | 03/20/25 |
| 13 | Right of Way Acquisitions | 03/21/25 | 02/19/26 |
| 14 | 90% QA/QC | 04/17/25 | 04/30/25 |
| 15 | Submit 90% PS&E and Reports | 05/01/25 | 05/01/25 |
| 16 | Comment Period | 05/02/25 | 05/22/25 |
| 17 | CDOT 90% (Final Office Review) Meeting | 05/23/25 | 05/23/25 |
| 18 | Submit 100% PS&E | 05/26/25 | 06/20/25 |
| 19 | CDOT Final Review for clearances / Address final comments | 06/23/25 | 07/18/25 |
| 20 | Form 1180 Approval Process/ Obligate Funds | 02/20/26 | 03/19/26 |
| 21 | Concurrence to Advertise | 03/20/26 | 03/20/26 |
| 22 | Advertise for Bids | 03/23/26 | 04/10/26 |
| 23 | Bid Openining | 04/13/26 | 04/13/26 |
| 24 | Contracting | 04/14/26 | 05/04/26 |
| 25 | Construction NTP | 05/05/26 | 05/06/26 |



SCOPE OF WORK July 18, 2024 City of Grand Junction - ROW Services for Project for North Avenue Enhanced Transportation Corridor

SECTION 1: PROJECT SPECIFIC INFORMATION

PROJECT BACKGROUND

The City of Grand Junction (City) and Muller Engineering Company (Muller) are designing a project for construction of a detached multi-modal path and landscaping improvements along North Avenue from 28 ½ Road to I-70 on the north side and 29 Road to I-70B on the south side (Project). The Project is funded in part by grants from CDOT Transit Funds, CDOT Multi-modal Options Fund, and the federal Transportation Alternative Program administered by CDOT.

As a result of funding, the Project needs to be designed and constructed in compliance with federal-aid requirements, with the Colorado Department of Transportation (CDOT) as the oversight entity for the federal funds. Muller is the consultant engineering firm designing the project. The ROW process will be conducted consistent with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and the CDOT ROW Manual.

Muller has asked HDR to prepare a proposal for right of way (ROW) services for the Project. This scope of work, and its related fee proposal, are submitted in response to this request.

The ROW acquisition anticipated for the Project is 34 Fee Simple (ROW) parcels and 56 Temporary Easement parcels to be acquired from 52 ownerships, as shown in Table 1 below. The parcels highlighted in blue are likely to be considered larger parcels due to similar ownership, contiguity, and use – which will result in one appraisal for each of the similarly owned properties. Parcels labeled with *Appraisal* have an estimated value of more than \$15K, WV+ have an estimated value between \$5K and \$15K, and WV- have an estimated value of less than \$5K.

Table 1

| | OWNER NAME | Property Address | TSN# | Zoning | Use | Fee Simple (ROW) Parcel | TE Parcel | WV - / WV + / Appraisal |
|---|----------------------------|-----------------------|-------------------------|--------|---|----------------------------------|--------------|----------------------------|
| | 28 1/2 Road to I-70 | B (North side) - 38 p | roperties | | | | | |
| 1 | KIM and TROUNG HORNG | 2850 NORTH AVE | 2943- 074- 00-076 | MU-2 | Taco Restaurant (corner lot) | | х | WV- |
| 2 | GRAND PROPERTIES LLC | 2854 NORTH AVE | 2943- 074- 00-072 | MU-2 | Residential House | Х | Х | Appraisal |
| 3 | GRAND PROPERTIES LLC | 2856 NORTH AVE | 2943- 074- 00-071 | MU-2 | Residential House | х | х | WV+ |
| 4 | GRAND PROPERTIES LLC | 2858 NORTH AVE | 2943- 074- 00-070 | MU-2 | Motel/ Manufactur ed Home Park | Х | Х | Appraisal |
| | GRAND PROPERTIES LLC | 2860 NORTH AVE | 2943- 074- 00-069 | MU-2 | Motel/ | х | х | See Above |

| | | | | | Manufactur | | | |
|----|---|-----------------------|-------------------------|--------|-------------------------------------|----------------------------------|--------------|----------------------------|
| | | | | | ed Home Park | | | |
| | OWNER NAME | Property Address | TSN# | Zoning | Use | Fee Simple (ROW) Parcel | TE Parcel | WV - / WV + / Appraisal |
| 5 | KEMPTON LARRY | 2860 1/2 NORTH AVE | 2943- 074- 00-068 | MU-2 | Tarot Card Reading | x | x | WV+ |
| 6 | COLORADO WEST ASSET MANAGEMENT LLC | 515 28 3/4 RD | 2943- 074- 27-001 | PD | Health care | | Х | WV- |
| 7 | NATIONAL RETAIL PROPERTIES INC | 2870 NORTH AVE | 2943- 074- 00-067 | MU-2 | Texas Roadhouse | | Х | WV- |
| 8 | HILL COMPANIES COLORADO LLC | 2878 NORTH AVE | 2943- 074- 78-003 | MU-2 | Del Taco | | Х | WV- |
| 9 | Plaza On North Avenue Owner's Association | N/A | 2943- 074- 78-006 | MU-2 | Sign | | Х | WV- |
| 10 | GJ OWL CO LLC | 2880 NORTH AVE | 2943- 074- 69-004 | MU-2 | Koi Ramen Sushi | | х | WV- |
| 11 | S & K FAMILY TRUST DATED DECEMBER 19 2003 | 2882 NORTH AVE | 2943- 074- 69-005 | MU-2 | Game Store (pool, poker, etc) | X | X | WV+ |
| 12 | ORCHARD MESA SUPER WASH LLC | 2884 NORTH AVE | 2943- 074- 75-001 | MU-2 | Car wash | | Х | WV- |
| 13 | CHIOU CHIEW HAN, ZHENG QIU HUA, WANG XIU BAO | 2886 NORTH AVE | 2943- 074- 00-095 | MU-2 | Mexican Restaurant | | X | WV- |
| 14 | BERRY RONALD K II and BERRY JACQUELINE D | 2888 NORTH AVE | 2943- 074- 00-060 | MU-2 | Auto Sales | | X | WV- |
| 15 | FORBES GROUP | 2892 NORTH AVE | 2943- 074- 00-048 | MU-2 | Pawn Shop | | Х | WV- |
| 16 | TWO RIVERS LAND COMPANY LLC | 2894 NORTH AVE | 2943- 074- 28-002 | MU-2 | Big O Tires | | Х | WV- |
| 17 | 2896 LLC | 2896 NORTH AVE | 2943- 074- 15-011 | MU-2 | Gas Station (corner) | | х | WV- |
| 18 | SILP EPSILON GRAND JUNCTION LLC | 2900 NORTH AVE | 2943- 083- 35-001 | MU-2 | Walgreens (corner) | | X | WV- |

| 19 | COGR ROSE MHP LLC, SFIF2 | | 2943- 083- | | Manufactur ed Home | | | |
|----|--|---------------------|-------------------------|--------|---|----------------------------------|---|----------------------------|
| | ROSE LLC | 2910 NORTH AVE | 00-105 | C-2 | Park | х | Х | Appraisal |
| | OWNER NAME | Property Address | TSN# | Zoning | Use | Fee Simple (ROW) Parcel | TE Parcel | WV - / WV + / Appraisal |
| 20 | | | 2943- | | Misc | | | |
| | 0040110 | 0040 NODTH AVE | 083- | | Business | | l v | 140.7 |
| 21 | 2912 LLC GEORGE E | 2912 NORTH AVE | 00-034 | C-2 | building | | Х | WV- |
| 21 | WHEELER REVOCABLE TRUST DATED 16TH DAY OF NOVEMBER 2020 | 2914 NORTH AVE | 2943- 083- 00-035 | C-2 | Auto Repair shop | x | x | Appraisal |
| 22 | GEORGE E | 2914 NORTH AVE | 00-033 | 0-2 | SHOP | ^ | ^ | Арргаізаі |
| 22 | WHEELER REVOCABLE TRUST DATED 16TH DAY OF NOVEMBER 2020 | 2916 NORTH AVE | 2943- 083- 00-038 | C-2 | Residential House | x | x | WV+ |
| 23 | GEORGE E WHEELER REVOCABLE TRUST DATED 16TH DAY OF NOVEMBER 2020 | 2920 NORTH AVE | 2943- 083- 00-039 | C-2 | craft shop | X | X | WV+ |
| 24 | 140 V LIVIDLIN 2020 | 2920 NORTHAVE | 2943- | 0-2 | Craft Shop | Α | , <u>, , , , , , , , , , , , , , , , , , </u> | V V V I |
| | | 500 MORNING | 083- | | advertising | | | |
| | GAMBLE MARK L | GLORY LN | 00-040 | C-2 | sign | Х | Х | WV+ |
| 25 | POTTER TROY | 2922 NORTH AVE | 2943- 083- 00-041 | C-2 | Pawn Shop | x | x | WV+ |
| 26 | MOORE RONALD | 2022 140/11/1/1/ | 2943- | 0 2 | . awn onop | ,, | `` | |
| | W and ZORA D MOORE | 2924 NORTH AVE | 083- 00-042 | C-2 | Dish Network | X | X | Appraisal |
| 27 | | | 2943- | | Auto | | | la la cama au. |
| | JAMIS | | 083- | | Repair | | | |
| 28 | COMPANIES INC | 2926 NORTH AVE | 00-072 | C-2 | shop | Х | Х | Appraisal |
| 20 | | | | | | | | |
| | 2930 NORTH AVENUE LIMITED PARTNERSHIP | 2930 NORTH AVE | 2943- 083- 31-001 | MU-2 | Tile store/HVA C Warehouse | | Х | WV- |
| 29 | No assessor info - may be owned in common by adjacent parcel owners. | | 2943- 083- 60-000 | MU-2 | Parking lot for Habitat for Humanity | | X | WV- |

| 30 | No assessor info - may be owned in common by adjacent parcel owners. | | 2943- 083- 33-000 | MU-2 | Parking lot for Misc businesses | | X | WV- |
|----|--|-----------------------|-------------------------|--------|---|------------------------|-----------------------|----------------------------|
| | OWNER NAME | Property Address | TSN# | Zoning | Use | ROW Acquisiti on | TE Acquisiti on | WV - / WV + / Appraisal |
| 31 | ARMANTROUT ROBERT J and ARMANTROUT YVONNE C | 2950 NORTH AVE | 2943- 083- 00-098 | C-2 | Auto Sales/Truck Rental | X | X | Appraisal |
| 32 | COUNTY OF MESA | 510 29 1/2 RD | 2943- 084- 24-001 | MU-2 | Health care | | х | WV- |
| 33 | No assessor info - may be owned in common by adjacent parcel owners. | 2956 NORTH AVE | 2943- 084- 19-000 | C-2 | Parking lot for Misc businesses | X | X | Appraisal |
| 34 | DOS REALES | 2958 NORTH AVE | 2943- 084- 19-005 | C-2 | Mexican Restaurant | х | х | Appraisal |
| 35 | DEAN ENTERPRISES LLC | 2962 NORTH AVE | 2943- 084- 00-035 | C-2 | Thrift Shop | х | х | Appraisal |
| 36 | STONEMOR COLORADO LLC | 2970 NORTH AVE | 2943- 084- 23-001 | RSF-R | Cemetery | Х | Х | Appraisal |
| 37 | STORAGE PLACE GRAND JUNCTION EAST LLC, GJE NOLASCO LLC | 501 CENTENNIAL RD | 2943- 084- 00-059 | MU-2 | Self Storage | X | x | Appraisal |
| | 29 Road to I-70B (S | South side) - 18 Prop | erties | | | | | |
| 38 | JOSHNIK LLLP | 2903 NORTH AVE | 2943- 172- 60-001 | MU-2 | Gas Station (corner) | | х | WV- |
| 39 | WESTERN FARM DISTRIBUTING CO INC | 2909 NORTH AVE | 2943- 172- 00-269 | C-2 | Warehouse /Storage for farm equipment store | X | X | Appraisal |
| 40 | JCGC WESTERN IMPLEMENT LLLP | 2919 NORTH AVE | 2943- 172- 00-251 | C-2 | Hardware/ Farm Equipment Store | х | х | Appraisal |
| 41 | DOUBLE PAW PROPERTIES LLC | 2923 NORTH AVE | 2943- 172- 09-001 | C-2 | USPS and Misc Stores | х | х | Appraisal |

| 42 | | | 2943- | | Manufactur | | | |
|----|--|---------------------|----------------|--------|----------------------------|---------------------------------------|--------|-------------|
| | GRAND RIVERS | | 172- | | ed Home | | | |
| | PARTNERS LLC | 2925 NORTH AVE | 00-018 | C-2 | Park | Х | Х | Appraisal |
| | ODAND DIVEDO | | 2943- | | Manufactur | | | |
| | GRAND RIVERS PARTNERS LLC | 2931 NORTH AVE | 172- 00-019 | C-2 | ed Home Park | х | X | See above |
| | FAITINLING LLC | 2931 NORTHAVE | 00-019 | 0-2 | raik | Fee | Λ | See above |
| | | | | | | Simple | | |
| | OWNER NAME | Property Address | TSN# | 7 | Use | (ROW) | TE | WV - / WV + |
| 43 | SCHOOL | Address | I SN # | Zoning | USE | Parcel | Parcel | / Appraisal |
| 45 | DISTRICT 51, | | 2943- | | | | | |
| | VOCATIONAL | | 172- | | Career | | | |
| | CENTER | 2935 NORTH AVE | 00-279 | MU-2 | Center | Х | Х | Appraisal |
| 44 | | | | | N/ | | | |
| | | | | | Vacant lot - associated | | | |
| | | | 2943- | | with Tool | | | |
| | MACELHANEY | | 172- | | Rental | | | |
| | LLC | 2939 NORTH AVE | 08-009 | C-2 | company | | х | WV- |
| 45 | | | 2943- | | . , | | | |
| | | | 172- | | Parking lot | | | |
| | AREC 12 LLC | 2945 NORTH AVE | 00-250 | C-2 | for U-Haul | Х | Х | Appraisal |
| 46 | AMERCO REAL | | 2943- | | | | | |
| | ESTATE | | 171- | | | | | |
| | COMPANY | 2949 NORTH AVE | 00-266 | MU-2 | U-Haul | Х | Х | Appraisal |
| 47 | CHAMPEDO | | 2943- | | Manufactur | | | |
| | CHAMBERS PEGGY J | 2953 NORTH AVE | 171- 00-032 | C-2 | ed Home Park | Х | x | WV+ |
| 48 | 1 2001 3 | 2900 NORTHAVE | 2943- | 0-2 | Taik | , , , , , , , , , , , , , , , , , , , | ^ | V V V 1 |
| 10 | | | 171- | | Residential | | | |
| | LOGANJACY LLC | 2955 NORTH AVE | 00-031 | C-2 | house | Х | Х | WV+ |
| 49 | | | 2943- | | | | | |
| | \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | 2955 1/2 NORTH | 171- | | Residential | V | | |
| F0 | YALE DAVID T | AVE | 00-030 | C-2 | house | Х | Х | WV+ |
| 50 | | | | | | | | |
| | | | | | Parking for | | | |
| | | | 2943- | | True Value | | | |
| | PEACHTREE | 2057 NODTH AVE | 171- | C 2 | Hardware | | x | Annraigal |
| | HARDWARE INC | 2957 NORTH AVE | 00-038 | C-2 | store | | ^ | Appraisal |
| | | | | | | | | |
| | | | 00.40 | | Parking for | | | |
| | DEACHTDEE | | 2943- | | True Value Hardware | | | |
| | PEACHTREE HARDWARE INC | 2959 NORTH AVE | 171- 00-039 | C-2 | store | | x | See above |
| | TITAL DVIAIL INC | 2000 NORTHAVE | 00-033 | 0 2 | 3.016 | | | See above |
| | | | 2943- | | True Value | | | |
| | PEACHTREE | | 2943- 171- | | Hardware | | | |
| | HARDWARE INC | 2963 NORTH AVE | 08-003 | C-2 | Store | Х | X | See above |
| 51 | LIVING STONE | | 2943- | | | | | |
| | CHRISTIAN | | 171- | | | | | |
| | FELLOWSHIP | 2971 NORTH AVE | 00-268 | C-2 | Church | Χ | Х | Appraisal |

SCOPE OF WORK July 18, 2024 City of Grand Junction - ROW Services for Project for North Avenue Enhanced Transportation Corridor

| ĺ | 52 | | | 2943- | | | | | |
|---|----|---------------|----------------|--------|-----|-----------|---|---|-----------|
| | | C R BROWN OIL | | 171- | | Pipe shop | | | |
| | | COMPANY | 2977 NORTH AVE | 00-047 | C-2 | (corner) | Χ | Χ | Appraisal |

The ROW services HDR will provide pursuant to this scope of work include: (i) obtaining and providing title commitments for fee and permanent easement acquisitions and Ownership and Encumbrance reports (O&Es) for temporary easement acquisitions along with vesting deeds; (ii) obtaining owner permission to enter for surveying, utility, and environmental investigation; (iii) assisting Muller and its professional land surveying (PLS) subconsultant in developing right of way plans and legal descriptions for the acquisition parcels needed, and obtaining CDOT approval of such ROW plans and legal descriptions; (iv) determining the just compensation of ROW parcels from each ownership and conducting appraisal reviews; (v) negotiating the acquisition of the ROW parcels from each ownership; and (vi) closing on the sale of such parcels. Note that Muller's professional land surveying (PLS) subconsultant is responsible for preparing and stamping the required ROW plans and legal descriptions along with staking the parcels on the ground for site inspection meetings.

HDR's ROW team will provide the work described in this document.

ROW TEAM RESPONSIBILITIES AND DUTIES

- Title Commitments and O&Es vesting deeds for ROW Parcels.
- Permission to Enter forms.
- Assistance with Development, and Approval by CDOT, of ROW Plans and Legal Descriptions.
- Valuation of ROW Parcels.
- Review of Appraisals.
- Site Inspections and Acquisition Negotiation for ROW Parcels.
- Closing on Purchase of ROW Parcels.

WORK PRODUCT

- ROW Schedule
- ROW Budget
- ROW Project Coordination
- Meeting Minutes
- Title Commitments
- O&Es and Vesting Deeds
- Permission to Enter forms.
- Appraisals and Waiver Valuations.
- Appraisal Reviews.
- Acquisition Files, including Offer Packets, Agreements, Conveyance Deeds, Easement Agreements, Negotiation Logs.

Requirements are further described in the sections that follow.

TABLE OF CONTENTS

This scope of work will consist of the following seven tasks:

- 1. ROW Project Management, Meetings and Coordination.
- 2. Title Services Obtain title commitments and O&Es and vesting deeds from a subconsultant title company.
- 3. Permission to Enter Obtain permissions to enter for surveying, utility, and environmental investigation.
- 4. Assistance with development and approval of ROW plans and legal descriptions.
- 5. Valuation and Appraisal Review appraisals and waiver valuations will be prepared for ROW parcels and appraisals will be reviewed.
- 6. Site Inspections and Acquisition Negotiation for ROW Parcels.
- 7. Coordinate Closings.

HDR seeks to avoid the need for the use of eminent domain on its projects, however it is sometimes needed to resolve an outlier. Eminent domain support is not a specific task, however if eminent domain were to be needed and approved by the City, HDR can provide support for the eminent domain but additional fee for such support will need to be negotiated.

TASK 1: ROW PROJECT MANAGEMENT, MEETINGS AND COORDINATION

Task 1.01 Project Records Set Up and Invoicing

Set up parcel files and tracking sheets. Prepare and provide monthly invoices.

Assumption:

Twenty (20) monthly invoices will be needed.

Task 1.02 Subconsultant Management

This task covers the negotiation and management of contracts with subconsultant title company and appraisers.

Task 1.03 ROW Kickoff Meeting

The ROW Team will conduct a ROW kickoff meeting with Muller and the City. The meeting will include coordination with Muller and the City Project Team on the ROW process and City procedures to be followed. The Project schedule and budget will be discussed at the meeting. An initial ROW Project schedule and budget will be prepared following the meeting. Forms to be used will be identified at this meeting. City approvals and approvers for the ROW process will be identified at this meeting.

Following the kickoff meeting, HDR will compile and send out minutes from the meeting.

Deliverables:

- One (1) meeting agenda
- Minutes from meeting

- Preliminary ROW Budget
- Preliminary ROW Schedule

Assumption:

- Kickoff meeting will be attended in person by one representative from HDR and virtually by another representatives from HDR.

Task 1.04 External Project Coordination Meetings

HDR and the City will meet as required to monitor progress on the ROW process, discuss issues and obtain required City decisions. Discussion items may include modifications to the schedule and budget, progress on the ROW phases (title commitments, PTE's, ROW plans and legal descriptions development and approval, valuation, acquisition negotiation and closings), review of acquisition tracking sheets, responses to counteroffers, strategies for challenging negotiations and other issues, and problem solving.

Following the coordination meetings, HDR will compile and send out minutes of the meeting.

Deliverables:

- Agendas for up to Twenty-eight (28) meetings
- Minutes for up to twenty-eight (28) meetings
- One (1) ROW project schedule, updated, as needed
- One (1) ROW project budget, updated as needed
- Acquisition tracking sheets

Assumption:

- Meeting will be held virtually with two representatives from HDR.

Task 1.05 Internal Coordination

This task is for HDR's tasks associated with managing the project. This task includes the ROW Team's internal coordination, internal ROW Team meetings, updating acquisition tracking sheets, updating the ROW Project schedule and budget, as needed.

TASK 2: TITLE COMMITMENTS

Task 2.01 Coordinate and Review Title Documents

Order and coordinate delivery of title commitments and O&E reports and vesting deeds for affected ownerships. Review title commitments for financial liens and other encumbrances relevant to the acquisitions.

Title Subconsultant Deliverable No. 1:

- ➤ Thirty-three (33) title commitments from subconsultant title company.
- > Twenty-four (24) O&E reports and vesting deeds for Temporary Easement only properties.
- Estimated fee for title work is \$23,010.00, consisting of:
 - \$650.00/commitments X 33 commitments.
 - \$65.00/O&E x 24 O&E reports

Assumptions:

- Thirty-three (33) title commitments and twenty-four (24) O&E reports will be needed. If more than
 thirty-three (33) title commitments and twenty-four (24) O&E reports are needed, additional fee
 may need to be negotiated.
- There are 57 total adjacent properties along the North Avenue Corridor. There is one parcel that appears to be owned by the City (assessor # 2943-074-69-000). An O&E report is being ordered for this parcel to confirm ownership. This parcel is not included in the 56 properties shown in Table 1 above. If a temporary easement is needed from this parcel, it will be valued with parcel 9 shown in Table 1.

TASK 3: PERMISSION TO ENTER

Task 3.01 Obtain Permission to Enter

Research property owner information and then coordinate, negotiate and obtain permission to enter forms for non-destructive surveying and utilities and environmental investigation for adjacent properties along the project corridor.

Deliverable:

Up to Fifty-two (52) permission to enter forms.

Assumptions:

Fifty-two (52) permission to enter forms needed from property owners. If more than Fifty-two (52) permission to enter forms are needed, additional fee may need to be negotiated.

TASK 4: ASSISTANCE WITH DEVELOPMENT AND APPROVAL OF ROW PLANS AND LEGAL DESCRIPTIONS

Task 4.01 Assist with Definition of Configuration and Type of ROW Parcels

Decisions concerning the configuration and type (fee simple (ROW), permanent easement and /or temporary easement) of ROW parcels to be acquired need to be made as the project design progresses. The City and Muller are responsible for such final decisions, however HDR can consult and advise the City, Muller and Muller's PLS on these parcel decisions. This task covers such HDR consulting.

Assumption:

- Note that Muller's PLS subconsultant is responsible for preparing and stamping the required ROW plans and legal descriptions. Pursuant to this task, HDR will only provide the services described above.
- Muller's PLS will be responsible for staking the parcels on the ground for site inspection meetings.

Task 4.02 Review of ROW Plans and Legal Descriptions

HDR will review and comment on draft ROW plans and legal descriptions, and assist with facilitation of CDOT review of the same, as needed. HDR's primary personnel for this task will be Greg Jamison, who has experience as a past CDOT ROW Manager prior to joining HDR, and Tony Pollack, who is a licensed PLS.

Assumption:

 Note that Muller's PLS subconsultant is responsible for preparing and stamping the required ROW plans and legal descriptions. Pursuant to this task, HDR will only review such ROW plans and legal descriptions.

Task 4.03 Assist with CDOT's Review and Approval Process for the ROW Plans and Legal Descriptions and Chief Engineers Cost Estimate (CECE)

HDR will assist the City, Muller and Muller's PLS in CDOT's review and approval of the ROW plans and legal descriptions for this Project, including assisting with the right of way plan review (ROWPR) meeting, and assembly and submittal of the formal ROW plans approval packet to CDOT. HDR will assist with the Chief Engineer's Cost Estimate (CECE) as part of the ROW plan approval process.

Deliverable:

CECE Comments

Assumption:

- Note that Muller's PLS subconsultant is responsible for preparing and stamping the required ROW plans and legal descriptions. Pursuant to this task, HDR will only provide the services described above.

TASK 5: PARCEL VALUATIONS AND APPRAISAL REVIEW

Task 5.01 Appraisals and Appraisal Review

HDR will retain qualified subconsultant appraisal firms to deliver twenty-two (22) just compensation appraisals. HDR will deliver drafts of such appraisals to the City for its review. HDR will concurrently submit such drafts to a subconsultant CDOT approved review appraiser for the appraisal review required by the CDOT ROW Manual. HDR will monitor the CDOT appraisal review process and encourage the appraiser and CDOT reviewer to timely complete a constructive appraisal review process so final appraisal reports and FMVs are issued. HDR will obtain input from the City and discuss with the appraiser requested changes for draft appraisals identified by the City and HDR. Final appraisals will be delivered after this process.

Subconsultant (appraisal company) Deliverables:

- Twenty-two (22) eminent domain appraisals.
- > Twenty-two (22) agency appraisal reviews and fair market value determinations (FMVs).

Assumptions:

- HDR assumed that an appraisal would be necessary for impacted properties with an estimated value of more than \$15K.
- The twenty-two (22) appraisals will be prepared in compliance with generally accepted standards of appraisal practice, the Uniform Act and CDOT policies and procedures.
- The twenty-two (22) appraisals will be reviewed by a CDOT approved review appraiser.
- This task assumes twenty-two (22) eminent domain appraisals and appraisal reviews. If additional appraisals or reviews are needed, additional fee for such appraisals or reviews will need to be negotiated.
- If the subconsultant CDOT approved review appraiser is not able to recommend an FMV based on the agency report, waiver valuation, or owner report, additional fee will need to be negotiated for the subconsultant review appraiser to become the appraiser of record to draft the FMV.

Task 5.02 Landowner Appraisal Review

Section 38-1-121, C.R.S. requires, for acquisitions with estimated values greater than \$5K, that landowners to be advised of their right to get an appraisal and have the governmental entity reimburse them for the reasonable value of the appraisal if certain conditions are met. If landowners notified of this right take advantage of it and submit appraisals to the City, HDR will submit such drafts to a subconsultant CDOT approved review appraiser for the appraisal review required by the CDOT ROW Manual. HDR will monitor the CDOT appraisal review process to determine if a new FMV should be issued. The results of the CDOT appraisal review will be considered by HDR in its recommendations to the City, as to whether the landowner appraiser's fee should be paid.

Subconsultant (review appraiser) Deliverables:

- ➤ It is estimated that 31 landowners will be advised of their right to get an appraisal pursuant to Section 38-1-121, C.R.S. It is assumed that twenty-three (23) of these owners will take advantage of this right and get an owner appraisal. Based on this assumption, there will be twenty-three (23) CDOT owner appraisal reviews. If more than twenty-three (23) CDOT owner appraisal reviews are required, additional fee may be needed.
- CDOT memorandums and FMVs, if applicable.

Assumptions:

- Section 38-1-121, C.R.S. requires landowners to be advised of their right to get an appraisal and have the City pay for it if certain conditions are met, for acquisitions with estimated values greater than \$5K. Landowners may or may not take advantage of this right. This task assumes 20 of the 31 owners with an estimated acquisition value of greater the \$5K will take advantage of their right to get an appraisal.
- This task assumes twenty (20) eminent domain appraisal reviews. If additional reviews are needed, additional fee for such reviews will need to be negotiated.
- The cost of landowner appraisals is not included in this HDR SOW and fee estimate and will be paid separately by the City.

Task 5.03 Waiver Valuations

Review market sales data to determine land values to be used in waiver valuations (used to be known as value findings). Prepare waiver valuations in compliance with City and CDOT requirements. Submit Waiver Valuations to the City for review and approval. Waiver valuations will be the basis for the offers made to the landowners.

Deliverables:

> Thirty (30) waiver valuations.

Assumptions:

Thirty (30) waiver valuations will be needed. This number may change as the design advances and ROW impacts are better defined. If more than thirty (31) waiver valuations are needed, additional fee will need to be negotiated.

TASK 6: ACQUISTION NEGOTIATION

Task 6.01 Preparation and Delivery of Acquisition Documents

Prepare and send notice of intent to acquires, offer letters, summaries of just compensation, final offer letters and additional correspondence as agreed to by the City and HDR.

Deliverables:

- Notice of intent to acquires.
- Offer packets.
- Additional correspondence and documents, as needed.
- Final offers, if required.

Assumptions:

- For consistency, the notice of intent to acquires and offer packets will be prepared on templates acceptable to CDOT for federal-aid acquisitions.
- Acquisition negotiations from fifty-two (52) ownerships will be needed. This number may change
 as the design advances and ROW impacts are better defined. If acquisitions from more than fiftytwo (52) ownerships are needed, additional fee will need to be negotiated.

Task 6.02 Conduct Acquisition Negotiations

Negotiate consensual agreements for the acquisition of property rights based on waiver valuations and appraisals, as applicable.

Deliverables:

- > Signed settlement agreements.
- Justification for administrative settlements and other City required settlement forms.
- Negotiation logs.

Assumptions:

- Acquisition negotiations and site inspections from fifty-two (52) ownerships will be needed. This number may change as the design advances and ROW impacts are better defined. If acquisitions from more than fifty-two (52) ownerships are needed, additional fee will need to be negotiated.
- Up to four substantive contacts with landowners and up to two months of good faith negotiations.
- If an agreement cannot be reached on the negotiation, the matter will be discussed with the City. If the City determines that it will resolve the acquisition through condemnation, HDR will prepare and submit a condemnation packet to the City (see Task 7 below for additional assumptions).

Task 6.03 File Maintenance, QA/QC Review and Submittal

One digital file will be maintained by HDR for each acquisition. At a minimum, the file will contain: the notice of intent to acquire, appraisal or value finding; offer letter; closing documents; typed and signed negotiation logs of contacts with owners; and the related correspondence regarding the parcel acquisition. Upon completion of each acquisition, files will be finalized, QC'd and delivered to the City.

Deliverables:

- Final files digital copy.
- Original signed documents obtained during negotiations including FMVs, Memorandum of Agreements, relocation determinations, Temporary Easement Agreements, and applicable vesting documents (QCD, WD, SWD).

Assumptions:

- Fifty-two (52) final files will be needed.

TASK 7: CLOSINGS

Task 7.01 Coordinate Closings with Title Company or Prepare Condemnation Package for Attorneys

Coordinate closings with subconsultant title company. If an agreement cannot be reached on an acquisition negotiation, the matter will be discussed with the City. If the City determines that it will resolve the acquisition through condemnation, submission of a condemnation packet will be a substitute for the closing coordination. HDR will close the acquisitions of the temporary easement only acquisitions.

Deliverables:

- Closing packets and final signed and recorded agreements from closings. Thirty-two (32) title company closings are anticipated.
- Title insurance policies.
- Closing packets and final signed agreements from closings of temporary easement only acquisitions. Twenty (20) HDR closings for TE only acquisitions are anticipated.
- Substitution of a condemnation packet for negotiations that cannot be resolved by consensual agreement, which the City authorizes condemnation.

Assumptions:

- This SOW and fee estimate do not include tasks and fees for participation in condemnation proceedings. If the City authorizes condemnation on the acquisition and additional ROW services are needed from HDR to support the condemnation, additional SOW and fee for such services will be negotiated.
- Closings of acquisitions from thirty-one (31) landowners through the subconsultant title company will be needed. If more than these indicated are needed, additional fee will need to be negotiated.
- For closings conducted by the Subconsultant Title Company, the City will pay all Subconsultant Title Company's closing fees, including recording fees, costs associated with lien releases, if any, and the cost of title insurance policies.
- Subconsultant Title Company will be responsible for obtaining lender authorization forms and releases or subordinations of financial liens.

SCOPE OF WORK July 18, 2024 City of Grand Junction - ROW Services for Project for North Avenue Enhanced Transportation Corridor

ROW PROJECT SCHEDULE

The specific ROW Project Schedule will be developed between HDR, Muller and the City after the notice to proceed.

MULLER ENGINEERING COMPANY PROJECT FEE ESTIMATE



CLIENT: City of Grand Junction

PROPOSE UTILITY to the Assess Enhanced Transportation Corridor

PROSECT North Assess Enhanced Transportation Corridor

PROSECT North Assess Enhanced Transportation Corridor

OHERORISON Host No. No. 10.000 PROPOSED UTILITY EET \$ 1,546,537

| | | | | | | | | | | LABO | R (HOURS |) | | | | | | | | | SUB | CONSULTA | INTS | | | | EXF | ENSES | | | | TOTALS | | |
|-----------------------|--|---|---|-------------------------------------|--------------------------|--|---|---|---------------------|----------------------------------|------------------------------------|---------------------------|--------------------|--------------------------|----------------|--------------------|--|-------------------------|-----------------------|--|---------------------------|--|--------------|---------------|------------------|---------|--------------|------------------|----------|--|--|---------------------------------------|---|----------------------------|
| PHASE NO. | : ITEM DESCRIPTION | Staff Member Last Marne >> | Project Manager 7H S | Project Manager 61. | Dasign Engineer 3 eagl | Project Manager 8L Annual Hou | Design Engineer 3 | Design Engineer 1 sau | CAD Manager author | Technician/CADD Operator 2 🙎 | Environmental Planning St. Menager | Environmental Planner 2 3 | Project Accountant | Comptell softeness (SIS) | GIS Analyst | Project Manager 7H | Project Manager GL. | Project Engineer SL & | Design Engineer 1 age | Clerton Dig Studio | Farnaworth Cobe and Boson | THE STATE OF THE S | Rockeol | Western Water | Ped count Vendor | DBLNERY | REPRODUCTION | TRAVEL | LODGING | TIME (HOURS) | UBOR COST | SUBCONSULTANTS | EXPENSES | SUBTOTAL |
| Task 1 | | 2024 Billing Rate>> | \$228 | \$195 | \$146 | \$196 | \$145 | \$118 | \$176 | \$106 | \$228 | \$146 | | \$154 | \$138 | \$228 | \$196 | \$173 | \$118 | | | | | | | | | | | | | | | |
| | Project Management and Administration QA/QC | | 13 16 | | | 26 16 | | | 30 | | | | 20 | | | | | | | \$ 6,000 \$ 7,668 | \$ | | | | | | | | | 62 | \$ 10,840 \$ \$ 12,084 | 17,474 | \$ \$ | 28 12 |
| Task 2 | 30% Design | SUBTOTA | L 29 | - 0 | - 0 | 42 | • | - 0 | 30 | 0 | | -0 | 20 | -0 | • | 0 | 0 | -0 | • | \$ 6,000 \$ 7,668 | \$ | 3,806 | - 5 | - 5 | - 5 | 1 | \$ - \$ | - 5 | - 5 | 121 | \$ 22,904 \$ | 17,474 | \$ | 40 |
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| L M | 12. Section 4(f) Evaluation 13. Noise 14. Hazandrous Materials 15. Environmental Justice 16. Visual Resources Landscape Design Lighting 50% Design | SUBTOTA | . 77 | 113 | 189 | 112 | 155 | 329 | 0 | 238 | 4 4 | 6 6 | 0 | | 6 6 | 28 | 84 | 115 | 136 | \$ 57,820 \$ 13,600 \$ 13,600 \$ 57,820 \$ | 200,000 \$ 5 | 54,391 | \$ 25 | (949 \$ 29,47 | 77 \$ 3,000 | 0 s - | s - \$ | 860 \$ | 1,900 \$ | 22 | \$ 2,616 \$ 3,540 \$ \$ \$ \$ \$ \$ | 57,820 13,600 384,237 | \$ \$ \$ \$ \$ \$ | |
| A B C/O E F G H I J | Makifagi Progress meetings (12) FCR Nakatrag USB/Invigision Coolf & Delega Diarrages/Schmisster / Ingation Engineering Tartifa Engineering Makifarodi Delega Curc Ramp Destgn Makifarodi Design Environmental Environmental Landicage Design Landicage Design Landicage Design | | 12 12 | 12 88 | 6 164 | 12 12 12 24 36 24 16 | 12 48 72 48 40 | 108 144 80 80 | | 60 60 80 96 64 64 | 2 2 | 8 | | | | 10 | | 70 | 90 | \$ 17,335 \$ 24,900 \$ 24,900 \$ 17,335 | \$ | 3,713 | . 4 | • | * | | | 287 \$ | 400 \$ | 312 270 260 348 216 200 10 | \$ 15,206 \$ 7,440 \$ 47,552 \$ 39,210 \$ 32,936 \$ 44,736 \$ 27,936 \$ 25,200 \$ 1,624 \$ 25,200 \$ 1,624 \$ 5 | 842 3,713 17,335 24,500 | \$ 637 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | 4 3 4 2 2 2 |
| A B C D | | SUBTOTA SUBTOTA | 6 | 6 20 26 | 3 33 41 | 6 2 10 18 | 3 4 20 27 | 4 60 64 | 0 | 20 40 60 | 0 | 2 | 0 | 0 | 10 10 | 8 8 | | 3 18 21 | 8 | \$ 14,090 \$ 13,545 \$ 14,090 \$ 13,545 | - \$ | \$ 46 \$ 46 | 90,410 | · \$ | - \$ | | \$ - \$ | | . \$ | 35 78 10 216 | \$ 6,583 \$ 11,588 \$ 1,448 \$ 29,510 \$ \$ 49,129 \$ | 27,605 | \$ \$ \$ \$ | , |
| Task 6 A B C | Construction Services Meetings Design Support During Construction As-Builts | SUBTOTAL TOTAL HOURS TOTAL LABOR TOTAL EXPENSES TOTAL FEE | 2 12 4 1 18 154 \$ 35,11 | 12 8 20 259 2 \$ 50,784 | 400 1 \$ 58,400 | 2 12 8 22 318 \$ 62,328 | 12 8 20 422 \$ 61,612 | 811 \$ 96,698 | 30 3 \$ 5,200 \$ | 722 i 78,532 | 18 \$ 4,104 | 51 \$ 7,446 | 20 \$ 2,790 \$ | 8 8 1,232 \$ | 52 7,176 \$ | 46 10,488 \$ | 2 12 8 22 190 37,240 \$ | 212 36,676 | 262 \$ 30,916 | \$ 6,640 \$ 6,250 \$ 6,640 \$ 6,250 \$ \$ 68,200 \$ 102,618 \$ | 200,000 \$ (| 12,752 \$ 46 | 90,410 \$ 25 | 949 \$ 29,41 | 77 \$ 3,000 | 0 \$ - | \$. \$ | 1,147 \$ | 2,200 \$ | 36 102 3875 | \$ 1,240 \$ 11,544 \$ \$ 6,784 \$ 19,568 \$ \$ 583,784 \$ \$ | 12,890 | | 3 |



Request for Proposal RFP-5383-24-DD

North Avenue Enhanced Transportation Corridor Design Services

RESPONSES DUE:

June 13, 2024, Prior to 2:00pm

<u>Accepting Electronic Responses Only</u>
<u>Responses Only Submitted Through the Rocky Mountain E-Purchasing System</u>
(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 <u>MUST</u> 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@gicity.org 970-256-4048

Section

REQUEST FOR PROPOSAL

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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 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 <u>City of Grand Junction Purchasing Manual</u> 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:

<u>Solicitation Opening North Avenue Enhanced Transportation Corridor Design Services</u> <u>RFP-5383-24-DD</u>

June 13, 2024, 2:00 – 2:30 PM (America/Denver)

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- **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.

Already Complete Tier 1 – Complete End-to-End Trail on One Side • 12th Street to 23rd Street - both sides • 1st to 12th Street - south side 23rd Street to 28 ½ Road – north side • 29 1/2 Road to I-70B - south side Currently Advancing • 28 1/2 Road to 29 Road - north side Tier 2 – Complete Remaining Missing Segments 29 Road to 29 ½ Road – south side • 1st to 12th Street - north side TAP Funding 23rd Street to 29 Road – south side • 29 Road to I-70B - north side Funded Sections Rd 1/2"Rd 29 S 283 North Ave 1-70B Locations funded by MMOF and Transit Funding NORTH AVENUE North Avenue Multiuse Trail Buildout Prioritization Already Complete Tier 1 Priority Currently Advancing Tier 2 Priority North Avenue Enhanced Transit Corridor Improvements **Location Map**

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). <u>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.</u>
- **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@gicity.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@gicity.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 1/2 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-ofway 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 <u>both</u> 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 <u>general</u> 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

<u>Appendix H-3 North Avenue 28.5 Rd to 29.5 Rd Multi Use Path Drainage</u> Memorandum

Grand Junction Pedestrian and Bicycle Plan

4.6 RFP Tentative Time Schedule:

Request for Proposal available

Non-Mandatory Pre-Proposal Meeting

Inquiry deadline, no questions after this date

Addendum Posted

Submittal deadline for proposals

City evaluation of proposals

Interviews (if required)

Final selection

City Council Approval

Contract execution

Services begins no later than

CDOT Design Scoping Meeting

• CDOT Field Inspection Review (30%)

CDOT Right of way plan review

ROW acquisition process start

CDOT Final Office Review (90%)

• Construction documents

ROW acquisition complete

• Advertise for Bids

Open Bids

Construction Contract Award

May 9, 2024

May 24, 2024, 10:00 AM

June 3, 2024

June 5, 2024

June 13, 2024

June 14-20, 2024

June 25, 2024

June 28, 2024

July 17, 2024

July 24, 2024

August 5, 2024

August 19, 2024

November 4, 2024

November 18, 2024

December 2, 2024

May 23, 2025

July 18, 2025

October 31, 2025

November 14, 2025

December 19, 2025

January 7, 2026

4.7 Questions Regarding Scope of Services:

Dolly Daniels, Senior Buyer dollyd@gicity.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: <u>Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (wwwbidnetdirect.com/colorado).</u>

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 <u>clearly indicate the Proposer's ability to provide the Services.</u>

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):

The following collective criteria shall be worth 100%

- 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 Co Specifications, and other Contract Documents. | onsultant acknowledges receipt of Addenda to the Solicitation, 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 |



NOTICE OF AWARD

Date: August 20, 2024

Company: Muller Engineering Company

Project: North Avenue Enhanced Transportation Corridor Design Services RFP-5383-24-DD

You have been awarded the City of Grand Junction Contract for the North Avenue Enhanced Transportation Corridor Design Services. (RFP-5383-24-DD) for a Not-to-Exceed amount of **\$1,566,537.00**.

Please notify Trenton Prall, Director of Engineering and Transportation at 970-256-4047 or trentonp@gicity.org for project scheduling, and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract, Bonds and Insurance Certificate, as per the Contract Documents.

CITY OF GRAND JUNCTION, COLORADO

| Docusigned by: | | | |
|--|--------|------------|----------|
| Duane Hoff Jr., Contract Administrator | - Citu | 1 of Grand | Junction |

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

| Company: | Muller Engineering Company, Inc. | |
|----------|----------------------------------|--|
|----------|----------------------------------|--|

Signed by:

By: A. Gray Clark

4457756D711C45F...

Title: President

Date: 8/20/2024



North Avenue Enhanced Transportation Corridor

Design Services





June 13, 2024

Trent Prall, Engineering and Transportation Director City of Grand Junction 244 North 7th St Grand Junction, CO 81501



Nate Algoe, PE Project Manager **P** | 303 -246-3517 E | nalgoe@mullereng.com

7245 W Alaska Dr. STE 300, Lakewood, CO 80226

Re: RFP-5383-24-DD North Avenue Enhanced Transportation Corridor Design Services

Dear Trent Prall, Dolly Daniels, Duane Hoff, and Members of the Selection Committee,

Muller Engineering Company (Muller) understands the importance of this pivotal project that will reshape mobility along North Avenue and enhance the safety and experience for Grand Junction residents. Through our partnership with Fehr & Peers and HDR, we will provide the City of Grand Junction (City) with the combined skills and experience needed to deliver a project that meets your vision. We are excited at the opportunity to propose on this project, with the rare and wonderful chance to be engaged on a project from planning, to design and through construction.

Above all we will bring:

Invaluable Familiarity With the Project Area: North Avenue serves as a vital arterial through the heart of Grand Junction. Over the last five years, the City and Grand Valley Transit completed transportation planning and improvement projects on the corridor aimed at making it safer and more friendly to pedestrians, bicyclists, and transit users. To date, members of the Muller team have played a critical role in this work. Nate Algoe, our Project Manager, previously managed the concept design of the North Avenue Enhanced Transit and Multimodal Improvements Project in collaboration with Fehr & Peers. Patrick Picard with Fehr & Peers managed that project and the recent Pedestrian & Bicycle Plan for the City. Muller also delivered the recent North Avenue resurfacing and traffic signal projects for CDOT. Our team's familiarity with the project corridor and your goals and vision will be invaluable in ensuring the project's success, providing you with a team that has a unique understanding of the corridor's challenges and opportunities.

Local Agency Experience: We have ample experience navigating the CDOT local agency clearance process on 72 previous projects. We understand CDOT's expectations for construction documents, right-of-way plans, utility agreements, and environmental clearances, and we will manage it effectively. Our team has the knowledge to anticipate clearance related risks, and establish processes to minimize those risks. We will work as your advocate with the trust of CDOT, representing your interests while also meeting the requirements of the various grants used for the project.

The Right Team: Muller has a history of working with our teaming partners HDR and Fehr & Peers, and our professional trust in each other will translate into a seamless project team for the City. Muller is the right firm to deliver a high quality design while navigating the CDOT local agency process, HDR is the right firm to manage the ROW process, and Fehr & Peers is the right firm to provide continuity in the mobility design for the City and carry forward Grand Valley Transit's vision for the corridor.

We are excited to continue our teaming relationship and look forward to the opportunity to bring our expertise, dedication, and innovative solutions to your project. We agree to all requirements herein via submission of our proposal. We acknowledge receipt of Addendum 1 on 5/21/24 and Addendum 2 on 6/5/24.

Sincerely,

A. Gray Clark, PE

Signatory for all contracts/commitments on behalf of Muller

President

Project Manager

Principal point of contact

Beth agre

Nate Algoe, PE

Qualifications / Experience / Credentials



Muller Engineering Company (Muller) is an employee-owned civil engineering consulting firm located in Lakewood, Colorado. We provide engineering design, program management, environmental planning, and construction management services for projects in transportation, traffic and safety, stormwater and floodplain management, water and wastewater utilities, and structural and bridge design, primarily in the public sector.

Since our founding in 1980, Muller has grown to more than 146 employees committed to delivering a successful, context-sensitive projects that incorporate meaningful stakeholder involvement, innovative design, and minimal environmental impacts. Our passion for engineering excellence and innovative project concepts will provide you with sensible, creative, and cost-effective solutions that address the needs of the City.

Qualifications & Credentials Relevant to This Project

Unmatched Corridor Knowledge

Our previous knowledge of the technical aspects and vision for the North Avenue corridor make us uniquely qualified to help the City implement the vision on this project. As a subconsultant to team member Fehr & Peers, Nate Algoe led the existing conditions assessment and concept plans for a multiuse path on both sides of North Avenue for the length of the corridor, followed by the 30% design plans for part of the selected segment. In addition to concept plans, Muller assessed and documented the costs and benefits of implementing a new Transit Signal Priority System for Grand Valley Transit. For CDOT Region 3, Muller also completed design work for a resurfacing and traffic signal replacement project on the corridor which included median improvements that enhanced access control and corridor safety. While managing the previous study, Patrick Picard was involved in facilitating establishment of the corridor goals and vision, which led to the selection of this corridor being designed. Patrick Picard also recently led the development of the City's Pedestrian & Bicycle Plan and updates to the Transportation and Engineering Design Standards (TEDS).

Local Agency Experience

As previously mentioned, **Muller has navigated the CDOT local agency clearance process for environmental, ROW, and utilities on 72 projects.** Because our team consists of 23 transportation, 15 traffic/ITS, 10 structures, 39 stormwater, and 3 environmental professionals in-house, we are in an ideal position to meet project goals and objectives on time and within budget. Once an approach is set during conceptual/schematic design, Muller uses a well-orchestrated, interactive process that furthers stakeholder coordination, while concurrently managing permitting clearance work and ROW acquisition.

We have structured our team (described in more detail on the following page) to have an expert lead their respective areas of the local agency clearance. Nate will manage the overall effort, and lead the traffic operations, traffic safety, and Systems Engineering Analysis (SEA) approvals. Bobby Van Horn, our design lead, will lead the design approval. Kelly Maiorana will be responsible for the Environmental clearance. Jeff Wulliman will see the Utility Clearance through to completion.

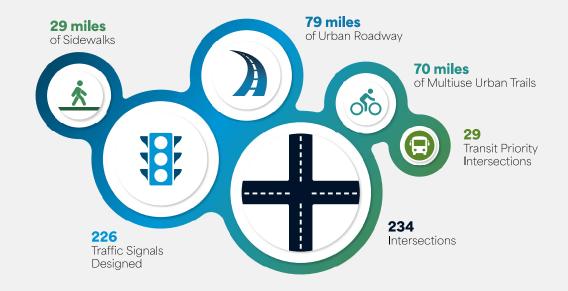
The Right Skill Set

Our team represents a strategic blend of essential skills tailored for the success of this project. We are passionate about delivering projects that enhance public safety and promote multimodal connectivity. Patrick Picard with Fehr & Peers managed the precursor planning project and has recent experience with the Pedestrian & Bicycle Plan and TEDS manual. He will continue in that role on this project, with a keen eye toward safety and mobility and use his knowledge to inform and improve Muller's design. Jason Miller with Fehr & Peers is the right person to lead the transit aspects of this project, and carry forward the vision that Fehr & Peers helped establish during the previous planning study.

HDR is a teaming partner that is critical to meeting the project schedule. Their familiarity with Grand Junction and CDOT ROW acquisition processes is critical to the success of the project. Because of the amount of irrigation that may be impacted on the corridor, we teamed with a local firm, Western Water and Land, Inc, to support irrigation design and modification. Bruce Smith with Western Water is leading irrigation coordination and design on Muller's US 6 and Elberta Avenue Intersection Project in Palisade for CDOT Region 3. Farnsworth has a strong presence and experience on the western slope, and our long teaming history with Clanton will lead to successful lighting and electrical design.

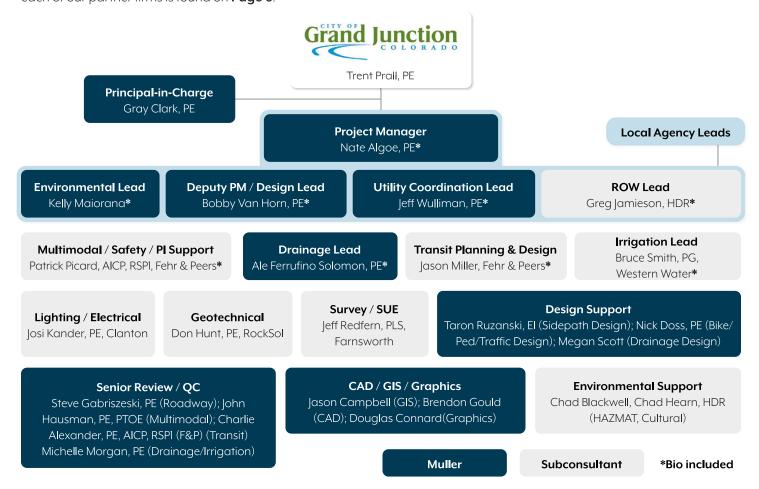
This strong team will be led by Nate Algoe and the other key team members described in more detail below. The leads in Environmental, Design, Utility Coordination, and ROW will support Nate by leading their respective discipline's CDOT Local Agency requirements. We will handle all other aspects of the design in-house.

In the last 5 years our experience has included:



A Strategically Chosen Team

Muller understands the requirements to successfully complete the North Avenue Enhanced Transportation Corridor Design Services project. We strategically chose to team with Fehr & Peers on this project due to our previous collaboration on the North Avenue Enhanced Transit and Multimodal Improvements Project for Mesa County. We also partnered with HDR because of our prior project collaboration, their extensive knowledge of ROW and agreements processes, and their established relationship with the City and the CDOT ROW manager. Other partners that we will collaborate with on this project are Western Water, Farnsworth, Clanton, and RockSol. Information on our key personnel is located on the following pages. More information about each of our partner firms is found on **Page 6**.



Key Personnel

Nate Algoe, PE (Muller)

Project Manager

Nate brings his extensive experience managing urban transportation projects, with expertise in traffic engineering and transportation technology. He successfully managed state and federally funded projects, efficiently navigating CDOT's process, and delivering results on time for local agency projects. He served as Project Manager on Muller's portion of the work with Fehr & Peers on the North Avenue Enhanced Transit and Multimodal Improvements Project for Mesa County. He led stakeholder engagement related to Muller's scope during the Technical Team monthly meetings, participated in the project field walk with project stakeholders, led the development of the side-path conceptual and 30% design, and led development of the Transit Signal Priority (TSP) feasibility study. As Project Manager on this project, Nate will make sure we meet project delivery, scheduling, staffing, and contracting expectations. He will work with our discipline leads and our partners to review resources

required to meet the design schedule. Nate will be committed for the duration of the project.

Bobby Van Horn, PE (Muller)

Deputy PM / Design Lead

As a former engineer at CDOT, Bobby understands the intricacies of the local agency process and will apply his experience to this project. He has a proven track record of designing roadways, trailhead parking areas, multi-use trails, and pedestrian facilities. Bobby served as Project Engineer for the roadway and sidewalk/trail elements of the North Avenue Enhanced Transit and Multimodal Improvements Project for Mesa

County. Bobby will lead a design that meets the City's and Grand Valley Transit's vision while meeting CDOT's expectation and design standards, improving the ability to clear the Local Agency Process. Bobby is an emerging leader at Muller and will serve as the deputy Project Manager on this project, which provides efficiency and backup for Nate.

Kelly Maiorana (Muller)

Environmental Lead

Kelly's local agency project experience provides her unique understanding of community goals while complying with state and federal regulations. She understands the intricate balance of involving all the stakeholders along the corridor while making sure they have the right information at the right time to make decisions or provide feedback that is beneficial to the project. She has managed and prepared all levels of NEPA and corridor planning documentation. Over the last several years, Kelly has worked on 50+ CDOT projects, most of them consisting of blended teams with environmental and design staff. Kelly helped guide the Havana Street Transit Improvements project through the CDOT Local Agency process, which included preparing

the documentation to support the CDOT Categorical Exclusion (Form 128). She also led the CDOT environmental clearance and permitting process for the West Colfax Pedestrian and Transit Improvements in Denver.

Jeff Wulliman, PE (Muller)

Utility Coordination

Jeff Wulliman is Muller's in-house utility coordination expert, and will lead coordination of utility relocations on the North Avenue Corridor. Jeff has successfully led utility coordination on four major alternative delivery (CM/GC) CDOT projects whose construction schedules required multiple concurrent expedited relocations. Jeff's experience has taught him that completing utility relocates on time requires strong rapport, communication, and a strong understanding of both CDOT's and utility owner's internal processes, and he brings this experience to the North Avenue Project. Jeff and his team view each relocation as its own Project, requiring consideration of its scope, schedule, budget, ROW, permits, risk, and priority within the overall program.



Greg has 24 years of experience effectively managing the ROW process, including 9.5 years at HDR. He was a former CDOT ROW Manager responsible for CDOT's federal-aid program for local agencies in the Denver metropolitan area. Greg and his team specialize in working with their clients to analyze, plan, and implement cradle to Grave ROW processes to timely deliver ROW consistent with federal requirements to meet construction deadlines.

Patrick Picard, AICP, RSP1 (Fehr & Peers)

Multimodal / Safety / Pl Support

Patrick has 13 years' experience developing and managing multimodal transportation planning efforts throughout the western United States. He balances a strong ability to complete technical analysis with public speaking, writing, and presentation skills, which makes his recommendations comprehensible to planners, engineers, the public, and decision makers. Patrick is one of the Colorado Transit Practice leaders

for Fehr & Peers. He has managed numerous transit planning and multimodal projects across Colorado and the West, including the award-winning North Avenue Enhanced Transit Corridor Study and the Grand Junction Pedestrian & Bicycle Plan and TEDS Manual Update. Patrick is a certified Road Safety Professional and can provide expertise to the team when making design decisions that may impact transit operations, bicycle and pedestrian connectivity, safety, and traffic operations.

Ale Ferrufino Solomon, PE (Muller) Drainage Lead

Ale is experienced in hydrologic and hydraulic design, including stormwater structures, culverts, storm drains, and bridge hydraulics. She developed Stormwater Management Plans and Erosion Control Plans for CDOT and multiple municipalities and is proficient in MS4 permits and compliance. Ale is serving as a hydrology and hydraulics lead on the CO 119 Safety and Mobility Project for CDOT Region 4, and served as a drainage engineer on the North Avenue Enhanced Transit and Multimodal Improvements Project for Mesa County.

Jason Miller, Principal (Fehr & Peers) Transit Planning & Design

ransii Planning & Design

Jason is a transportation professional with over nineteen years of career experience planning, developing, and implementing effective multimodal transportation and transit solutions. Jason has worked on a wide range of transit projects that have included advanced and emerging mobility studies, microtransit, and bus rapid transit strategies, transit route and development plans that have incorporated creative first/

last mile solutions, transit technology plans with smart infrastructure and real-time customer information, and integrated transportation infrastructure development plans with bicycle and pedestrian elements and wayfinding. As a former regional transportation authority director, Jason is passionate about planning implementable transportation solutions that facilitate stronger, more connected communities. He is a strategic thinker who can put ideas into plans as well as a skilled collaborator who builds community consensus. Jason led development of the bus stop design and amenities section of the North Avenue ETC Study.

Bruce Smith (Western Water & Land)

Irrigation Lead

Bruce, owner of Western Water & Land, Inc. since 2001, leads environmental investigation projects focused on groundwater, surface water, and irrigation. He manages water resource projects, including irrigation system assessments for roadway improvements, and oversees compliance with various regulations in energy and mining industries. He will lead irrigation coordination on this project.

An Added Benefit to Our Team: Subconsultants

Subconsultant

Why this Firm?

Years worked with Muller



Environmental Support / ROW

Expertise in ROW and environmental services. Valuable insights and familiarity with the community through previous experience working with the City under their on-call contract. Familiarity with Grand Junction and CDOT ROW acquisition processes.

17

FEHR PEERS

Multimodal / Safety / PI Support / Transit Design

Extensive experience in managing planning projects for the City, including the precursor planning project for this design project, the subsequent Bike and Pedestrian Plan, and the TEDS Manual update. Bring an understanding of the established vision for this corridor.

14

Farnsworth

Survey/SUE

Specializes in land surveying, Subsurface Utility Engineering (SUE), and federally funded projects. Strong presence on the Western Slope. Strong Muller teaming partner who has supported our team on nine CDOT Region 3 projects, four in Grand Junction/Mesa County.

23



Geotechnical

Has a current geotechnical on-call with the City and understands City requirements, and a depth of CDOT experience enabling them to support this project. They operate state-of-the-art materials testing laboratories accredited by AASHTO, with the Thornton laboratory validated by the US Army Corps of Engineers.

13



Irrigation

Based in Grand Junction with hands-on knowledge of the irrigation systems and owners that will be impacted by this project. Offers over 19 years of expertise in hydrologic and geologic sciences, providing cost-effective, high-quality solutions to technical and regulatory issues throughout the Rocky Mountain region with a commitment to technical excellence and professional ethics. Currently working with Muller on the US 6 and Elberta Avenue intersection improvements in Palisade.

1



Lighting/Electrical



Recent local experience (I-70B in Grand Junction, and US 6 Clifton to Palisade) and trusted teaming history with Muller. 40+ years of experience designing transportation lighting and electrical projects in Colorado. The firm's experience includes writing the CDOT Lighting Design Guidelines.

20

Relevant Prior Experience

Our team has significant prior experience with similar projects as highlighted in the table below. More information on these projects can be found in our references section, beginning on **Page 15**.

| Relevancies | *0 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|----|---|----------|----------|---|---|----------|
| Experience in North Avenue Enhanced Transportation Corridor | • | • | | | | • | |
| Sidewalk/Trail Design | • | • | • | | • | • | |
| Urban Roadway Plans | • | • | ② | Ø | • | • | |
| Transit Stops/Amenities | • | | ② | | • | | |
| Construction Phasing/Traffic Control Plan | | • | • | ② | • | | |
| Stormwater Management Plan | • | • | ② | Ø | • | | |
| SUE/Utility Coordination | | • | ② | ⊘ | • | | |
| Right-of-Way Survey/Plans | | • | | Ø | • | | |
| Right-of-Way Acquisition/Relocation | | • | | Ø | • | | ✓ |
| Federal Funding/CDOT Local Agency Oversight | • | • | ⊘ | Ø | • | | ✓ |
| Public/Stakeholder Involvement | | • | ② | ⊘ | • | | |
| Permits | | • | • | ⊘ | • | | |

* Legend - Relevant Projects

- North Avenue Enhanced Transit and Multimodal Improvements
- US 6 North Avenue Resurfacing and US 6B and I-70B North Avenue Traffic Signal Replacement
- 3 Havana Street Transit Improvements

- 4 West Colfax Pedestrian and Transit Improvements
- 6 CO 119 Multimodal Corridor
- Grand Junction Pedestrian & Bicycle Plan/ Transportation & Engineering Design Standards (TEDS) Manual Update
- 7 ROW Services for US 6C Clifton Phase 1

Strategy and Implementation Plan



Project Understanding / Objective

Our team is ideally equipped to carry forward the City and the Grand Valley Transit vision for the corridor. Being part of the team that led the previous stakeholder group and through the Enhanced Transit Corridor Study, we know more than the words from the vision statement; we know the work and discussions that went into defining that vision: **Safety. Mobility. Access.**

Business. Vibrancy.

Improving North Avenue is crucial as it will enhance transit accessibility, safety, and community engagement, aligning with the City's vision for a sustainable and efficient transportation system. The City's dedication to this project demonstrates its commitment to meeting the needs of the community. Stakeholders in the previous study identified this project area due to the high percentage of missing and discontinuous sidewalks, combined with a high need for transit users to be able to safely access locations such as the Workforce Center and Mesa County Human Services.

This project, and the funding the stakeholders worked to secure, is an opportunity to complete another segment of North Avenue to the stakeholder and community vision, similar to the stretch of the corridor from 12th to 23rd. The project will be a catalyst to firmly establish the transit vision for all of North Avenue, while putting into practice specific improvements in the project area that will increase rider comfort, optimize stop locations if desired, and provide safe, enhanced transit stops.

Muller often conducts **Engineering Excellence Reviews** with senior technical experts (from inside and outside the team) who collectively review the problem statement, constraints, and opportunities, and then either confirm the design solution or identify other approaches to consider.

Although our team has a good understanding of the City's and Grand Valley Transit's objectives for this project, due to the amount of time that has passed, Nate requested an Engineering Excellence Review of the previous 30% design and cost estimate to demonstrate our commitment to improving on previous work. John Hausman, PE, PTOE (a multimodal subject matter expert and Traffic Team Lead) and Nancy Lambertson, PE, PTOE (Muller Principal and Transportation Group Manager), who were not part of the original project, reviewed the 30% plans package our team previously produced. **Key things they identified that we will consider as part of the upcoming design if selected are:**

Cost Estimate

1) Cost Escalation & Inflation

We will consider adjustments for inflation, reviewing the past two years of CDOT cost data to identify items that appear to be a high risk for increase.

2 Erosion Control

Assigning 5% to Erosion Control/ Landscaping is likely low, due to the landscaped park strip and CDOT erosion control requirements.

3 Traffic Control

This may increase to account for ADA/ Access requirements, either with the need for temp sidewalks/ped detours and due to the increased transit scope and the need to keep stops operational during construction.

Design

1 Utilities

We will identify the need for water meter resets early to estimate potential costs.

2 Driveways

There are around 50 business access driveways to cross in new path areas – we will have early discussions about details of how those crossings are designed.

3 Existing Ramps

The previous project did not re-design any existing curb ramps, but they should all be assessed to see if they can be better aligned to serve a multi-use path.

4 Chase Drains

We will confirm that this approach is acceptable. It is an existing condition that was previously matched but will need to confirm that it meets the current goals for this multi-use path.

5 Transit

For existing transit stops and any proposed upgrades, check against ADA guidelines and recommend improvements if necessary. Balance the risk of scope expansion due to retro-fit related constraints.

On the following page's graphic, we identify critical issues and opportunities along the corridor. These strategies come from our understanding of the previously designed area and our recent detailed review of the areas to be carried forward through final design.



the Mesa County real property group on specific requirements for those properties. C This project will build the permanent "entrance" into the North Avenue Enhanced Transit Corridor. We will carefully consider the permanent and future tie ins for the

unincorporated Mesa County. Our ROW team will take this into account and work with

On the east end of the corridor, there are numerous impacted properties in

path on the north and south side of North Avenue. The Pedestrian & Bicycle Plan identified a future trail south of I-70 B, and will consider connections to that future trail.

From our previous experience, we know the City has identified property owners who are enthusiastic about the project. We will leverage those previous discussions to assist in advancing the design.

 Muller previously completed an existing conditions analysis and impact assessment of North Avenue from 28 ½ Road to 29 ½ Road in 2022. At the time, there were several properties known hazardous material and historic properties along the corridor. There is one officially eligible historic resource at the corner of North Avenue and 29 Road. North Avenue (US 6) is also a known historic linear resource. The design will make an early assessment of risk to impacts to these properties.

F The current schedule included in the RFP estimates a Construction Contract Award in early January of 2026. Irrigation providers on the project will often restrict work crossing their infrastructure to their irrigation "off-season", typically November 1 to April 1 each year, though this varies. These scope elements and their effect on the critical path of construction will be considered before the construction contract award schedule is finalized.

G There are parallel overhead utilities on 84.5% of the project area. These overhead utilities host several different utility types and owners, all requiring coordination and time to relocate their facilities which pose a risk to project schedule. Utility relocations can have an affect on ROW acquisition and typical section needs as well. Early identification of how these OH utilities may fit in the ideal typical section is critical.

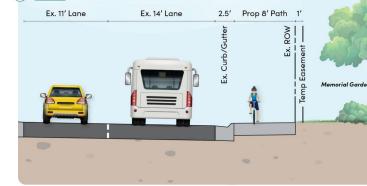
H On the north side of North Avenue near Morning Glory Lane, there are multiple properties that will have impacts to off street business parking. At those and other locations (like the U-Haul and properties to the east), we will identify specific impacts early in the process, and look for opportunities to mitigate the impact.

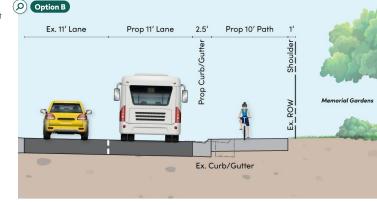
 Grand Junction Memorial Gardens: This is a culturally sensitive area, and any easement or ROW needs from this property will require additional coordination and discussions with CDOT and SHPO. There are marked gravestones visible just over the property line. We recommend engaging CDOT early to discuss options that would limit or eliminate the need to take ROW along this frontage.

Two options are described below:

(O) Option A 8-foot attached sidewalk with 1-foot TE only for sidewalk forming. This still has a ROW impact, but less potential to disturb the peaceful rest of garden inhabitants. This option would still require confirmation of available space and impacts to existing trees and greenery.

(D) Option B 10-foot attached sidewalk with 1-foot "shoulder" to ROW, with no TE. This requires "repurposing" 3 feet of the 14-foot outside lane and establishing two 11foot lanes (with a 2.5-foot curb outside curb and autter). Two 11-foot lanes will promote slower traffic as vehicles enter the enhanced transit corridor.

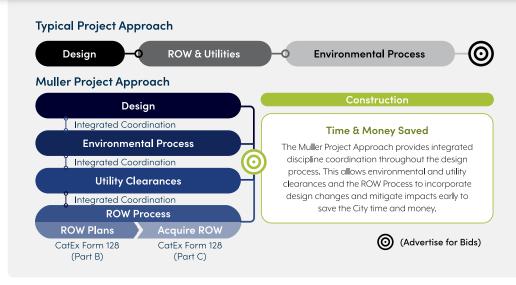




CDOT Local Agency Process

Nate will lead coordination with CDOT and other agencies, and manage the CDOT Local Agency Project Process.

With federal funding being used, CDOT Region 3 will oversee the project design and construction under CDOT Local Agency oversight. With this oversight, right-of-way, utilities, and environmental clearances and design approval are required. Muller brings to the City experience with guiding local agencies through the CDOT clearance process on 71 federally funded local agency



projects for all five CDOT regions throughout Colorado. This experience gives Muller engineers the required expertise and CDOT relationships required to guide projects through the clearance processes.

In addition to the experience with CDOT oversight on federally funded local agency projects, Muller has served CDOT as a prime consultant since 1987. We have relationships with project managers throughout the CDOT organization and understand CDOT expectations for drawing formats, right-of-way plans, utility agreements, and environmental clearances. We will work as the City's advocate to present our work to CDOT representing the City's interests and with the trust of CDOT that the project will meet federal guidelines.

The strategy to achieve various clearances is described below. Prior to the CDOT scoping meeting, we recommend holding separate ROW, Environmental, and Utility scoping meetings before work is started. This allows the time to dive into critical issues and risks in a small group setting and carry forward those issues with concurrence with stakeholders. The below sections describe the approach to design, ROW, environmental, and utilities clearances.

Design - Our team will keep the CDOT design approval moving forward by clearly documenting decisions and direction received from CDOT and using comment resolution matrices. During each review cycle, comments will be documented, and accepted or dismissed with concurrence from the commenter, all the way through final CDOT approval of the design. There are three additional considerations that fall into the "Design" clearance category: Operations, Safety, and Systems Engineering Analysis (SEA). During design scoping, the City and the Muller team will request input from CDOT Region 3 on expectations to meet the intent of these portions of the design approval. If there is any new technology (including Transit Signal Priority), it will trigger a "robust" SEA process, per CDOT Local Agency guidelines, and Muller will guide the project team through the 11 required CDOT SEA forms.

ROW Clearance - Of critical importance on every ROW project is a meaningful ROW kickoff meeting to understand the assignment, the roles and responsibilities of the City and consultant team, the ROW schedule and budget, and critical issues. Once the ROW scope, schedule and expectations are defined, HDR will work collaboratively with the City and the Muller design team to define, value and acquire the property interests needed for the project so the ROW can be timely cleared for project advertisement.

Environmental Clearance - It is assumed that a Categorical Exclusion (CDOT Form 128) will be the appropriate level of NEPA Clearance for this project. The team will utilize the previously collected environmental documentation in conjunction with a field visit to evaluate resources within and adjacent to the project area. The project Environmental Team has ample experience in working with the CDOT Local Agency process and preparing environmental documentation. The Team understands the importance of coordinating with the design, to ensure a seamless process and staying on schedule. At the beginning of the project, an environmental scoping meeting will be held to help anticipate environmental resources that will need to be addressed, and how the analysis will fit into the overall project design. Knowing that historic resources and hazardous materials are located along the corridor, the project team will focus on the Section 106 consultation process and ISA to complete the CDOT Form 881. Prioritizing these resources along with the other necessary resource clearance documents, will keep the environmental process moving forward.

Utilities - One of our first actions upon NTP will be to set up initial coordination and communication protocols with the CDOT Region 3 Utility Engineer. By establishing a communication protocol and understanding their preferences for project

correspondence including the utility matrix, clearance letters, and review periods, we will ensure all our documentation is organized, timely, and comprehensive to obtain a prompt utility clearance from CDOT. Further, partnering with CDOT's Region Utility Engineer on the project will provide escalated communication opportunities with utility providers if discussions with the assigned representative stalls. As relocations are identified and alignments set, our team recommends a proactive approach to assist the utility providers including coordination with CDOT on permit approvals and pre-staking alignments to make sure utilities are relocated once.

Grant Constraints - It is critical to project funding to meet the requirements of the various grants, including hitting key milestones. In our review of the requirements of various funding streams, it does not appear that there are schedule requirements that will be impacted as long as the project is advertised in the spring of 2026, prior to CDOT fiscal year-end in June 30, 2026. The Federal Transportation Alternative Program (TAP) funds lead to the project being federalized and requiring CDOT oversight. The state funds, from the Multimodal Transportation and Mitigation Options Fund and Transit funds (through Senate Bill 267) do not appear to have specific fiscal year constraints. Prior to starting work on the project, we will carefully review the final IGA to understand what was agreed to related to construction fund encumbrance date, and adjust our schedule in order to achieve that date if necessary.

Project Management (Project Initiation, Work Task Coordination, Project Team Coordination, Progress Meetings, Reporting Requirements)

Nate will be the dedicated Project Manager throughout the life of the project. Bobby Van Horn will serve as deputy and is capable of stepping in when Nate is away from the office. Nate will lead project initiation, development of detailed project schedule, work task coordination with subs and the Muller internal team, lead progress meetings and manage all internal (the City) and external (CDOT, other agencies) reporting requirements. We will work with the City to develop acceptable file sharing and collaboration tools, with options including Sharepoint, OneNote, Teams Channels, and other methods..

Design Scoping Review Meeting - Nate will schedule and lead the CDOT Design Scoping Review meeting. He will work with his team and the City to develop a draft schedule, and critical topics related to each CDOT specialty unit to discuss at the meeting.

Preliminary Design Plans (FIR)

Data Collection - One of the first actions out of the NTP is to initiate Survey and SUE data collection. For survey, we will re-use as much of the previous survey as possible. However, a new survey may need to be conducted for the entire project area, even those areas previously collected. This project includes ROW boundary survey that was not previously completed, so the topographic survey can be gathered cost effectively. Additionally, because the recent North Avenue resurfacing project was constructed after the previous survey, there will be minor but critical variations in surface elevations along the whole corridor:

One inch matters when considering meeting ADA requirements for curb ramps in retrofit situations.

A targeted approach for Quality Level B investigation areas should be discussed at the Scoping meeting. Refining areas of detailed investigation reduces cost and data collection and processing time, and that will be balanced with including enough area to allow design flexibility and avoid multiple mobilizations. Similarly, title work requests will be an early-out action on the project to determine affected utility easements to inform ROW acquisition.

Design Strategy (Our approach to various parts of the design process is described below)

Sidewalk Design/Roadway Plans - In this highly constrained environment, the preferred trail geometry will always be in tension with project costs, right of way, environmental, and utility impacts and associated schedule risks. The Team will build upon the balanced approach previously developed in the 30% design while also incorporating any refinement of goals that may have occurred in the latest updates to the transportation documents. The 2023 PBP determined a goal for North Avenue is to improve the Level of Traffic Stress (LTS) rating by utilizing a trail facility type with a recommended 10-foot trail and an 8-foot buffer. We will look for other opportunities to improve LTS outside of increased trail width such as reducing curb cuts, evaluating and improving the surface conditions of any existing sidewalk to remain, and removing adjacent obstructions where feasible. The project team will collaborate early with the City and CDOT to build consensus of the design criteria that effectively meets the project goals.

Drainage Plans - The project team will revisit the existing storm drain system and the associated drainage issues in the corridor. From our previous work in the corridor, we know that the system consists of small diameter, shallow pipe systems and surface features such as curb and gutter, sidewalk chase drains and swales. This will present some challenges in the implementation of the improvements. The drainage team is prepared to look beyond standard storm drain design where

possible and consider unique solutions, such as infiltration systems, to manage the runoff and reduce the hazards associated with ponding water. These types of facilities will also be considered in support of project water quality and detention needs where applicable.

Transit Stop and Transit Amenities Design - Fehr & Peers, with engineering design support from Muller, will develop a typology and template for transit stop design in the North Avenue corridor. This will include the selection of transit stop amenities appropriate to each bus stop type and identification of the appropriate stop type at each stop location within the project limits. Our team will build on the bus stop typology templates and site selection developed for the North Avenue ETC Study and our national expertise in transit service and facilities planning. Additionally, the team will consider contextual factors in the corridor for amenity selection and stop design, including existing and forecast ridership, existing and future land use, transfer opportunities, bus operations, ROW and other physical constraints, electricity connections, walkway connections, maintenance, safety, loitering, local design guidance, aesthetics, lighting, and stakeholder input, among others. Potential amenities to consider include seating, shelters, wayfinding, trash, lighting, bus information, real-time bus status, bicycle racks, and scooter parking. Bus stop design templates will be developed for both constrained and unconstrained environments as well as for enhanced stops, standard stops, and stops where loitering by non-riders may be a concern. Lastly, bus stop design will meet ADA standards and the recently revised PROWAG guidance.

SUE and Utility Coordination - As data is being collected, our team will work with the City, CDOT Region 3's Utility Engineer, and each utility's processes to establish a utility point of contact for the project and understand items that affect the scope, schedule, budget, and ROW.

Scope: Determine ownership of the overhead poles, parameters for relocations, minimum clearances needed during construction from live utilities.

Schedule: Determine the steps needed to move utilities and general time frames to inform when key project decisions need to be made.

Budget:

Determine if the relocation is reimbursable or if it is not a project cost. ROW: Determine the parameters of the relocated alignment to inform ROW needs. An example is with overhead utilities – as alignment directions change, guy wires/anchors may be required which require space and may affect the ROW acquisition needs for the project.

Our utility coordination team will work with ROW agents and utilities if disruptions are anticipated (for water meters, e.g.)

Irrigation - Western Water & Land (WWL) will be responsible for inventory of the existing irrigation system, determination of irrigation delivery obligations and flow assessments, and assessment of the proposed improvement impacts. WWL will work with the irrigation district to characterize the irrigation system and coordinate irrigation improvements to not adversely impact irrigation water delivery.

Geotechnical Investigation Report - If needed, subconsultant teaming partner Rocksol will conduct the geotechnical investigation report. This may be necessary in areas with station improvements, new bus pull outs, or any widened pavement.

Cost Estimating - At each stage of the design, our team will provide a cost estimate using the CDOT cost data book in concert with input from recent City and Mesa County projects.

Plans Format - We recommend developing new survey and various project components in AutoCAD and Civil 3D because that is the preferred software for the City. It must be established prior to the scoping meeting with CDOT. It is possible for the project to be delivered using AutoCAD and Civil 3D and also satisfy CDOT Local Agency Requirements.

Preliminary Design Deliverables - The following items will be included in the FIR PS&E package: Sidewalk Design/Roadway Plans, Drainage Plans and Draft Drainage Memo, Utility Plans, Cross Sections, Removal Plans, SAQ, Transit Stop and Transit Amenities Design, Construction Phasing Plans, Stormwater Management Plans (notes only), SUE Plans, Irrigation Plans, Preliminary ROW Plans, Geotechnical Investigation Report, 30% OPCC, list of project special provisions and draft CDOT standard special provision index.

FIR Meeting - We will remotely conduct a CDOT FIR meeting with the City and CDOT Specialty Staff. We recommend a virtual meeting to increase the probability of attendance from all CDOT specialty units. Comments will be documented in a Comment Resolution Form so disposition of comments can be recorded.

Public Engagement - Patrick Picard, Nate Algoe, and Bobby Van Horn will participate in the public engagement meeting, and will support the project team with graphics.

ROW Plan Development and Authorization

Early in the design process, Farnsworth, Muller's subconsultant professional land surveying firm will prepare an ownership map identifying the boundary of all potentially affected ownerships. Title commitments will be obtained for such ownerships and the locations of easements and other encumbrances therein will be included in the ownership map, which will be a tool for SUE investigation, public involvement, and for the designers to understand ROW boundaries so ROW impacts are minimized. After FIR, Farnsworth will prepare ROW plans and legal descriptions for the parcels needed. HDR, Muller and Farnsworth will work with the City on CDOT ROW review and approval of such ROW plans and legal descriptions, including conducting a formal right of way plan review meeting.

HDR's in-house valuation experts will work with the project team to provide project specific valuation consulting. They will start with collaboratively with the City developing a ROW project estimate and then, once ROW plans are approved, they will lead HDR's effort to accurately determine the value of the parcels through appraisals or waiver valuations. HDR will work closely with the City to select appraisers approved by the City, appraisal assignments of the parcels to be appraised, and coordination for the CDOT appraisal review process. After parcels are valued, HDR's talented real estate specialists, led by CJ Pietri will negotiate acquisition of the parcels. HDR's team will collaborate with Muller and the City in responding to landowners' project questions, responding to counteroffers and obtaining City approvals. Once agreements are signed, HDR will work with the title companies to facilitate timely and effective closings.

HDR will suggest and, if approved, implement ROW innovations to compress the ROW schedule and save costs along the way, including incentive programs, where landowners are paid bonuses for signing agreements in a short period of time, liberal use of waiver valuations as substitutions for appraisals, and aggressive use of conditional right of way clearances to get projects timely advertised if additional time is needed to obtain resolution of outlier acquisitions. These innovations have been used effectively by HDR on past municipal projects to meet aggressive schedules while treating affected landowners with dignity and respect.

Final Design Plans and Project Specifications

FOR Plans - The team will develop a special provisions package in CDOT format for inclusion in the FOR plans. Between FIR and FOR, the consultant team will develop an "interim" OPCC, and will update it with the FOR submittal. For the FOR submittal, all FIR comments will be closed out and documented using the Comment Resolution Form. All comments received at the FOR meeting will be documented in the form during the FOR meeting.

Final Design Deliverables and Authentication - The final plans will include any updates to the plans, specifications, and OPCC, and all comments will be closed out so the project plans can be approved by CDOT. Bid Documents will be developed. Final drawings, specifications, and bid documents, and design reports will be stamped and signed by the Engineer of Record for the various components.

Consultant Resident Engineer

Our team will be available for technical questions during bidding and will attend the pre-bid meeting. During construction, we will support with prompt shop drawings, materials submittals, and RFIs. If needed, we will support the City PM in design change requests and development of as-built plans.

Blended Team

If the City desires to have in-house staff serve as a part of the design team, Muller will embrace them as an extension of our team and fully integrate them by assigning them meaningful tasks and mentorship. Muller regularly works with our clients on blended teams, and in the last 10 years we have worked on 111 projects where our client's staff served in a major team role.

The guidance and support provided to me in the development of my own design skills reflect Muller's dedication to raising standards within our industry. The blended team dynamic that emerged from our collaboration was key to the project's success. Muller's professionalism, expertise, and collaborative spirit left a lasting impression on all involved. I look forward to the opportunity to work together again in the future.

Jennifer Jones, PE, CDOT Region 1 West Program

Strategy and Implementation Plan - Project Schedule

The project team has applied their local agency process knowledge and experienced timelines in developing the project schedule.

The proposed project duration has been adjusted from the RFP schedule however, we have identified some opportunities for improving the project schedule.

Right of Way acquisitions will become the critical path after the 30% design is completed. Per the CDOT Right of Way Manual the top part of form 128 (environmental resource clearances) must be signed before the Right of Way Plan Review meeting can take place.

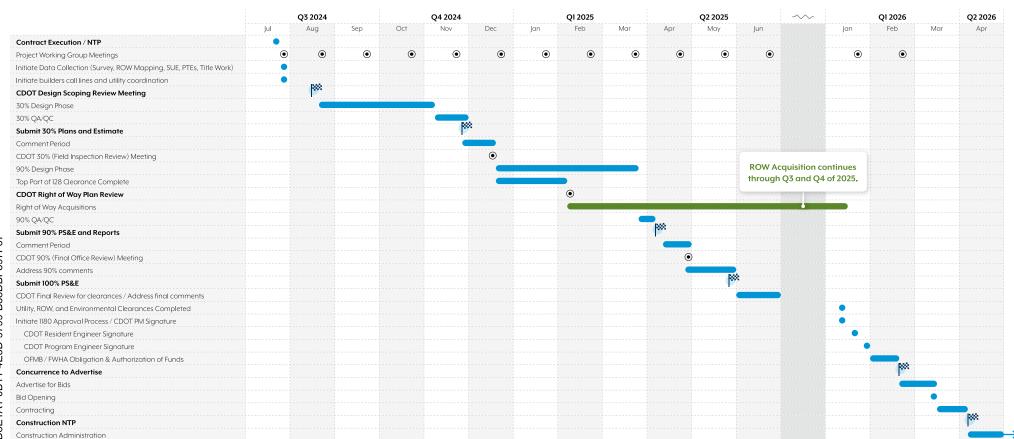
Muller's experience on projects with CDOT Local agency oversight has been that it can take up to 8 weeks beyond the FIR milestone meeting as reflected in the schedule. Holding regular environmental resource coordination meetings with CDOT will streamline this dearance process and reduce the project timeline.

CDOT occasionally will allow for conditional right of way clearances. The City could use this approach if the benefits outweigh the risks. This method would avoid delaying advertisement should some right of way acquisitions fall behind schedule. The project team will

engage CDOT early to discuss this as an option.

Building consensus and encouraging the CDOT Local Agency PM and all reviewing agencies to be an advocate for the project by setting expectations with the discipline reviewers will be instrumental to ensuring reviews are complete prior to each milestone meeting. Completing the comment period before the milestone meetings will set the ground for a productive meeting and reduce potential for schedule impacts that can arise from any delayed comments of significance.

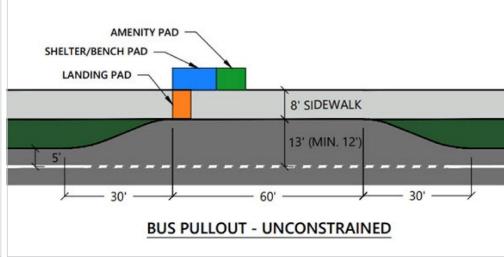




References







Reference

Dana Brosig, P.E.

GVMPO Director dana.brosig@mesacounty.us (970) 255-7187

Project Details

Dates: October 2021 - July 2022 **Original Budget:** \$232,000

Final Cost: \$232,000

Explanation of variation from original budget to final project cost: N/A

North Avenue Enhanced Transit and Multimodal Improvements Project

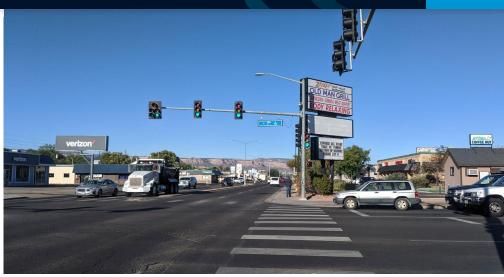
Mesa County (Muller sub to Fehr & Peers)

PO Box 20000, Grand Junction, CO 81502

Fehr & Peers led a multimodal corridor study of North Avenue that resulted in two core outcomes - first, preliminary design for a multi-use trail, and second, a prioritized list of projects to improve transit access, transit operations, bus stops, and bicycle and pedestrian safety and mobility in the corridor, including a prioritized list of the remaining multiuse trail segments. Fehr & Peers led the multimodal analysis and recommendations, including conducting a pedestrian access analysis to identify gaps in the network, a traffic safety analysis of bike and pedestrian crashes, a bus stop amenity analysis, and a transit speed and reliability analysis. Fehr & Peers led public and stakeholder outreach, including facilitating a multijurisdictional technical team to agree on a prioritized project list and future corridor design. Outreach also included a walk audit, a public open house, focus group meetings and an online survey. Fehr & Peers also provided bus stop design and branding support. As a subconsultant to team member Fehr & Peers, Muller conducted an existing conditions assessment and concept plans for a multi-use path on both sides of North Avenue for the length of the corridor, followed by 30% design (FIR) plans for a segment from 28-1/2 Road to 29-1/2 Road. As part of the 30% design, Muller completed an FIR level cost estimate, drainage memo, and Environmental Clearance Memo. In addition to concept plans, Muller assessed and documented the costs and benefits of implementing a new Transit Signal Priority system for Grand Valley Transit. This project received the 2023 ITE Mountain District Transportation Achievement Award for Planning.







References

Matt Casey (Resurfacing)

Project Manager matt.casey@state.co.us (970) 383-6361

David Oldham (Signals)

Traffic Operations Assistant david.oldham@state.co.us (970) 683-7531

Project Details

Dates: 2019 - 2023

Original Budget: \$475,082 (Resurfacing

Project); \$180,128 (Signal Project)

Final Cost: \$469,935 (Resurfacing Project);

\$180,128 (Signal Project)

Low Construction Bid (combined

project): \$9,208,180

Final As-Constructed Cost (combined

project): \$8,465,735

Explanation of variation from original budget to final project cost: Final cost 8.1% below bid due to quality plans not requiring costly change orders.

US 6 North Avenue Resurfacing and US 6B and I-70B North Avenue Traffic Signal Replacements

CDOT Region 3

222 South 6th Street, Room 100, Grand Junction, CO 81501-2769

Muller supported CDOT Region 3 for two projects along US 6 North Avenue in Grand Junction. A resurfacing project and Traffic Signal project were combined into one construction package.

For the resurfacing project, Muller worked on a blended team with CDOT staff to finalize the design of a resurfacing and center median reconstruction project along 4 miles of North Avenue from 1st Street east to I-70B. This project included reconfiguring the median to improve access control and allow for the future implementation of on-street bike lanes. In addition, this project implemented minor drainage improvements, ADA ramp reconstruction, repair of damaged curb and gutter, and intersection improvements. To fully integrate this project into the corridor, Muller coordinated all design plans with the concurrent traffic signal project.

The traffic signal project included the design of eight traffic signals that outlived their useful life and needed replacement: six along US 6 (North Avenue), and two signals along 1-70B. Design work included reconstruction of existing traffic signals, pedestrian curb ramp upgrades, ROW acquisition, caisson design, utility coordination, and environmental clearance. Muller prepared a combined design package for the installation of the conduit and pull boxes, and new signals at 5th Street, 23rd Street, 28 Road, and 28-1/4 Road as part of a resurfacing project, which was on a faster funding track.

Due to severely restricted ROW at most intersections, Muller closely coordinated the placement of signal poles, cabinets, and curb ramps to minimize impacts to adjacent properties. Our structural engineers also prepared custom signal caisson designs at the 28-1/4 Road intersection to avoid a 10-foot diameter drainage wash culvert under US 6 on the west side of the intersection. Other key design elements included fiber optic interconnect, signing and striping upgrades, SUE, stormwater management plans, project specifications, and cost estimates. Due to construction funding limitations, four of the intersections were not advanced past 60% design.





Reference

Carlie Campuzano

Traffic Manager, City of Aurora ccampuza@auroragov.org (303) 739-7309

Project Details

Dates: 2020 - 2022

Original Budget: \$206,667

Final Cost: \$241,727

Low Construction Bid: \$829,242 Final As-Constructed Cost: \$724,521

Explanation of variation from original budget to final project cost: Around the FIR submittal, CDOT Region 1 traffic requested a traffic and safety study to validate that TSP and the changes to bus stop locations would not negatively impact traffic on this state route. Muller traffic engineers completed the study to CDOT's satisfaction, causing minimal delay to the project schedule. We will apply this lesson-learned to this project and discuss the CDOT operations and safety clearance expectations at the CDOT scoping meeting.

Havana Street Transit Improvements

City of Aurora

15151 East Alameda Parkway, Suite 5700, Aurora, CO 80012

The Havana Street Transit Improvements include transit-related improvements at nine intersections along Havana Street in Aurora. The improvements include Transit Signal Priority (TSP), bus bulb outs, bus bypass lanes, bus queue jump lanes, and bus stop location modifications.

Muller led the environmental clearance effort for the City of Aurora to obtain signature of CDOT Form 128 for a programmatic CatEx of roadway improvements along Havana Street. The Muller team used its experience in navigating 72 CDOT Local Agency projects. The design process included review by CDOT (most of the corridor is State Highway 30), the Regional Transportation District (RTD) (bus stops, transit technology like Transit Signal Priority, and bus routes), and the City of Aurora (all other aspects including Aurora's Civil Plan Review process). Muller traffic engineers, including TSP experts and signal timing pros, led the bench testing effort that resulted in successful implementation of TSP for the first time in Aurora.

"Our Havana Street Transit Improvements project entailed complex underground utility issues (fiber lines, cable line, high-pressure gas line, electric line, etc.), RTD and CDOT coordination, and the design of transit signal priority treatments at nine intersections. Muller did an excellent job resolving design issues, and their design ultimately improved transit travel times through this important corridor."

Carlie Campuzano, Traffic Manager, City of Aurora



Reference

Lisa Hilt, Senior Project Manager lisa.hilt@denvergov.org; 720-865-3147

Project Details

Dates: 2021 - Present

Original Budget (Design): \$989,852

Final Cost (Design): \$989,852

This project is currently under construction and Muller is providing construction support services.

Explanation of variation from original budget to final project cost: N/A



References

Adnana Murtic, Project Manager, CDOT Region 4

adnana.murtic@state.co.us (303) 546-5657

Stacey Proctor

Project Manager, Boulder County sproctor@bouldercounty.gov; (303) 441-1107

Project Details

Dates: 2018 - Present

Muller Roles: CO 119 Mobility (prime), CO

119 Bikeway (prime)

Team Members in Common with (CO 7

Project): HDR, Clanton

Original Budget: \$3,296,810 (Bikeway);

\$5,271,759 (Mobility) **Final Cost:** Ongoing

Explanation of variation from original budget to final project cost: N/A

West Colfax Pedestrian and Transit Improvements, Denver

CCD DOTI

201 West Colfax Avenue, Dept 507, Denver, CO 80202

The West Colfax Pedestrian and Transit Improvement Project will provide pedestrian safety improvements on West Colfax (from Sheridan Boulevard to Irving Street) in alignment with Denver's Vision Zero goal of eliminating traffic deaths by 2030. Denver's Vision Zero Action Plan (VZAP), identified West Colfax as a part of Denver's High-Injury Network—corridors that have the highest percentage of fatal and injury crashes.

Muller designed roadway, traffic, and pedestrian improvements to implement the recommended safety treatments and create a sustainable transportation corridor consistent with recent planning efforts and with consensus of adjacent neighborhoods and stakeholders. The project includes medians, bulb-outs, pedestrian and ADA compliant traffic signals, and marked crosswalks. Transit enhancements include bulb-outs, transit signal priority, and bus stop improvements.

West Colfax is a state highway, requiring coordination with CDOT. Project funding is through the Elevate Denver Bond program.

CO 119 Multimodal Corridor

CDOT Region 4, Boulder County

10601 West 10th St, Greeley, CO 80634-9000

Muller's involvement in the CO 119 corridor began by completing a study that evaluated alternatives to provide a 9.1-mile bicycle facility between Boulder and Longmont. A primary focus of the study was to seamlessly blend the bikeway with Bus Rapid Transit (BRT) improvements being simultaneously planned to provide coordinated access while minimizing conflicts.

Muller serves as both program and project manager for the CO119 Safety and Mobility (CDOT) and Bikeway (Boulder County) projects and Muller recently helped secure a \$25M RAISE grant for Boulder County, CDOT Region 4, and RTD, helping secure construction funding. Effective stakeholder coordination with CDOT, RTD, BRT TAC, City of Boulder, Boulder County, and Longmont included a meticulous meeting strategy emphasizing thorough agenda preparation, robust documentation, and seamless collaboration among project partners. HDR is a key partner supporting planning, design, and governance for roadway, trail, and BRT implementation along SH 119, linking Boulder and Longmont. Their work includes all aspects of context sensitive mobility design aimed at improving capacity, safety, corridor operation, travel time, and maximizing person throughput for all modes. With construction funding secured, the two projects were recently transitioned from separate design-bid-build packages into a single project being delivered by CM/GC.

Preliminary design has been completed for improvements at four intersections, 6 transit platforms, and 2 park-n-rides along the corridor to tie into future Bus Rapid Transit facilities and the CO 119 multiuse trail. Final plans are being prepared for Construction Package No. 2, which will include 9 miles of bicycle facility, intersection improvements including TSP and queue bypass lanes, and transit stops.



References

Dave Thornton

Principal Planner davidth@gjcity.org (970) 244-1450

Project Details

Dates: 2022 - 2023

Original Budget: \$246,000

Final Cost: \$252,000

Additional cost information ()





References

Nathan Jean PE

CDOT Region 3 Design Manager nathan.jean@state.co.us (970) 683-6362

Project Details

Dates: 2021 - 2022

Original Budget: \$151,749

Final Cost: \$171,571

Additional cost information ()



Grand Junction Pedestrian & Bicycle Plan/ **Transportation & Engineering Design Standards** (TEDS) Manual Update

City of Grand Junction

250 North 5th Street, Grand Junction, CO 81505

Fehr & Peers assisted the City in developing their first citywide Pedestrian & Bicycle Plan. The project also included an update to their Transportation and Engineering Design Standards (TEDS) Manual to incorporate active transportation recommendations into their street design standards, as well as national best practices, and make improvements to the usability of the manual. Fehr & Peers led a robust community outreach process to inform the plan elements, used Level of Traffic Stress to help define the pedestrian and bicycle network plan, and conducted an active transportation high injury network (HIN) analysis to pinpoint safety recommendations.

Explanation of variation from original budget to final project cost:

The City provided an add-on to cover attendance at several additional meetings that were later determined to be needed that were not in the original scope.

ROW Services for US 6C Clifton Phase 1

CDOT Region 3

222 South 6th St., #317 Grand Junction, CO 81501

HDR's ROW group conducted a study analyzing and comparing the ROW impacts for eight proposed alternatives for improvements to US 6C from I-70 B to 33 Road. A comprehensive report of HDR's analysis and findings was delivered to CDOT, which it used as a decision-making tool to select the preferred alternative. HDR's ROW group was then retained, by CDOT, to negotiate the acquisition of parcels needed from 31 ownerships. HDR worked with CDOT to effectively resolve several challenging negotiations, including an acquisition of a property in which a U.S. Post Office was located, an acquisition that required an outdoor advertising sign to be moved, and an acquisition that required resolution of a difficult change of access to the property. HDR also completed a business relocation and personal property relocations. The ROW was timely cleared to support the construction schedule. This project illustrates HDR's ROW Group's ability to analyze ROW impacts of project alternatives to be used in alternative selection decision matrices. It also illustrates HDR's ROW Group's ability to effectively work a medium sized Transportation ROW project for CDOT on the western slope.

Explanation of variation from original budget to final project cost:

The reason for the difference in contract amounts was out of scope work for a particularly challenging acquisition and a business relocation that developed unforeseen and unanticipated complexity.

Scope of Services Response Form



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.

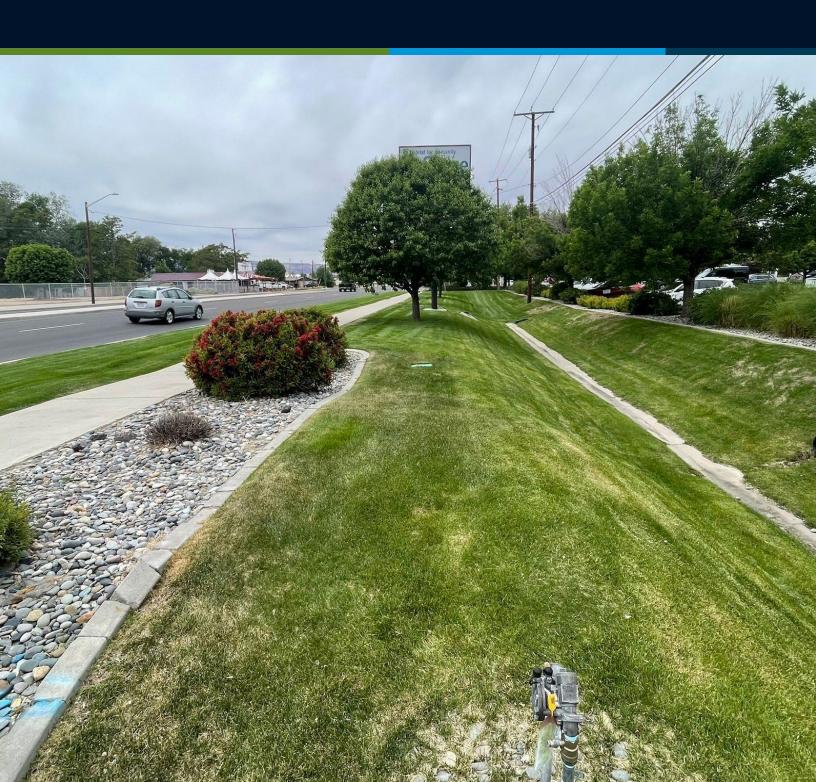
- No attempt has been made nor will be to induce any other person or Consultant to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the Proposer, authorized to represent the Proposer and is legally responsible for 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 Con Specifications, and other Contract Documents. S | sultant acknowledges receipt of Addenda to the Solicitation, state number of Addenda received:2 |
|---|---|
| It is the responsibility of the Proposer to ensure a | ll Addenda have been received and acknowledged. |
| Muller Engineering Company, Inc. | A. Gray Clark |
| Company Name – (Typed or Printed) | Authorized Agent – (Typed or Printed) |
| Cas Cal | (303) 381-0688 |
| Authorized Agent Signature | Phone Number |
| 7245 W Alaska Dr STE 300 | gclark@mullereng.com |
| Address of Proposer | E-mail Address of Agent |
| Lakewood, CO 80226 | 6/13/2024 |
| City, State, and Zip Code | Date |



CO USA TO M P A TO

7245 West Alaska Drive Suite 300, Lakewood, CO 80226



Client#: 1083874 **MULLEENG**

$ACORD_{^{++}}$

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/27/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

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|-----------------------------------|---|-------------------|--|--|--|--|
| PRODUCER | CONTACT NAME: | | | | | |
| USI Insurance Services, LLC | PHONE (A/C, No, Ext): 800 873-8500 | FAX (A/C, No): | | | | |
| 4600 S. Ulster Street, Suite 1200 | E-MAIL ADDRESS: den.certificate@usi.com | | | | | |
| Denver, CO 80237 | INSURER(S) AFFORDING COVERAG | GE NAIC# | | | | |
| 800 873-8500 | INSURER A: Travelers Indemnity Company | 25658 | | | | |
| INSURED | INSURER B: Travelers Property Cas. Co. of America 256 | | | | | |
| Muller Engineering Company, Inc. | INSURER C: Travelers Indemnity Co of America | 25666 | | | | |
| 7245 W Alaska Drive, Suite 300 | INSURER D : XL Specialty Insurance Company | 37885 | | | | |
| Lakewood, CO 80226-3118 | 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 INSR | | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | S |
|-------------|------|---|--------------|---|---------------|----------------------------|----------------------------|---|--------------------|
| Α | X | COMMERCIAL GENERAL LIABILITY | X | X | 6802P924447 | 03/11/2024 | 03/11/2025 | EACH OCCURRENCE | \$2,000,000 |
| | | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | GEN | N'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$4,000,000 |
| | | POLICY X PRO- JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | \$4,000,000 |
| | | OTHER: | | | | | | | \$ |
| В | AUT | TOMOBILE LIABILITY | X | X | BA4R037733 | 03/11/2024 | 03/11/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | X | ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | | OWNED SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | X | HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | | \$ |
| В | X | UMBRELLA LIAB X OCCUR | X | X | CUP02P928502 | 03/11/2024 | 03/11/2025 | EACH OCCURRENCE | \$4,000,000 |
| | | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$4,000,000 |
| | | DED X RETENTION \$10000 | | | | | | | \$ |
| С | | RKERS COMPENSATION DEMPLOYERS' LIABILITY | | X | UB0S190606 | 03/11/2024 | 03/11/2025 | X PER OTH- | |
| | ANY | PROPRIETOR/PARTNER/EXECUTIVE T / N | N/A | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | (Mai | ndatory in NH) | 117.4 | | | | | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 |
| | | s, describe under CRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 |
| D | Pro | ofessional Liab | | X | DPR5025846 | 03/11/2024 | 03/11/2025 | \$4,000,000 per claim | 1 |
| | Inc | l Pollution | | | | | | \$6,000,000 annl agg | r. |
| | Cla | nims Made | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

| CERTIFICATE HOLDER | CANCELLATION | | | | |
|--|--|--|--|--|--|
| City of Grand Junction 244 N 7th Street Grand Junction, CO 81501 | 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 | | | | |
| 1 | Jaco Carlo Car | | | | |

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CERTIFICATE UOI DER

| DESCRIPTIONS (Continued from Page 1) |
|---|
| The General Liability, Automobile Liability and Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability. |
| Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation. |
| RE: North Avenue Enhanced Transportation Corridor Design Services (RFP-5383-24-DD) |
| Additional Insured: The City of Grand Junction, its Elected and Appointed Officials, Employees and Volunteers |
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