

EL PASO  **COUNTY**
COLORADO

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FINANCIAL SERVICES DEPARTMENT
TRACI GORMAN, CPPO, CPPB, CONTRACTS & PROCUREMENT DIVISION MANAGER

REQUEST FOR PROPOSALS
RFP NO.: 21-111
CIVIL ENGINEERING DESIGN SERVICES FOR EASTONVILLE ROAD CORRIDOR

El Paso County Department of Public Works (DPW) is accepting sealed proposals from qualified, experienced, professional engineering firms to provide Engineering to provide **Civil Engineering Design Services for Eastonville Road Corridor** (Project). Sealed proposals will be received by the El Paso County Contracts & Procurement Division, **UNTIL 12:00PM (MT), Friday, September 10, 2021**. **Proposals must be submitted online at bidnetdirect.com. FAXED or EMAILED proposals will not be accepted.** This project is being funded through the following sources: Pikes Peak Regional Transportation Authority (PPRTA).

There will be a **VOLUNTARY PRE-PROPOSAL CONFERENCE** held on **Thursday, August 26, 2021 at 10:00 AM (MT) starting at 3275 Akers Drive in the DPW Main Conference Room**. When attending the Pre-Bid Conference, the attendee should bring his/her business card. While this meeting is not mandatory, it is strongly recommended that interested firms attend to have questions answered.

Final questions are due no later than **12:00 PM (MT), Friday, August 27, 2021** submitted in writing via Rocky Mountain E-Purchasing System.

PLEASE USE THE ROCKY MOUNTAIN E-PROCUREMENT WEBSITE & LOG ONTO www.bidnetdirect.com TO DOWNLOAD DOCUMENTS.

EL PASO COUNTY CONTRACTS & PROCUREMENT DIVISION WILL NOT BE HELD RESPONSIBLE FOR MISINFORMATION RECEIVED FROM PRIVATE PLAN HOLDERS.

It is the responsibility of all bidders to make sure that they have obtained all solicitation documents and addendums, and to include signed copies of each addendum signature page with their bid.

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY
/s/ TRACI GORMAN, CPPO, CPPB
DIVISION MANAGER

PUBLICATION DATES:

BidNet:

August 12, 2021

Fountain Valley News:

August 18, 2021

August 25, 2021



EL PASO COUNTY

COLORADO

RFP NO.: 21-111
2021

Due Date: September 10,

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION

RESPONSE CHECKLIST
FOR
CIVIL ENGINEERING DESIGN SERVICES FOR EASTONVILLE ROAD CORRIDOR

*The following items must be submitted through Rocky Mountain E-Procurement Website.
See Proposal Submission section for details.*

The PROPOSER'S attention is especially called to the items listed below, which must be submitted in full as part of the proposal. Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposals (RFP) may at DPW sole discretion be cause for rejection of the proposal.

PROPOSER shall check each box indicating compliance.

<input type="checkbox"/>	Response Checklist
<input type="checkbox"/>	Addendum(s) Acknowledgement (if any)
<input type="checkbox"/>	Qualification Statement
<input type="checkbox"/>	Copies of requested Insurance Certificate(s)
<input type="checkbox"/>	Project Plan
<input type="checkbox"/>	Exceptions to contract documents (if any)
<input type="checkbox"/>	Non-Collusion Affidavit
<input type="checkbox"/>	Fee Proposal (in a separate envelope)

PLEASE READ THE "INSTRUCTIONS FOR SUBMITTING PROPOSALS" INCLUDED IN THIS PACKAGE.

COMPANY NAME	PHONE NUMBER
STREET ADDRESS	FAX
CITY, STATE, ZIP	EMAIL
AUTHORIZED REPRESENTATIVE NAME (PRINT)	TITLE
AUTHORIZED REPRESENTATIVE SIGNATURE	DATE

EL PASO COUNTY
 CONTRACTS & PROCUREMENT DIVISION

**GENERAL SPECIFICATIONS
 CIVIL ENGINEERING DESIGN SERVICES FOR EASTONVILLE ROAD CORRIDOR**

El Paso County Department of Public Works (DPW) is seeking proposals from qualified, experienced, professional engineering firms to **provide Civil Engineering Design Services for the Eastonville Road Corridor (Project)**. The services described in this RFP are being funded through the Pikes Peak Regional Transportation Authority (PPRTA). El Paso County has complete oversight of the project. There will be no Federal or State (CDOT) oversight of the project.

The successful firm (Consultant) shall enter into a Services Contract with the County and PPRTA to provide the services outlined herein. The services (Work) requested in this RFP primarily include project coordination, project management, corridor access management plan, conceptual and preliminary design, final design, and property acquisition services. Optional/Additional services may include engineering support during the construction phase.

RFP TIMETABLE:

NOTE: THE DATES SHOWN IN ITALICS ARE APPROXIMATE, ARE NOT BINDING, AND ARE SUBJECT TO CHANGE.

RFP NOTICE ADVERTISED:	BidNet: August 12 th Paper: August 18 th & 25 th
PRE-PROPOSAL CONFERENCE	Thursday, August 26 th , 2021 at 10:00 AM (MT)
FINAL RFP QUESTIONS DUE	Friday, August 27 th , 2021 at 12:00 PM (MT)
PROPOSAL DUE DATE	Friday, September 10 th , 2021 at 12:00 PM (MT)
PROPOSAL REVIEW	Week of September 13 th
CLARIFICATIONS & INTERVIEWS (if required)	Week of September 20 th
RECOMMENDATION OF AWARD TO BOCC & PPRTA	Late September
ESTIMATED NOTICE TO PROCEED	Early October

I. GENERAL

A. BACKGROUND & DESCRIPTION

The Eastonville Road Corridor Project includes Eastonville Road between McLaughlin Road and Latigo Road. A corridor-specific investigation, Eastonville Road Traffic Impact Study (TIS) & Conceptual Design Report (CDR), was recently completed to properly classify the roadway within the corridor and recommend linear and intersection specific improvements. Recommended implementation of these roadway improvements is the result of the anticipated increase in traffic volumes due to development and corresponding roadway improvements completed or planned within the corridor. This Project will create a comprehensive plan and design for this corridor, building upon the recent TIS and the overall goals of the 2024 El Paso County Major Transportation Corridor Plan (MTCP).

Of note, design of improvements to Eastonville Road and its intersections from the regional detention pond near Snaffle Bit Road to the proposed Rex Road will be completed separately by Meridian Ranch (Developer). The Developer is required to provide design services only, while additional support (including but not limited to survey, geotechnical, etc.) is the responsibility of the County and these support services are included within the Statement of Work, under this Request. The Developer's responsibilities towards improvements of the corridor are annotated on

the attached map. The County will provide accompanying support to and continuing coordination with the Developer throughout the Project, to ensure both designs compliment the overall requirements and expectations for the corridor.

It is anticipated that construction within the corridor will be phased. For planning purpose, the coordinated support with the Developer-led design will be considered Phase I, and the areas south and north of Phase I, are anticipated to be Phase II and Phase III.

Below is additional information for the existing condition of Eastonville Road (not intended to be comprehensive):

1. Posted speed limit: 35-45 mph
2. Surface type: Paved (asphalt & chip-seal) & Non-Paved (gravel)
3. Surrounding land use: Residential, Parks, Schools, Church, Planned Future Development, Vacant
4. Drainage: Curb/Gutter (portions of south end) & Open System
5. Utilities: Underground and Overhead Utilities are present in the area.

B. AVAILABLE INFORMATION

Upon request, the following information shall be made available to the Consultant, at no cost, through a License Agreement with El Paso County that will be completed after the Notice to Proceed date. The County Project Manager will initiate the correspondence with the County's IT group and the Consultant shall fill out the application provided. The Consultant shall assume that it will take about four (4) weeks to receive the information after the application for the License Agreement has been submitted.

1. Aerial photography of corridor flown in 2014 and 2016 and 2018; 1 foot resolution; GeoTIF format.
2. Two-foot contours; LIDAR terrain geospatial point data suitable for preliminary design; flown in 2011; ESRI shapefile format **AND/OR** ESRI elevation grid; 1.4-meter resolution.
3. Assessor's parcel features geospatial dataset with attributes available (beyond schedule number). Parcel lines can be found at link below for "Free" County data.
4. Water features geospatial dataset, including creeks, lakes/reservoirs, wetlands. Wetland's data has been certified by the United States Fish and Wildlife Service.
5. Floodplains.
6. Drainage Basin boundaries.
7. Soils geospatial dataset originally developed by Natural Resources Conservation Services (NRCS).
8. Wildlife habitat or wildlife impact geospatial datasets originally developed by the Colorado Department of Wildlife.

"Free" El Paso County GIS data can be found at <https://admin.elpasoco.com/free-gis-data/>

Additionally, the following documents are available on the El Paso County, Colorado website at:

<https://publicworks.elpasoco.com/policies-manuals/>

- El Paso County *Engineering Criteria Manual*
- El Paso County Drainage Criteria Manual
- El Paso County Major Transportation Corridors Plan (MTCP)
- Pikes Peak Region Asphalt Paving Specifications, Version 5, March 20, 2019

CDOT Manuals, Bulletins and Guidelines can be found on CDOT's website at:

<https://www.codot.gov/library/manuals>

II. STATEMENT OF WORK

A. PROJECT MANAGEMENT/ADMINISTRATION

This task shall include general administration, coordination, documentation, scheduling, reporting, and related activities for the overall successful completion of the Project.

1. **Project Manager:** The Consultant shall identify a project manager for this Project who will work directly for and support the County Project Manager (County PM) in the management and administration of the Project. The Consultant's project manager shall be responsive daily, Monday through Friday to the County PM throughout the Project. The Consultant shall also identify an assistant project manager capable of filling in for the project manager in the event that the project manager is not available due to travel, illness, or other event that will be longer than one week in length.
2. **Schedule:** The Consultant shall provide, track, and update the project schedule and milestones utilizing *Microsoft Project* critical-path-method project management software. The schedule shall be developed in sufficient detail to track all project tasking reflected in the statement of work submitted in the approved proposal. Additional tasks and sub-tasks shall also be included in the schedule where appropriate. An updated and approved schedule along with a narrative report detailing progress, key issues, as well as a one-month "look ahead" of upcoming work efforts, shall be provided to the County PM with the monthly invoice for the Project duration.

The Consultant will be held responsible for meeting all milestone dates established and approved by the County for the duration of the Project. If milestones cannot be met or the schedule slips, the Consultant shall provide an update to the EPC PM with justification for not meeting the milestone date(s) and a recommended way forward for the County's approval. If the schedule slip is determined to be within the Consultant's control, the Consultant shall be prepared to assign additional staff or provide other means to remedy.

3. **Progress Payments:** The Consultant shall prepare and submit to the County, no more than monthly charges for costs incurred relative to the Project. To be eligible for payment, billings must be received within 30 days after the period for which payment is being requested and final billings on this contract must be received by the County within 30 days after the end of the contract work.
4. **Project Updates and Presentations:** The Consultant shall be prepared to provide periodic project updates ready for publishing to the El Paso County website. This data shall be provided in an editable format and/or Adobe Acrobat .PDF format and may include aerial photography, AutoCAD/digital planimetric, digital photographs, as well as verbiage.

The Consultant shall also be ready to prepare presentation materials including but not limited to *Power Point* presentations in accordance with project outreach and communications efforts.

B. PROJECT COORDINATION

The Consultant shall work closely with the County PM to identify impacted or interested parties and to develop strategies and action plans for facilitating communications, obtaining information, and coordinating regulatory approvals, utility issues, and property acquisition as required for advancing the Project. Continuous coordination with Utility Providers will be required from concept to final design and into construction.

The Consultant shall take the lead in scheduling and coordinating all meetings necessary to coordinate with the Developer, stakeholders, other affected parties, agencies, and utilities with respect to the project schedule. The Consultant shall facilitate these meetings and provide meeting agendas to all participants prior to the meeting. The Consultant shall provide meeting minutes and track discussion and action items generated by the meeting attendees. The Consultant shall not schedule or attend meetings with agencies, developers, or other outside parties without the direction and approval of the County PM. The County PM shall review the project schedule and the Consultant will maintain it throughout the Project.

At a minimum, bi-weekly progress meeting will be held with the County PM, with informal progress plans provided for discussion. Assume half teleconference and half face-to-face meetings for the duration of the design. Milestone meetings will be required, such as, the kickoff meeting, FIR plan review, ROW plan review and FOR plans and specifications review. The Consultant shall not proceed with project tasks until approved by the EPC PM.

C. CONCEPTUAL AND PRELIMINARY ENGINEERING AND ROW PLANS

The goal of this task is to build upon the Conceptual Design Report and provide conceptual and preliminary engineering for the corridor. This task will require assessment of existing available information necessary to refine alignments, determine right-of-way and easement issues, utility issues, property ownership and acquisition requirements, and environmental and permitting issues and requirements that will have to be studied and further developed in the final design phase of the Project.

The design (Construction Plans) shall be in accordance with the requirements of the El Paso County *Engineering Criteria Manual*, Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction (2019), CDOT M&S Standards (July 2019 and recently updated M&S Standards) or the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual, , whichever is more strict, and it shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal, state, and local regulations and standards. Deviations from criteria are not encouraged, and the Consultant shall make every effort to meet criteria. However, if deviation(s) from criteria is anticipated, the Consultant shall present the deviation to the EPC PM for consideration. If the County concurs, a formal deviation request will be required as specified in the ECM.

Permission to Enter (PTE) forms must be prepared by the Consultant and have signed approval by the property owners prior to entry. PTE forms will be needed for all work on private property, including, but not limited to: topographic survey, geotechnical boring and testing, utility locates and potholing, and environmental permitting surveys. Multiple work activities may be included on a single PTE form. El Paso County personnel and its agents shall be identified in the list of permittees. The County will provide the Consultant with its standard PTE template to be used in developing the form.

1. **Technical Requirements:** Design and construction for the Project shall use and incorporate the following documents in order of precedence:
 - a. "El Paso County Engineering Criteria Manual" (ECM) (Revised 12/13/2016, revision 6)
<https://assets-publicworks.elpasoco.com/wp-content/uploads/Documents/EngineeringCriteriaManual.pdf>
 - b. ECM revision 7
<https://assets-publicworks.elpasoco.com/wp-content/uploads/Documents/Resolution-19-245.pdf>
 - c. ECM revision 8
<https://assets-publicworks.elpasoco.com/wp-content/uploads/Documents/20-222.pdf>
 - d. "Pikes Peak Region Asphalt Paving Specifications" (March 20, 2019, version 5)
<https://assets-publicworks.elpasoco.com/wp-content/uploads/Documents/Pikes-Peak-Region-Asphalt-Paving-Specs-Version-5-3-20-2019.pdf>
 - e. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", Colorado Department of Transportation, State of Colorado (2019)
 - f. "COLORADO STANDARD PLANS, COLORADO DEPARTMENT OF TRANSPORTATION, M&S STANDARDS" (2019)

- g. Construction signage shall follow the federal "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", latest edition (MUTCD).
- h. City of Colorado Springs Drainage Criteria Manual (DCM) Volume 1 (dated October 12, 1994) and a portion of Volume 1 update (May 2014)
<https://assets-publicworks.elpasoco.com/wp-content/uploads/Documents/DrainageCriteriaManual-V1-Update.pdf>
- i. A portion of the City of Colorado Springs Drainage Criteria Manual Volume 2 (DCMV2)
<https://assets-publicworks.elpasoco.com/wp-content/uploads/Documents/Drainage-Criteria-Manual-V2.pdf>

The Consultant shall be responsible for procuring sufficient copies of the specified documents. The design shall meet the criteria specified in the ECM. A formal deviation request will be required for all deviations from criteria, as specified in the ECM.

2. **Permits:** The Consultant AND its subconsultant(s) shall obtain Work in the Right of Way permit(s) from El Paso County for all work in the County's ROW. This includes, but is not limited to surveying, geotechnical borings, potholing, etc. County work in the Right-of-Way permit fees will be waived. The permit application can be found here:

<https://publicworks.elpasoco.com/wp-content/uploads/Engineering/Forms & Applications/Work-Within-Right-of-Way-Application-Dec-2017.pdf>

The permit will require the following:

- Provide traffic control in accordance with the Manual on Uniform Traffic Control Devices. A Method of Handling Traffic plan shall be submitted with the Work in the Right of Way application.
 - The Consultant shall have, and will need to provide proof of, the appropriate bond (\$20,000) and insurance (\$1,000,000) per Section 5.2.7.F of the El Paso County Engineering Criteria Manual ECM. *Bonding will be waived in its entirety for all work that does not cause a disturbance i.e., topographic surveying, environmental surveys, traffic counts or similar*
3. **Design Survey:** The County will make available two-foot contours (LIDAR data) through License Agreement with El Paso County that may be used to produce digital topography for planning purposes. The LIDAR data is not sufficient for final design purposes.

The Consultant shall provide a design survey to determine control, locate utilities, determine topography, and identify existing monumentation. The mapping shall utilize ground coordinates and the NAVD88 vertical datum. The survey should extend to a sufficient distance either side of the existing roadway centerline and upstream and downstream of existing and proposed drainage structures to provide adequate data for the proposed roadway and drainage improvements. The Consultant shall provide base mapping for 0.1-foot final design drawing accuracy and to include a one (1) foot contour interval for topography. If requested, TBD title commitments may be obtained to assist with property boundaries.

4. **Geotechnical and Subsurface Investigation Report:** The Consultant shall identify soil and subsurface information requirements necessary to advance the design. The Consultant shall develop a detailed geotechnical investigation plan including borings and/or test pits for obtaining the information. The Consultant shall prepare a geotechnical and subsurface investigation report that summarizes the findings and establishes the design parameters for the various project elements, including but not limited to roadway pavement design(s), recommendations for traffic signal pole foundations, retaining walls, drainage structures, detention ponds, slope stabilization and/or utilities relocation, as applicable.

The pavement design(s) shall include composite section(s), full depth reclamation (FDR), use of cement with FDR, and use of soil cement and/or lime for subgrade as applicable and appropriate for logical

segments of the corridor. The pavement design(s) shall be based upon ESAL's established by forecasted traffic volumes established in the attached TIS.

The Consultant will be responsible for determining the final boring locations and depths to advance design of the Project. *For estimating purposes, the Consultant shall assume that the following will be required: four (4) borings to a minimum depth of 20 feet at each corner of the current All Way Stop Control (AWSC) intersections (4 each) for potential traffic signal pole foundations and four (4) additional borings to a depth of ten (10) feet at the AWSC intersection roadway approaches; additional borings linearly along the Eastonville corridor at 500 ft intervals to a minimum depth of 10 feet.* If the Proposer believes that additional borings will be necessary, this should be stated in the proposal and included in the estimated cost.

- 5. SUE / Utility Coordination:** The improvements may impact existing utilities. All existing utility systems must be considered in the corridor design, including roadway, intersection, pedestrian and drainage improvements. The Consultant shall contact and coordinate with utility companies during design and engineering. Upon notice to proceed, a letter with exhibit notifying utilities of potential impacts and requesting information will be sent via email to all known providers within the project area. The County will provide the letter template.

The Consultant shall follow the requirements described in [Senate Bill 18-167](#) and shall provide ASCE 38 Quality Level A for areas of known impact and Quality Level B for the remainder of the project area. The location of privately owned and maintained utilities such as sprinkler systems or similar shall be included in the work. Potholing, as required, shall be included in the work and shall be accomplished during final design to establish QL A. *For estimating purposes, the Consultant shall assume that fifty (50) potholes will be required.* If the Proposer believes that additional potholes will be necessary, this should be stated in the proposal and included in the estimated cost.

The Consultant identify and verify all utility specific and/or utility provider owned easements. Exhibits/plans shall clearly identify the existing location of the utilities and existing utility easements. Based on the proposed improvements and in coordination with the utility providers, the Consultant shall determine utility corridor requirements within the road right-of-way and identify any easement or acquisition requirements that may be necessary for relocation. The preliminary plans shall be distributed to all affected utility companies in the corridor for review and comment. A utility coordination meeting will be held, and the Consultant shall implement the results of these investigations and recommendations into the construction and ROW plans. *Design of utilities and/or their relocation is NOT included in this RFP. The utility providers will design their own relocations.*

- 6. Environmental Clearances / Permitting:** The Consultant shall investigate conditions within the project area and identify any required environmental permitting necessary to advance the project: e.g. ISA checklist, floodplain permitting, wetlands mitigation/permitting, threatened and endangered species, migratory birds, water quality, etc. All Work shall be in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA), as applicable.

The Consultant shall take the lead in initial coordination with applicable environmental agencies such as local, state, and federal agencies, U.S. Army Corps of Engineers (USACE), Colorado Division of Wildlife, CDPHE (Stormwater Discharge Permit), US Fish and Wildlife, and the Regional Floodplain Administrator, to determine appropriate processes and permitting required. These efforts shall commence immediately upon Notice to Proceed for the Project.

The Consultant shall assume a level of effort similar to that of a Categorical Exclusion (Cat-Ex). *For estimating purposes, the Consultant shall assume that a Nationwide Permit 14– Linear Transportation Projects (NWP14) will be required for work within waters of the U.S and wetland delineation and*

determination of permanent and temporary wetland impacts will be needed. It is anticipated that the Consultant will provide a desktop review for the archaeological, paleontological and historical evaluations. For estimating purposes, the Consultant shall assume that NO fieldwork will be required for the archeo, paleo and historical evaluations.

A Floodplain Development Permit through the Regional Building Department (Pikes Peak Regional Development Center) will be required for any work in a Floodplain. The Consultant shall make every effort to design drainage structures and associated channel improvements so that proposed construction shall not cause more than a one (1) foot rise or drop in the 100-year base flood elevation. If "no rise" can be achieved, a "no rise" certification letter with supporting documentation stating that the proposed construction will not cause more than a one (1) foot rise or drop in the 100-year base flood elevation at any point within the project area will be required to obtain the permit. The letter shall be signed and sealed by a Professional Engineer licensed in the State of Colorado. A LOMR / CLOMR will only be considered if less than one-foot rise/fall cannot be achieved. *For estimating purposes, the Consultant shall include costs associated with the "no rise" certification letter. Costs for a LOMR / CLOMR shall NOT be included in the fee schedule.*

7. **Hydrology and Hydraulics:** The Consultant shall compile and review drainage reports, studies, and FEMA floodplain information for the corridor. The Consultant shall provide Project-specific hydrology and hydraulics calculations and complete a project hydrology and hydraulics (H&H) report including HEC-RAS or similar analysis to support proposed structures and channel design, as applicable, in accordance and in compliance with the EPC-adopted *Drainage Criteria Manuals*. The Consultant shall analyze and address all stormwater requirements to ensure that the Project is compliant with the El Paso County Engineering Criteria Manual (appendix I). The analysis and backup documentation shall be presented in a report or memo format and may be incorporated into the H&H Report. Structures shall be designed to handle the 100-year storm and box culverts / bridges shall have two feet of freeboard, per County standards. Water surface profiles for the design storms and flood delineation, including FEMA floodplain, as applicable, shall be evaluated and included with the report.
8. **Erosion Control / Stormwater / Water Quality:** The Consultant shall analyze and address all water quality requirements to ensure that the Project is compliant with the El Paso County Engineering Criteria Manual (appendix I). The analysis and backup documentation shall be presented in a report or memo format and may be incorporated into the H&H Report. The Consultant shall prepare a report that defines the best management practices (BMPs) that will be incorporated into the design for managing construction and post-construction stormwater quality. Two checklists shall be completed by the Consultant to determine the need/lack of need for a CDPHE-CDPS permit (impacts over an acre) and the need/lack of need for water quality. The checklists will be used for planning/design purposes during the concept/preliminary phase and will not require an engineer's stamp until final design.

A Grading and Erosion Control Plan, detail sheets (as appropriate) and CDOT's standard SWMP sheets shall be incorporated into the construction plan set. The Consultant shall determine any property acquisition requirements that may be required for managing stormwater quality. The Consultant shall implement the results of these investigations and recommendations into the construction and ROW plans. A SWMP Notebook is not required.

9. **Intersection Improvements Alternatives Analysis and Recommendation:** The need for new intersection control or modifications to existing intersection control was analyzed in the TIS (Attachment 1). For intersections requiring improvements, the Consultant shall identify the existing conditions and associated problem(s), provide alternatives, and assess the effects of each alternative. The Consultant provide recommendation(s) for any identified intersection improvements.
10. **Conceptual Property Impacts:** The Consultant shall provide a list and exhibit(s) to the County PM identifying all properties that are likely to be impacted by the Project. The Consultant shall obtain TBD title

commitments for an approved list of properties. Applicable information will be included in the conceptual design package and preliminary plans. *For estimating purposes, the Consultant shall assume that four (4) TBD commitments will be required.*

11. **Conceptual Design Package:** The Consultant shall develop/update a conceptual design package that defines the improvements that will be advanced into the preliminary and final design stages and incorporates the findings from the investigations identified in the above items. The conceptual design package shall include design criteria, conceptual construction drawings, ROW and easement memo and exhibit(s), phasing, cost estimates, and a construction timeline. At a minimum, the conceptual drawings shall include base mapping and plan drawings (scale: 1" = 100') showing existing conditions, proposed improvements, existing and future utility lines and corridors, existing and proposed ROW and/or easements, environmentally sensitive lands that are affected by the improvements, as well as, typical cross-sections showing lane widths, shoulders, drainage elements, and utility corridors, as appropriate. Standard plan sheet size shall be 11"x17".
12. **Preliminary Construction Staging & Traffic Control:** The Consultant shall provide recommendations and prepare preliminary staging plans for the improvements including lane closures, detours, and maintenance of traffic provisions that will be required during each phase of construction. A detailed breakdown of traffic control devices is NOT required.
13. **Preliminary Construction Documents:** The Consultant shall prepare preliminary construction plans to include, at a minimum: roadway plans and profiles, existing and proposed ROW and easements, typical roadway sections, existing utilities and proposed relocations, drainage improvements, and construction and post-construction stormwater quality BMPs. Structural layouts for bridge improvements including approach slabs, abutments, wingwalls, and pier configurations, typical foundation plans, span configurations, cross sections, and typical details will be included as applicable. Roadway cross sections shall be provided at 25-foot increments and at helpful locations. They shall show (at a minimum): existing ground, proposed finished grade with asphalt and base course depths, existing utilities and existing ROW.

A detailed outline and draft language for anticipated project specifications shall be provided based on the preliminary plans.

14. **Preliminary ROW Plans:**

- a. The County will provide applicable plats for properties within the Project limits.
- b. Title Commitments: The Consultant shall provide a list of properties to which a permanent interest in real property will need to be acquired to the County PM. The Consultant / property acquisition services firm will coordinate and secure TBD title commitments from a title company for those parcels.
- c. Based upon the design and title work, the Consultant shall prepare preliminary right-of-way (ROW) plans describing existing and proposed ROW and non-exclusive permanent and temporary easements on behalf of El Paso County if deemed applicable. The format shall be similar to that used by the Colorado Department of Transportation. Templates may be found online at:

<https://www.codot.gov/business/manuals/right-of-way/Chapter%20%20-%20ROW%20Plans/ROW%20Plan%20Templates>

15. **Cost Estimate and Schedule:** A preliminary construction cost estimate and schedule shall be provided based upon the preliminary construction drawings. The estimate and schedule will include all elements that will impact the Project, including, but not limited to: utility relocations (to be paid for by the Project), construction, construction management services, and contingencies. The CDOT cost data book and/or similar recently bid or constructed projects will be the basis for the unit prices unless more accurate local information is available.

16. **Construction Schedule:** A preliminary construction schedule shall be provided based upon the preliminary construction drawings. The schedule will include all elements that will impact the project, including, but not limited to: utility relocations, construction permitting, and salient construction milestones.
17. **Phasing Plan:** As construction is anticipated to be phased, the Consultant shall provide a recommended phase breakdown to be presented to the County for consideration upon completion of preliminary design. At this time, the Developer-led design will be considered Phase I, and the areas south and north of Phase I, are anticipated to be Phase II and Phase III, respectively. The breakdown shall include justification for priority (i.e., safety, intersection control needs, population/ADT, etc.), estimated limits of construction and their salient features, estimated costs and construction estimated duration for each phase. Final design schedule and property acquisition priorities will be based on the approved phasing plan.
18. **Public Meeting:** The County will determine whether a public meeting will be required. If necessary, the meeting will be located near the project site and scheduled on a Tuesday, Wednesday, or Thursday evening. The purpose of the meeting will be to inform the public and more specifically the impacted residents about the Project and generally describe the improvements.

The Consultant shall include the cost for an in-person public meeting in their quote and for estimating purposes shall assume the following effort:

- One member of the Consultant's team shall attend the meeting (approximately 3 hours)
 - Consultant will provide large exhibits depicting the recommended alternative / intersection improvements
 - Consultant will prepare FAQ's and comment cards for attendees
19. **Concept/Preliminary Deliverables:** All deliverables shall be provided hard copy and on CD. They shall be clearly organized and indexed for easy access and retrieval. Prior to document submission, the Consultant shall also provide draft and/or progress documents to the County in sufficient time to allow County review and incorporation of comments into the final document submittal. For scheduling purposes, the Consultant should allow 5 to 15 working days for County review, depending on the size and complexity of the report/document submission. Draft and final submissions should be reflected on the project schedule.

Informal progress plans / specifications / reports (as applicable) will be provided by the Consultant for discussion at all progress meetings. Hard copy or electronic format will be dependent upon the type of meeting (i.e., telecom or face to face).

Conceptual Deliverables include:

- a. Geotechnical and Subsurface Investigation Report
- b. Conceptual Utility Impacts/Relocation Requirements Memorandum (with exhibits)
- c. Conceptual Environmental Impacts and Permit Requirements Memorandum
- d. Hydrology and Hydraulics Memorandum
- e. Water Quality Memorandum (including MS4 checklists)
- f. Intersection Improvements alternatives and recommendations
- g. Property Impacts Memorandum with Preliminary Right-of-Way Plans (11x17 sets)
- h. Design Criteria & Conceptual Design Drawings (11x17 sets)
- i. Deviation Requests (as applicable)
- j. Cost Estimate and Construction Scheduling & Conceptual Phasing Recommendation
- k. FIR plan review meeting

Preliminary Deliverables include:

- a. Hydrology and Hydraulics Report

- b. Environmental Memorandum & Reports
- c. Grading and Erosion Control Plan (with water quality features, as applicable)
- d. 60% Construction Drawings (11x17 sets)
- e. 60% Right-of-Way Plans (11x17 sets)
- f. Project Specifications & Outline of CDOT Standard Special Provisions
- g. Deviation Requests (as applicable)
- h. 60% Staging Plans / Maintenance of Traffic Plans (11x17 sets)
- i. 60% Cost Estimate
- j. 60% Construction Schedule
- k. Phasing Plan

D. ACCESS MANAGEMENT PLAN

Based on the ECM criteria, Eastonville Road corridor TIS, CDR and the preliminary design, the Consultant will build a framework for corridor access management. Existing points of access and proposed access, and provisions for existing driveways shall be researched and addressed. Mailbox locations will be coordinated with the Postmaster and property owners as needed. The Consultant will evaluate feasibility and benefit of combining and/or re-routing driveways and provide safe solutions for property owners and traveling public. Access restrictions as well as minimum spacing requirements for access points will be identified. An Access Management Plan (AMP) that incorporates access restrictions, access spacing requirements and other controls as appropriate for the functional classification in accordance with current design standards in the context of future development along the corridor will be prepared. The AMP will include existing, interim, and ultimate access accommodations throughout the corridor, to be coordinated with recommended phasing of safety improvements, interim construction, and capacity improvements. The AMP will be formatted as a concise report with accompanying maps. At a minimum, the Consultant will provide a standalone Access Management Plan (AMP) that includes a corridor overview, relevant access management guidelines and design criteria, plan implementation and access request.

The approved AMP will be used for final design of the corridor to mitigate existing accesses and future accesses, as applicable. The AMP will be evaluated for further action (BoCC or Planning Commission approval), used at a minimum for guidance for the public, developers and EPC Planning and Community Development. *Any Consultant support for further action is beyond scope of this RFP, fee not included.*

Access Management Deliverables include: Access Management Plan

E. FINAL ENGINEERING/DESIGN SERVICES

Based on the preliminary design and contract documents approved by the County, the Consultant shall prepare final designs and construction documents for bidding, in hardcopy and electronic format as required by the County. Prior to commencing final plan production, all salient features of the preliminary plan shall be determined for the intersection improvements and approved by the County.

A plan submittal shall be made in preparation for the Final Office Review (FOR). The FOR plan submittal shall be reviewed and approved by the County prior to final plan production.

1. **Construction Documents:** The Consultant shall prepare final designs and final construction documents for bidding. The construction documents will be finalized following the plan format provided by the County. Standard plan sheet size shall be 11x17. Construction drawings shall be signed and sealed by a Professional Engineer licensed in the State of Colorado. The construction plans shall include, at a minimum, summary of approximate quantities (SAQ), tabulations, survey control, applicable alignments and profiles, existing and proposed ROW and easements, typical sections and details, existing and proposed utilities and relocations, construction, and post-construction stormwater BMPs, details, signing and pavement

marking plan, construction phasing, plan cross sections and applicable CDOT M&S Standard revised sheets. Checklists including all final design elements will be provided under separate cover.

Production of plan and profile sheets will be developed on a 1" = 100' scale horizontal, and 1" = 20' scale vertical, unless otherwise approved. All data (i.e., construction centerline line and curve data) for construction shall be delineated and labeled on the plan and profile drawings in addition to the horizontal control drawings. Grading and erosion control plans, separate from the plan and profile drawings, shall also be produced at a scale no smaller than 1" = 100' and shall include all drainage related grade information including inverts and top of grade for all existing and proposed drainage structures, channels, etc. Provide cross sections at minimum 25-foot increments and at helpful locations. Include cut/fill data for each section, either on the cross-section sheets or in a summary report. Special details required for the roadway, intersection improvements, structure(s), retaining walls, channel, etc. shall be prepared and included in the plan set. Utility relocations, as well as existing utilities, shall be included and clearly delineated in the plan set and in the cross sections.

The plans shall include Summary of Approximate Quantities and Tabulations of Quantities for the roadway, intersection improvements, and other specialty items, as appropriate. Tabulations shall be created for the benefit of the Contractor and for appropriate line items only. Requirements for construction phasing/traffic control/detour plans, signage & striping and for Erosion Control and Stormwater Management Plans are further defined below.

- 2. Construction Phasing / Traffic Control / Signage / Striping Plans:** The Consultant shall prepare final construction phasing and construction traffic control plans to be incorporated in the construction plan set. The construction traffic control plans will be prepared for the Project in specific conformance with the *Manual of Uniform Traffic Control Devices (MUTCD)*. These plans shall clearly delineate detours and traffic control signage for each construction phase. Recommendations for the most cost-effective construction traffic control shall be provided. Traffic control devices such as cones, barrels, etc. will NOT be delineated or quantified. It is anticipated that the Contractor will construct all improvements under traffic unless specific phasing is determined to be significantly beneficial to the construction schedule and cost and is approved by the County.

Any temporary construction phasing traffic control and signage shall be separate sheets, and each phase of traffic control which is assumed to be in place for more than 48 hours shall be delineated separately within the plans and included within the plan set. *This plan is not to be confused with the requirement of method for handling traffic (MHT) which shall be provided by the prime contractor during construction phase.*

- 3. Permanent Signage and Striping Plan:** The Consultant shall prepare final permanent traffic control plans to be incorporated in the construction plan set. The plan will be prepared for the Project in conformance with the design criteria and the *Manual of Uniform Traffic Control Devices (MUTCD)*. These plans shall clearly delineate and label signage and pavement markings, as required. Each road name sign will be drawn and dimensioned according to EPC criteria and per the MUTCD and included in the plan set.
- 4. Erosion Control / Stormwater Management / Water Quality:** The Consultant shall review the original EPC Stormwater Checklists to verify that the original determinations for water quality applicability and stormwater permitting applicability are correct. The final checklists will be signed and sealed by a Professional Engineer.

If the Project will exceed an acre of impacts, the Consultant shall provide final Grading and Erosion Control Plans, project-specific best management practice (BMP) details (as appropriate) and CDOT standard SWMP sheets for inclusion in the contract documents. They shall define the BMPs for managing stormwater runoff, stormwater run-on, and water quality during construction and post-construction. The notes and plans shall be prepared in general accordance with County guidelines. A SWMP Notebook is not required.

Plan and detail sheets supporting the techniques described in the SWMP narrative sheets shall utilize standard SWMP symbology and shall incorporate all necessary linework needed to obtain a CDPHE-CDPS Stormwater Construction Permit and the El Paso County ESQCP, as applicable (e.g., limits of disturbance line, flow arrows, wetland mitigation areas, etc.).

5. **Hydrology and Hydraulics Design Report:** The Consultant shall provide a final Hydrology and Hydraulics Design Report that supports the final design and includes complete design calculations. The report shall be signed and sealed by the Professional Engineer responsible for the report.
6. **Final Utility Coordination:** The 90% plan and specifications shall be distributed to all affected utility companies in the corridor for final review and comment. A utility coordination meeting will be held prior to advertisement for construction, if required. Comments will be incorporated, as appropriate, in the final bid documents.

As applicable, the Consultant shall coordinate requirements for utilities relocation with the County and Utility Providers.

7. **Environmental Clearances / Permitting:** The Consultant shall obtain, on behalf of the County, all necessary environmental clearances and permits to advance the Project to construction.
8. **ROW Plans:** Based upon the design, utility coordination, property owner coordination and updated title work, the Consultant shall provide 90% right-of-way plans describing existing and proposed ROW and easements. These ROW plans will be used for property acquisition to move the approved phases to construction and will be used by PCD to coordinate with development within other areas of the corridor. *The final ROW plans shall be revised to include all updated information from property acquisition negotiations, as required.*
9. **Legal Descriptions and Sketch Exhibits Preparation:** The Consultant shall prepare all legal descriptions and sketch exhibits required for the property acquisition process based on the approved Phasing Plan and as specified in the Uniform Act. As applicable, the County will honor existing "prescriptive" ROW, per the title commitments, BoCC resolution and/or fence lines, and the exhibits shall reflect this as ROW. The format shall follow El Paso County criteria. Individual sketches shall be prepared for each ROW or easement to be acquired, i.e., not combined on one sketch. Upon approval by the County, the legal descriptions shall be signed and sealed by the Professional Land Surveyor (PLS) of record prior to submittal to the property owners. Example legals will be provided by the EPC PM. *For estimating purposes, the Consultant shall assume that 20 legal descriptions shall be written.*
10. **Contract Specifications:** The Consultant shall produce Project Specifications in accordance with the 2019 Colorado Department of Transportation *Standard Specifications for Road and Bridge Construction*, supplemented by the El Paso County *Engineering Criteria Manual*. The Project Specifications will include the technical specifications and CDOT standard special provisions. As required, the Consultant shall prepare supplemental specifications to address project specific construction requirements that vary from, or are not addressed in, the CDOT Standard Specifications. The CDOT Standard Special Provisions shall be downloaded from CDOT's website, compiled, and included in the specifications package. All applicable inserts for the specifications shall be included in the Plans, Specifications and Estimate (PS&E) submittal/specification set such that the submittal shall be ready for advertisement.
11. **Final Cost Estimate:** A detailed construction cost estimate shall be updated based upon the completed and approved final design construction drawings. Estimates will include all construction material items, construction survey, mobilization, signing, construction traffic control, and force account work required. The CDOT cost data book will be the basis for the unit prices unless more accurate local information is available. Costs for utility relocations, and construction management and inspections shall be itemized separately. The estimate shall be signed and sealed by the Professional Engineer responsible for preparing the estimate.

12. **Final Design Deliverables:** Prior to final document submission, the Consultant shall also provide draft and/or progress documents to the County in sufficient time to allow County review and incorporation of comments into the final document submittal. For scheduling purposes, the Consultant should allow 5 to 10 working days for review depending on the size and complexity of the report/document submission. Draft and final submissions should be reflected on the project schedule.

The Consultant shall comply with the following requirements, as applicable:

- Provide the Plans and Reports to the extent required by the nature of the Work.
- Plans and Reports produced and sealed by a Colorado Registered Professional Engineer to ensure Utility Clearance, Environmental Clearance, and Right-of-Way Clearance from El Paso County.
- Provide final assembly of Plans and Contract Documents.
- Be responsible for the Plans being accurate and complete.
- Make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto.
- Afford the County ample opportunity to review the Plans and make any changes in the Plans as directed.

Final Design Deliverables (Bid Set Requirements)

One (1) original and one (1) copy of all deliverables shall be signed and sealed by a Colorado Registered Professional Engineer or Professional Land Surveyor unless otherwise noted. Bid Set deliverables shall also be provided via shared link, thumb drive or on a CD in .pdf format, unless specified otherwise.

- 1) Final Design Drawings and Project Specifications to be provided in accordance with the following:
 - 11x17 plan sets including cross sections (reproduced)
 - Project Specifications
- 2) ROW Plans
- 3) Legal Descriptions and Sketches
- 4) Final Hydrology and Hydraulics Report
- 5) Final Environmental Reports
- 6) Grading and Erosion Control and Water Quality Plan
- 7) El Paso County Stormwater Checklists (signed and sealed by PE & signed by EPC PM)
- 8) Final Construction Cost Estimate (.pdf and Excel file)
- 9) AutoCAD files (to be provided with advertisement for construction)
- 10) One copy of the Final Plans in a .KMZ format showing all proposed work and right-of-way limits. File must accurately reflect the plans with an accurate geo-location embedded in the plan's CADD file. The .KMZ file should be compatible with Google Earth.

F. OPTIONAL/ADDITIONAL SERVICES

The need for and/or scope of optional / additional services will be determined as design of the Project progresses. If it is determined that optional / additional services are required, a separate statement of work will be provided to the Consultant for proposal purposes at that time and handled as an amendment to the Purchase Order. Costs for these services therefore should not be included in the fee proposal. The Consultant should, however, reflect in the proposal their understanding of the process and availability to provide additional services, if required. El Paso County reserves the right to do the work in-house or to contract all or portions of additional services to a separate vendor.

Property Acquisition Services – OPTIONAL

Based on the Right-of-Way plans and construction plans approved by the County, the Consultant may be requested to provide property acquisition services for temporary easements, permanent easements, utility easements, and/or right-of-way. All acquisition/relocation activities must comply with all federal and state statutes, regulations, CDOT policies and procedures, 49 CFR Part 24, the government wide Uniform Act regulation, the FHWA Project Development Guide, and CDOT's Right of Way Operations Manual.

- 1. Title Commitments:** The Consultant shall obtain updated TBD title commitments prior to legal description and conveyance document preparation. Title information shall be distributed to the County, the appraiser, and the ROW agent. The ROW plans and construction plans shall be updated, as required.
- 2. Letters, Memorandum of Agreement (MOA), and Conveyance Document Preparation:** The Consultant shall prepare all letters required for the property acquisition process as specified in the Uniform Act. The Consultant shall prepare the MOA and conveyance documents for recording special warranty deeds, non-exclusive permanent easements, and temporary easements. The format shall follow El Paso County criteria. The County Project Manager and County Attorney shall approve the documents prior to submittal to the property owners. Examples of the acquisition letters, MOAs, and conveyance documents shall be provided to the selected Consultant.
- 3. Appraisals:** If appraisals are required, the Consultant shall coordinate with an independent Certified General Appraiser for property appraisals. An appraisal will be required if the total acquisition value on a parcel is estimated to exceed \$10,000. The appraiser shall be competent to prepare eminent domain appraisals. The appraisals shall be based on fair market values for the immediate area. Waiver valuations or value finds will be allowed for property acquisitions with values estimated to be less than or equal to \$10,000. *For estimating purposes, the Consultant shall assume that four appraisals will be required.*
- 4. Property / Appraisal Staking:** The Consultant shall provide preliminary survey and temporary staking, as required, for proposed right-of-way, permanent easements, and temporary easements for appraisal/value find, property owner viewing, and/or design accuracy.
- 5. Negotiations:** The Consultant shall perform all negotiations with affected property owners. All offers must be approved by the County Project Manager prior to presentation to the property owners. Minimum offers are as follows:
 - Temporary easement(s) only: \$500.00
 - Permanent easement(s) only or including temporary easement(s): \$800.00
 - Right-of-Way (fee simple) only or including permanent and/or temporary easement(s): \$1,000.00

Final access to the impacted property after construction is complete (and during construction as applicable) shall be discussed with the property owner(s), documented in the acquisition logs, and specifically referenced/described on the MOA – even if there is no change to access. Language shall be approved by the EPC PM prior to obtaining signature(s) from the property owner(s) on the MOA.

When offers are accepted, the Consultant shall provide original signed documents (MOA, PE's and TE's) to the County PM for approval by the Board of County Commissioners (BoCC). A copy of the signed Special Warranty Deed shall be provided in lieu of the original. If a Statement of Authority or similar is required, it shall be recorded in the office of the El Paso County Clerk and Recorder or otherwise approved as appropriate, prior to submitting the acquisition package to the County PM. Upon approval by the BoCC, a copy of the recorded MOA and BoCC resolution will be provided to the Consultant for their records. The original PE's and TE's will be returned to the Consultant to proceed with closing.

- 6. Closings:** The Consultant shall organize acquisition closings with the Title Company, the County, and the affected property owners.

- a. The Consultant shall ensure that the property owner has paid all prior year(s) taxes and current year prorated taxes prior to, or at closing, for Right-of-Way and/or Permanent Easement acquisitions on behalf of the County.
- b. The Consultant shall obtain partial lien releases for land encumbrances for all acquisitions that include Right-of-Way. Subordination agreements shall be obtained for Permanent easement(s) only or that also include Temporary easement acquisitions on behalf of the County.
- c. Coordination with the County Attorney will be required to obtain County signatures on closing documents.
- d. The Consultant shall provide title insurance for each parcel requiring Right-of-Way and/or permanent easement acquisition on behalf of the County.
- e. All fees associated with partial releases, subordination agreements, closing costs, and title insurance shall be invoiced through the Consultant for reimbursement by the County. El Paso County recording fees shall be waived.

7. ROW & Easement Status Report: The Consultant shall keep a ROW and easement status report spreadsheet including, but not limited to the following: all pertinent property information, type, area, and status of the acquisition, milestone dates, negotiation details, and next steps with an anticipated timeline. Anticipated costs for property and other negotiated items shall be included. An electronic example copy will be provided by the County if requested. The updated report shall be presented to the County Project Manager on a weekly basis, as appropriate. Bi-weekly meetings shall be anticipated.

Bid Process and Construction Phase Services – OPTIONAL

The Consultant shall provide Bid Process and Construction Phase support services, as required. The need and extent of such services will be determined during the final design phase. The Consultant should describe its ability and experience in performing such duties in the proposal submittal. The support services are anticipated to include the following:

- 1. Attend Pre-Bid Conference:** The Consultant shall attend the construction pre-bid conference with the County Project Manager, County Procurement and Contracts, and prospective bidders, and provide support as required.
- 2. Respond to Requests for Information (RFI):** Upon advertisement of the Project for construction, the Consultant shall make available services as requested to assist in the evaluation of construction and the resolution of construction problems that may arise during the construction of the Project. The Consultant shall respond in a timely fashion to questions and requests for clarification related to the design. All responses are to be coordinated through the County Construction Project Manager.
- 3. Shop Drawing and Submittal Reviews:** The Consultant shall provide a list of all submittals required by the contract documents, track the submittal and approval process, and provide timely comment/approval based on the review of submittals and shop drawings for conformance with the contract documents and compliance with the provisions of the CDOT *Standard Specifications for Road and Bridge Construction*, in connection with this work.
- 4. Meetings:** The Consultant may be requested to attend job meetings with the contractor and County Construction Project Manager and shall support the County in providing clarification and design input to questions about the design or in addressing field related problems that require design input.
- 5. As-built drawings:** Upon completion of Project construction, the Consultant shall utilize the redlines provided by the Construction Manager to create electronic as-built plans. One (1) original 11x17 as-built plan set shall be provided to the County. As-built construction plans and final ROW plans shall be digitally produced in AutoCAD Civil 3D, version TBD, unless otherwise approved. All files shall be submitted to the

County via shared link, thumb drive or on CD. They shall be indexed and include a table of contents for the files. All files with cross-referenced files (xrefs) shall have those xrefs identified in the index for each drawing file applicable. All drawing “.DWG files”, “. TIN” files, and other files pursuant to designing the work produced shall be included and properly indexed.

6. **Post-Construction Survey:** Upon completion of property acquisition, the PLS of record shall set final permanent pins for new right-of-way and permanent easements, as required. The Consultant shall update the ROW plans, and the PLS of record shall sign and seal and record the final ROW plans with El Paso County.

III. INVOICING AND PAYMENT

Payment will be made as specified in the PPRTA Services Contract. An itemized invoice with supporting documentation must be submitted to the County Project Manager and approved by County staff prior to payment. Supporting documentation may include timesheets, receipts, sub consultant invoices, travel log or other similar documents. County staff will process all payment requests for approval through El Paso County administrative personnel. In addition to the aforementioned supporting documentation, the County requests a cover letter/progress report outlining a summary of performed services and upcoming tasks and an approved current schedule be submitted with each invoice. This schedule should be coordinated with and approved by both County and Consultant prior to its submittal with the invoice.

- A. The County will reimburse the Consultant's reasonable, allocable, allowable costs of performance of the Work, not exceeding the maximum agreed total amount. To be eligible for reimbursement, costs by the Consultant shall be:
 1. in accordance with the terms and conditions of the contract;
 2. billing rates for the prime Consultant and its subconsultant(s) shall be in accordance with the contract;
 3. necessary for the accomplishment of the Work;
 4. reasonable in the amount for the goods and services provided;
 5. actual net cost to the Consultant (i.e., the price paid minus any refunds, rebates, or other items of value received by the Consultant that have the effect of reducing the cost actually incurred);
 6. incurred for Work performed after the effective date of this contract;
 7. satisfactorily documented:
 - All allowable costs charged to the Project shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature of the charges.
 - Any check or order drawn up by the Consultant, including any item which is or will be chargeable against the project account, shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Consultant, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
- B. The Consultant shall prepare and submit to the County, no more than monthly, charges for costs incurred relative to the Project:
 1. Invoices shall include the contract number, purchase order number, "Pay Request Number", a description of the services performed, the dates of performance and the amounts, description of reimbursable expenses, and any other project specific information requested by the County. There should be a summary of accounting to include: initial contract amount, additional amount(s) added to contract via change order, amount previously billed, amount billed with current invoice, total amount billed to date including current billing and amount remaining in the contract.
 2. Invoices shall include a status report that briefly summarizes the work completed within the invoiced pay period and anticipated work for the next month.

3. If personnel (title and/or name) that is not listed on the contract approved rate sheet is used on the Project, the Consultant shall provide a brief introduction of the employee including their Name, Title, billable rate and short description of their previous work, on-going work and/or future work on the Project. This information shall be included on the Status Report sheet.
 4. Invoices shall be signed by the Project Manager prior to submittal to the County.
- C. To be eligible for payment, billings must be received within 30 days after the period for which payment is being requested and final billings on this contract must be received by the County within 30 days after the end of the contract work.

IV. PROPOSAL PROCESS AND SELECTION

A. PRE-PROPOSAL CONFERENCE

There will be a **VOLUNTARY PRE-PROPOSAL CONFERENCE** held on **Thursday, August 26, 2021 at 10:00 AM (MT) at 3275 Akers Drive**. When attending the Pre-Bid Conference, the attendee should bring his/her business card. This pre-proposal conference is not mandatory; however, it is strongly recommended that interested parties attend, to have questions answered.

B. INQUIRIES

Questions related to this Request for Proposals (RFP) must be directed to Becky Schaffstein, CPPB, Procurement Specialist, Contracts & Procurement Division at 719-332-7634 or by email to: beckyschaffstein@elpasoco.com. **Final questions are due no later than 12:00 PM (MT), Friday, August 27, 2021 submitted in writing via Rocky Mountain E-Purchasing System.** If needed, written responses to those questions shall be published as an addendum after the final questions are due. Do not contact any other individual regarding this RFP other than the Procurement Specialist listed above.

C. PROPOSAL SUBMITTAL

Proposals must be submitted through Rocky Mountain E-Procurement System by no later than **12:00 PM (MT), Friday, September 10, 2021**. www.rockymountainbidsystem.com.

Contractors shall submit three .pdf files: The County prefers the .pdf files to be searchable. Contractors must follow the naming convention as described below.

Technical Proposal: Company Name RFP # Tech. Example (ABC Cleaning 21-001 Tech)
Fee Proposal: Company Name RFP # Fee. Example (ABC Cleaning 21-001 Fee)
Public Copy: Company Name RFP # Public. Example (ABC Cleaning 21-001 Public)

Public Copy will be available for public inspection and should not contain any information that the Contractor deems confidential and proprietary.

Proposals shall be signed by an authorized representative of the Contractor. Failure to submit the information requested may result in the El Paso County Contracts & Procurement Division requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. The Contracts & Procurement Division may reject proposals which are substantially incomplete or lack key information.

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined.

The following items must be included in the proposal in the order listed herein:

1. **The Response Checklist (form included in this RFP package).**

2. **Each Addendum acknowledgement signed for each addendum issued. The Addendum content does not need to be attached, just the acknowledgement page.**

3. **Qualification Statement.**

4. **Specimen Copies of requested insurance certificates.**

5. **Project Plan:** Project Plan shall be printed on both sides of the paper, divided into appropriate sections, and information submitted shall be comprehensive, concise and easily found. The following information must be included in the Project Plan, *in the order listed*:

- a. Cover Letter: Include the following elements of information in the letter as a minimum:
 - RFP number and project name.
 - Statement that the firm is qualified to perform the work.
 - Certification statement that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
 - Name, telephone number, e-mail address, and fax number of the individual to contact regarding the submittal.
 - The signature of an authorized principal, partner, or officer of the firm.
 - *Maximum of one page in length (excluding the reservations, conditions, constraints or exceptions)*
- b. State any reservations, conditions, constraints or exceptions to El Paso County's standard Professional Services Contract or exception to the any items addressed in this document. If none, please state none. Separate page(s) may be included as required. If separate page(s) are included, an "Exceptions" section must be included and clearly marked in the proposal.
- c. Ability of the Company to meet or exceed the requirements defined in the RFP (requested information may be combined as applicable):
 - i. Company history, stability, and financial standing:
 - Provide a brief description of your firm including location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the County).
 - Summarize/list the Company's applicable qualifications and/or certifications. The County may request proof of the listed certifications prior to performing work.
 - *Maximum of one page in length.*
 - ii. Describe/summarize the Company's relevant experience. Include a maximum of 3 relevant projects with similar services, timelines and/or magnitudes, as applicable.
 - Generally, describe project scope and services provided.
 - Specifically identify key personnel and/or subconsultants involved in the similar projects and their roles and responsibilities.
 - *Maximum of two pages in length.*
 - iii. References:
 - Provide 3 minimum, 5 maximum references where your firm provided similar services. It is preferred that representatives of El Paso County not be provided as references.
 - Provide: Firm names, contact names and titles, phone numbers, and email addresses

- Summarize type of service(s) provided and past performance.
 - *Maximum of two pages in length*
- d. Ability of the Company's Key Personnel to meet or exceed the requirements defined in the RFP:
- i. Describe number and nature of professional staff available for this Project.
 - ii. Provide an organization chart with anticipated staff and Key Personnel that will be assigned to the Project.
 - iii. Provide current and projected workload of Key Personnel
 - iv. Describe/summarize Key Personnel's relevant experience.
 - Include relevant projects with similar services, timelines and/or magnitudes, as applicable. (This may include experience with a different Company.)
 - Generally, describe project scope and key personnel's role in the project.
 - v. Provide a list of subconsultants that will be used for the proposed work and describe the scope of work that will be provided by each subconsultant. If no subconsultants will be used, state such.
 - Describe/summarize each subconsultant's relevant experience. Include a maximum of 3 relevant projects with similar services, timelines and/or magnitudes, as applicable.
 - Generally, describe project scope and services provided.
 - Specifically identify key personnel involved in the similar project.
 - vi. Summarize/list applicable qualifications, licenses, training and/or certifications of Key Personnel. The County may request proof of the listed training, certifications, and/or licenses prior to performing work.
 - vii. Resumes for Key Personnel may be included if additional information is deemed necessary. If included, resumes shall be located in an appendix and referenced in the proposal as applicable. *Maximum one (1) page per resume.*
 - viii. *Excluding the brief resumes and organization chart, the information provided in response to this item shall not exceed four (4) pages.*
 - ix. *Requested information may be combined as applicable*
- e. Understanding and approach:
- i. Acknowledge that proposer will provide all services described in the RFP. Elaborate and/or clarify as applicable
 - ii. Provide a summary narrative describing the Company's understanding and approach for completing the proposed work as described in this RFP:
 - Describe available services and associated support/resources
 - Clearly identify the Company's and Key Personnel's responsibilities for each project
 - Provide a clear understanding of each project and how they will be managed
 - Provide a clear understanding of the Falcon Project requirements with respect to federal funding
 - Describe your unique approach to management of both projects (i.e., budget, schedule, other)
 - Provide an overall estimated schedule to include key tasks and milestones

- Provide a clear understanding of the anticipated impacts to the public and communication needs with respect to residents, businesses, local traffic, commuter traffic etc. and how these impacts will be mitigated
 - Address any other responses requested by this RFP
- iii. Provide a narrative and/or exhibits describing your innovative or unique approach to completing the project requirements and solving project issues (i.e., constraints with respect to design, property acquisition, utilities, environmental, roadway, drainage, other).
 - iv. Include / attach subconsultant's proposal / scope of work / understanding (fees shall be separate).
 - v. Clearly describe / define / provide calculations for how the proposer is estimating the number of hours required per task for each person listed on the fee proposal (Example: John Doe is estimated to provide observation for an average of 10 hours per day for 25 working days for a total of 250 hours).
6. **Fee Proposal (Submitted Separately):** Fee/rate/cost schedule for services proposed must include the following at minimum:
- a. Submit by task, labor category/title, associated rate, and estimated hours per task. Include "all" anticipated labor categories/titles that may be used on the Project. Number of hours per task per person shall correlate with the narrative requested in Section IV.D.5.e.v. above.
 - Include names of Key Personnel with their title, rate, and hours.
 - In addition, submit a comprehensive rate sheet with labor categories / titles and associated billable rates for all positions that are forecasted to be working on this Project. Specific names (other than those specified in the Fee Schedule) for each title are not required. The final approved rate sheet will be included in the contract. A separate rate sheet from the schedule of services is anticipated.
 - b. Hourly rates, unit rates, and markups shall be a fixed rate and not a range.
 - c. Hourly rates, unit rates, and markups not included as part of the Consultant's original fee schedule will not be considered.
 - d. A multiplier on personnel rates for overtime/off-hours work or field work conducted using upgrade levels of personal protection (i.e., Level C, B, or A) will not be considered.
 - e. Non-labor expenses shall be listed at cost (no loading on non-labor).
 - f. Mileage will be paid at the approved Federal rate. This rate will be specified in the fee proposal and will be included in the contract.
 - g. List any additions in Miscellaneous Expenses – be specific.
 - h. Unit rates for Consultant owned equipment not listed will be accepted as long as the items are included as part of the Consultant's original fee schedule submitted in response to the RFP.
 - i. Attach subconsultant proposal and fee estimates – all above requirements apply
 - j. Total (not to exceed) project cost

Fees and rates must be good for a minimum of one (1) year. Rate changes must be pre-approved and are typically limited to re-evaluation with Contract Amendments. Any requested adjustment shall be fully documented and submitted, in writing, to the County at least sixty (60) days prior to the requested adjustment date. Fees and/or rates shall be considered for an adjustment only if adjustments occurred in the industry. Such adjustments shall be based on the latest yearly percentage change in

the Denver-Boulder-Greeley Consumers Price Index (CPI) as published by the Bureau of Labor Statistics, U.S. County of Labor, and increases shall not exceed three percent (3%). The yearly increase or decrease in the CPI shall be the latest Index published and available for the prior 12 months, ending in the month that the adjustment was requested. Increases claimed by the Consultant in accordance with this formula must be documented by the Consultant to the County's satisfaction. The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient.

7. **Non-Collusion Affidavit:** The County reserves the right to request and inspect documentation from CONTRACTOR supporting good-faith and compliance actions taken in accordance with the foregoing requirements. CONTRACTOR shall upon request from the County, provide all such documentation within the time specified by the County.

D. INSURANCE REQUIREMENTS

For proposal purposes, Contractor s must submit specimen copies of certificates of insurance for professional and general liability and workers' compensation, as referenced on the Response Checklist. The successful CONTRACTOR will be required to provide original certificates for Professional Liability, Comprehensive General Liability, Automobile Liability, any specialized liability required by the nature of the work, prior to commencing work, at its own expense, **naming El Paso County as additional insured**, along with an original Workers' Compensation certificate, both with a 30-day cancellation notice, and maintain such coverage for the duration of the proposal award/contract.

See attached Insurance Checklist - Appendix C for required insurance and limits for this solicitation.

E. ORAL PRESENTATIONS / INTERVIEWS

Firms submitting a proposal in response to this RFP maybe required to give a presentation of their proposal and software in an interview session with the Evaluation Committee. Additional technical and/or cost information may be requested from any firm by the Evaluation Committee prior, during or after the interview for clarification purposes, but in no way will change the original proposal submitted. Interviews are at the option of the Evaluation Committee and may or may not be conducted.

F. EVALUATION AND AWARD PROCESS

The Evaluation Committee will evaluate all proposals received for completeness and the Contractor 's ability to meet all specifications as outlined in this RFP. The committee may then short list for interviews the specific firms whose proposals best meet all the criteria required. The negotiations and award process will follow the procedures as outlined in the "INSTRUCTIONS FOR SUBMITTING PROPOSALS".

Issuance of this RFP and receipt of proposals does not commit the County to award a purchase order or contract. The County reserves the right to postpone opening, to accept or reject any or all proposals received in response to this RFP, or to negotiate with other than the highest ranked Contractor should negotiations with the highest ranked Contractor be terminated, or to cancel all or part of this RFP.

G. SELECTION CRITERIA

The following factors (listed in order of priority) will be considered when evaluating each proposal.

1. Ability of the Company's Key Personnel to meet or exceed the requirements defined in this RFP
2. Understanding and approach
3. Ability of the Company to meet or exceed the requirements defined in this RFP
4. Cost
5. Reservations, conditions, and constraints.
6. Completeness of the response to this RFP.

H. TERM OF CONTRACT

The term of the contract will be from date of award through project completion. Any contract awarded between El Paso County and the successful firm will consist of a Firm-Fixed Price (FFP) or Cost-Plus Fixed Fee Services Contract (at the sole discretion of the County) signed by parties, this RFP and any addendums, the submitted proposal, negotiations, the resulting Purchasing Order, and original certificates of insurance.

If Proposer does not agree with any terms or conditions of the County's standard Contract or any items in this document, the Contractor must present its exceptions with its proposal. If no concerns are expressed by Contractor, the County shall consider that all terms and conditions of the standard contract will control. El Paso County reserves the right to reject proposals based upon exceptions to its standard contract, Supplemental Contract Provisions and/or terms and conditions.

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Contractor, County employee, or any competitor.

The Contractor is prohibited from submitting multiple proposals in a different form (i.e., as a prime CONTRACTOR and as a sub-consultant to another prime CONTRACTOR). Submittal of multiple proposals in different form may result in the disqualification of all Contractor s associated with a multiple proposal.

Should any such prohibited action stated above in this section be detected any time during the term of the Contract, such action shall be considered a material breach and grounds for Contract termination. By submitting their proposal, the Contractor certifies that they are not currently debarred or suspended from submitting bids or proposals for federal contracts on the System for Award Management (SAM) Exclusions) database and/or any agency of El Paso County, Colorado and/or the State of Colorado, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by Federal, El Paso County, Colorado, or the State of Colorado.

Further, CONTRACTOR and authorized sub-consultants affirm they are registered on sam.gov and are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a federal payment program by any federal or State of Colorado department or agency. If CONTRACTOR or sub-consultant, or any of their respective employees or authorized agents, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this contract, County will notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to County, the County, in its sole discretion, reserves the right to immediately cease contracting with CONTRACTOR and terminate this contract without penalty to the County.

V. ATTACHMENTS

1. Project Vicinity Map
2. Eastonville Road Traffic Impact Study & Conceptual Design Report (3 separate files)
3. Professional Service Contract-PPRTA
4. Instructions for Submitting Proposals
5. PPRTA Special Funding Provisions
6. Appendix C-Insurance Checklist
7. Non-Collusion Affidavit (included in RFP)
8. Qualification Statement (included in RFP)

Any questions regarding this RFP should be directed to Becky Schaffstein, Contracts & Procurement Division by e-mail to beckyschaffstein@elpasoco.com.

Becky Schaffstein, CPPB

PROCUREMENT SPECIALIST II

RFP 21-111

Due Date: September 10, 2021

**EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION
PROPOSER'S QUALIFICATION STATEMENT**

**FOR
CIVIL ENGINEERING DESIGN SERVICES FOR EASTONVILLE ROAD CORRIDOR**

This statement will provide information which will enable the County to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal.

Please complete this form in its entirety and submit it along with the other required proposal documents. If there is not enough room on the form to answer the questions, attach additional pages if necessary.

(PRINT or TYPE):

FIRM NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
AUTHORIZED REPRESENTATIVE: _____
TITLE: _____

AUTHORIZED REP. SIGNATURE: _____

PHONE: _____ FAX: _____
E-MAIL: _____

1. TYPE OF BUSINESS:

CORPORATION INDIVIDUAL
PARTNERSHIP JOINT VENTURE
OTHER: _____

2. TYPE OF LICENSE & LOCATION:

3. TYPE OF SERVICE TO BE PROVIDED FOR RFP:

4. NUMBER OF YEARS IN BUSINESS: _____

5. ON A SEPARATE SHEET, PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE, AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.

6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER:

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO YES IF "YES", EXPLAIN:

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER

OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS? NO YES
IF "YES", EXPLAIN:

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? NO YES IF "YES", EXPLAIN:

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH AN OWNER OR OTHER GOVERNMENT AGENCY? NO YES IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

11. BANK REFERENCE: _____
ADDRESS: _____
CONTACT: _____ PHONE: _____

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE, **OTHER** THAN THE COUNTY) FROM THE LAST FIVE (5) YEARS – INCLUDE LOCATION OF PROJECT, CONTACT NAME, ADDRESS, TELEPHONE NUMBER, AND SIZE OF PROJECT (CONTRACT AMOUNT):
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE

1. _____

2. _____

3. _____

13. LIST CURRENT SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, CONTACT NAME, ADDRESS, TELEPHONE NUMBER, AND SIZE OF PROJECT (CONTRACT AMOUNT):
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE

1. _____

2. _____

3. _____

14. LIST OF SUBCONSULTANTS TO BE USED FOR THIS PROJECT: (INCLUDE FIRM NAME, CONTACT NAME, ADDRESS, TELEPHONE NUMBER, AND TYPE OF WORK):

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

15. BONDING COMPANY AND AGENT (IF EVER BONDED):

- NAME: _____
- PHONE: _____
- (A) CURRENT BONDING RATE: _____
- (B) LARGEST INDIVIDUAL PROJECT BOND TO DATE: _____

16. SURETY (insurance) REFERENCE FOR LAST FIVE (5) YEARS: _____

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ABOVE ITEMS, CLEARLY SPECIFY ON THIS FORM WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.

EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION
RFP 21-096

NON-COLLUSION AFFIDAVIT
FOR
CIVIL ENGINEERING DESIGN SERVICES FOR EASTONVILLE ROAD CORRIDOR

STATE OF _____)
) SS
COUNTY OF _____)

- A. _____, being first duly sworn, deposes and says that:
 - 1. Representative is the _____ (Owner, partner, officer, representative or agent) of (name of firm) _____ who is submitting the attached bid.
 - 2. Representative is fully informed respecting the preparation and contents of the bid and of all pertinent circumstance respecting such bid;
 - 3. Such information provided as a response to **RFP No: 21-111** is genuine and not collusive;
 - 4. No representative(s) or any of the officer(s), partner(s), owner(s), agent(s), employee(s) or party(s) in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other company, firm or person replying to this IFB to submit information that is collusive or a sham in connection with such contract or has any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company, firm or person to fix any overhead, profit or cost element of the submitted proposed price or the proposed price of any other company/firm submitting a bid, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against El Paso County or any person interested in the proposed contract; and
 - 5. The price(s) quoted in the attached bid is fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the company or firm submitting a bid or any of its agent(s), owner(s), representative(s), employee(s), or party(s) in interest, including this affiant.
 - 6. Signed: _____

B. Subscribed and sworn to before me this _____ day of _____, 2021.

(NOTARY PUBLIC)

My commission expires: _____