

City of Montrose
Purchasing Division
433 South First Street
PO Box 790
Montrose, CO 81402



REQUEST FOR PROPOSAL

Townsend Avenue Intersection Capacity Studies

Issue Date: June 6, 2022

Bid Number: 22-014

Agent/Contact: Scott Murphy

Submissions Must Be Received by: June 30, 2022 at 2:00 pm Colorado Time

ADMINISTRATIVE INSTRUCTIONS

The City of Montrose is requesting proposals through the Request for Proposals (RFP) process to perform traffic studies for several intersections on Townsend Avenue in Montrose. Proposals shall be submitted electronically to bids@cityofmontrose.org and will be publicly received on June 30, 2022 2:00 PM through video conference at <https://tinyurl.com/TownsendTrafficRFP> Late proposals will not be accepted and it is the responsibility of the proposers to ensure that bids (including signed addenda) arrive by 2:00 PM on the date listed above.

Complete bid packets can be downloaded from the City web page at www.cityofmontrose.org under Department Services, Purchasing, and Open Bids. Addenda will be posted to the website and it is the proposer's responsibility to download, review, sign, and include addenda with their proposal.

The City reserves the right to accept or reject any or all proposals, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional proposals. The City of Montrose complies with all Equal Opportunity requirements. All qualified proposers will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to the City of Montrose (hereafter "City") by all prospective vendors/proposers (herein after referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests for Proposals, Requests for Quotes, and Requests for Qualifications (hereafter "Solicitation" or Bid Solicitation).

A. CONTENTS OF BID

1. Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings and documents which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials, and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist, as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
3. Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

1. Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written e-mail request for clarification to the City's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening or as noted in the special conditions.
3. Any official interpretation of the Bid Solicitation must be issued in writing by the City's Agent/Contact who is authorized to act on behalf of the City, or by the City's Legal Department. The City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.

4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. PRICING, COLLUSION, AND TAXES

1. Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the City and the Bidder.
3. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
4. It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
5. Taxes. Bidders will neither include Federal, State, nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 98-01805-0000. An exemption certificate will be provided, where applicable, upon request.

D. PREPARATION AND SUBMISSION OF BID

1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.
2. Bid Proposals must contain a manual or electronic signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.

3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the city, in its sole discretion, may consider the Proposal non-responsive.
5. The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
6. The City's Bid Proposal Form, when included with to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by the City. Failure to use the City's Bid Proposal Form may result in the Bid being considered non-responsive.
7. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid.
8. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
9. Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over \$50,000.
10. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be accounted for in the Bidder's proposal cost.
11. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST

The City does not maintain a bidder's list. Register to receive an automated email notification of new bids by visiting www.cityofmontrose.org - Department Services - Purchasing – Bid Notification.

F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1. Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth in the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable bid number and title clearly marked on

the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.

2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
3. Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montrose Municipal Code and the City's Procurement Manual.

G. EVALUATION OF OFFERS

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
2. The City may, in its sole and absolute discretion:
 - a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
 - b. Re-advertise this Solicitation;
 - c. Postpone or cancel the Bid process for this Solicitation;
 - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
 - e. Determine the criteria and process whereby Proposals are evaluated and awarded.
3. A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.
4. No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.
5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Bid Opening.

H. AWARD OF CONTRACT

1. The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder or Contractor who

has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.

2. If the City Manager or City designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
3. By law, the City reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.
4. Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.
5. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap, or sex, or be subjected to discrimination under any contractual award administered by the City.

I. CONTRACTUAL OBLIGATIONS

1. In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the City and Bidder. A sample contract that Bidder will be expected to sign is supplied with these Bid Documents.

SPECIAL CONDITIONS

A. PRE-BID CONFERENCE

A pre-bid meeting will not be held for this project.

B. CONTACT PERSON

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual:

For this bid the contact is Scott Murphy at (970) 901-1792 or email: smurphy@cityofmontrose.org

Failure to abide by this requirement may result in disqualification from further participation in this process.

C. QUESTION DEADLINE

All questions regarding this Request for Proposal shall be directed by email to the individual listed above.

The deadline for receipt of questions from Bidders in regards to this RFP is 6:00 PM on June 28, 2022.

Responses will be prepared by the City in an addendum and published on the City of Montrose web site at: www.cityofmontrose.org under Department Services, Purchasing, Open bids, and this bid name. The responses in writing are the only official answers.

D. SUBMITTAL INSTRUCTIONS

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders should submit the following by electronic mail to bids@cityofmontrose.org by 2:00 PM on June 30, 2022. Please include the bid number and title in the subject of the email, proposer's name and address in the body of the email, and include the following attachments:

1. PDF of the signed bid packet proposal forms
2. PDF of the technical proposal, schedule, and cost worksheet (see statement of work)
3. PDF of signed bid addenda

Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

Proposals will be publicly received on June 30, 2022 2:00 PM through video conference at <https://tinyurl.com/TownsendTrafficRFP> Late proposals will not be accepted and it is the responsibility of the proposers to ensure that bids (including signed addenda) arrive by 2:00 PM on the date listed above. Please join using this link as results will be screen shared as they are opened. A call in number will also be provided when you join using this link should your computer not have audio capabilities.

PROPOSAL FORM - PAGE 1

SUBMITTED BY:

Company Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

CERTIFICATION: (if a Submission is Offered):

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form;
- The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and
- The Bidder will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: _____
Manual Signature of Agent

Date

Typed/Printed Name of Agent

Title of Agent

Include Original with Submission

Affix Manual signature of authorized agent.

PROPOSAL FORM - PAGE 2

Company Name: _____

VARIATIONS:

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions, and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non-responsive and ineligible for award:

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

STATEMENT OF WORK

PART 1 – GENERAL ITEMS

1.1 PROJECT DESCRIPTION AND BACKGROUND

The City of Montrose is looking to hire a consultant to perform traffic studies and develop planning-level short- and long-term improvement plans for the following intersections on Townsend Avenue:

- Main Street/Townsend (incl. consideration of turn lanes and median extensions across North and South 1st Streets)
- South 5th/Townsend
- East Oak Grove/Townsend
- Ogden/Townsend

These intersections are currently experiencing operational inefficiencies and delay due to (but not limited to) excessive volume, lack of turn lanes, offset lanes, inadequate queue storage, and inadequate pedestrian facilities. Through this project, the City wishes to evaluate current intersection performance and to develop conceptual plans for warranted improvements that can be made in both the near term (such as striping or turn lane changes), and the long term (such as right of way acquisition, intersection widening, and large-scale reconfiguration). Studies will take into account both current and future-projected traffic volumes.

1.2 DESIGN STANDARDS/BASIS

In addition to applicable regulations and accepted industry standard practice, all work shall be performed in accordance with the following design standards at a minimum:

1. American Association of State Highway and Transportation Officials. 2018. A Policy on the Geometric Design of Highways and Streets, Seventh Edition.
2. Federal Highway Administration. 2012. Manual on Uniform Traffic Control Devices for Streets and Highways.
3. American Association of State Highway and Transportation Officials. 2012. AASHTO Guide for the Development of Bicycle Facilities, Fourth Edition.
4. Colorado Department of Transportation. 2021. Standard Specifications for Road and Bridge Construction (where applicable by reference in City of Montrose Standards and as required within CDOT ROW).
5. City of Montrose Standards and Specifications for the Design and Construction of Public Improvements. May 2012. Available online at <http://www.cityofmontrose.org/147/Engineering>
6. Colorado Department of Transportation. 2019. M&S Standard Plans (as required within CDOT ROW).

All civil design work shall be performed under the direction of and stamped by a professional engineer (PE) registered in the State of Colorado. All survey work shall be performed under the direction of and stamped by a public land surveyor registered in the State of Colorado. Survey control and project

drawings shall be tied into the City's control network; Survey control shall be tied into the City's control network (see Section 1.3).

1.3 BASE MAP DATA

The following base data are available for use in RFP and project development. Updated base data, as available, will be provided to the selected consultant following contract award.

1. **Online GIS Maps.** Available at: <https://gis.cityofmontrose.org/montrosejs/>
2. **GIS Utility Shapefiles.** Shape files for the City's utilities as currently mapped. The City makes no guarantee for the accuracy of these data. Available for download at:
 - a. <https://tinyurl.com/COMGISData>
3. **Regional LiDAR Aerial Survey Data.** The Colorado Water Conservation Board recently completed a regional aerial LiDAR topography survey of the Montrose Area. Data provided from these surveys are available for download online at <https://tinyurl.com/COMLiDAR> with additional discussion on methodology, accuracies, and limitations available in accompanying methodology reports within the folder.
4. **High-Resolution 2020 Aerial Photography.** Available for download at:
 - a. <https://tinyurl.com/COM2020Photo> These are georeferenced so they can be brought in at state plane.
5. **City of Montrose Survey Control.** Available for download at:
 - a. <https://tinyurl.com/COMSurveyControl>
6. **City of Montrose Storm Drain Master Plan.** Completed in 2009 and available online at: <https://www.cityofmontrose.org/147/Engineering>
7. **City of Montrose Storm Drain Master Plan Models.** SWMM models provided by the Storm Drain Master plan consultant can be downloaded at <https://tinyurl.com/COMSWMM>

1.4 RELATED DOCUMENTS

The following previously-completed studies are available for use in support of this project:

1. **Townsend Avenue Signal Timing Study.** 2017 report to accompany a CDOT project to retime and synchronize all traffic signals on Townsend Avenue. Includes signal timings for individual intersections. Available online at: <https://tinyurl.com/TownsendSignalTimings>
2. **South Townsend Access Control Plan.** 2019 Access control plan for US-550 (South Townsend within Montrose) from Niagara Road to the Montrose County Line. Available online at: <https://tinyurl.com/TownsendACP>

PART 2 – SCOPES OF WORK

2.1 DESIGN CONSULTANT

2.1.1 Site Survey and Basemap Preparation

- A. Perform all survey work necessary to establish the right of way and easements available at each of the study intersections. If title research/reports are needed for this effort, invoices from the title company can be billed directly to the City of Montrose.
- B. Perform a limited-scope site survey of existing surface features at the study intersections that would prove relevant to development of planning-level improvement plans. This is expected to include survey of curblines, lane markings, and obstructions such as signal masts, utility cabinets, existing buildings, and other above-ground utility appurtenances. Detailed survey and utility research is not considered warranted at this time as these would be performed in the future as part of separate design projects when improvements are implemented.
- C. Compile survey data as necessary to prepare exhibits and improvement recommendations for the project.

2.1.2 Traffic Study and Improvement Recommendations

- A. Prepare a traffic study methodology/data collection plan for review and approval by the City and CDOT.
- B. Perform data collection necessary for the traffic study.
- C. Work with CDOT to obtain and evaluate collision data for the study intersections.
- D. Forecast traffic volumes for the study area into 2045. Work with the City and CDOT to develop an appropriate traffic growth factor which accounts for continued development and buildout within areas likely to contribute traffic flow to the study intersections (using the City's and County's comprehensive plans as appropriate).
- E. Evaluate the present day and 2045 capacities, delays, and levels of service for the study intersections in their current configuration.
- F. Provide recommendations for near-term small-scale improvements that may be implemented at the study intersections to improve efficiency and safety where warranted. This may include items such as striping or turn lane reconfigurations, signal timing changes, and/or the addition of curb ramps. Provide modeling output to support recommendations. Coordinate with the City and CDOT to obtain general concurrence on concepts presented.
- G. Provide recommendations for long-term large-scale improvements that may be implemented at the study intersections to improve efficiency and safety where warranted. This may include items such as intersection rebuilds, widening, and additional turn lanes. Provide modeling output to support recommendations and provide recommendations for implementation timelines. Coordinate with the City and CDOT to obtain general concurrence on concepts presented.
- H. Prepare planning-level cost estimates for improvement recommendations.
- I. Prepare a written report summarizing the methodology, results, and improvement recommendations for the study intersections. Improvement recommendations may be provided as a narrative in the report with supporting planning-level exhibits as appropriate. Detailed civil

plans for the improvements would be designed as part of a future standalone project and do not need to be included in this scope of work.

2.1.3 Acquisition Exhibits

- A. Prepare legal descriptions and exhibits for the acquisition of right of way or easements that would be necessary to implement recommended intersection improvements. For purposes of RFP pricing, assume this will require eight separate acquisition exhibits.

2.1.4 Project Management and Meetings

- A. Prepare monthly invoices with cover letters summarizing work performed for the invoice period, supporting tabulation of hours by date and task for employees working on the project, and supporting expense reports and invoices for reimbursable expenses.
- B. Attend project meetings with the City to discuss project progress and any design issues that arise as needed. Meetings may be performed virtually. Formal meeting minutes are not required.

2.1.5 Additional Work Items

The scope of work included above is intended to capture all tasks necessary for successful implementation of the traffic studies. However, the potential does exist for necessary tasks to be omitted from the scope of work provided. Proposers are encouraged to identify in their proposal any additional tasks they feel would be necessary to effectively complete the project as envisioned.

2.1.6 Work Elements not Included in this Scope

- A. Detailed civil design of recommended improvements. These would be performed as future standalone projects when implemented.

2.2 CITY OF MONTROSE

- A. Coordinate with private landowners regarding project access for surveying as necessary.
- B. Provide cost data from recent projects for use in preparation of the engineer's cost estimate.
- C. Perform any required right of way or easement acquisitions.
- D. Pay the title company directly for any title reports needed to support right of way plans.

PART 3 – PROPOSAL FORMAT, SCHEDULE, AND SELECTION

3.1 PROPOSAL FORMAT

The technical proposal should include the following at a minimum:

- A narrative of the proposed methodology/approach.
- A list or organizational chart for personnel to be assigned to the project and discussions of each person's role.
- Resumes for key personnel to be assigned to the project.
- A list of proposed design sub-consultants, their role on the project, and a discussion of past experience working with them.
- The proposed project schedule (see Section 3.3).
- A general summary of relevant experience performing similar work with references for each.
- Proposed rate sheet for the consultant and any sub-consultants. Include standard markup for reimbursable expenses (travel, lodging, consumable supplies, etc), markup for sub-consultants, and standard per-diem rates.
- Costs to perform the above-described scope of work on a time and materials (T&M) not-to-exceed basis broken down by work elements presented in Section 2.1. Although the project will be tracked by the work elements presented above, the not-to-exceed number will apply only to the bottom line for the project (i.e., funds may be shifted between work elements so long as the bottom line is not exceeded).
- Any additional information the proposer feels would be useful to the review committee for evaluation of proposals.

3.2 SELECTION CRITERIA

Proposals will be evaluated by the City of Montrose Engineering Department by assigning a score between 0 and 4 in each of the weighted categories listed below. The highest score will be used as the basis for selection of the preferred consultant.

- Price: 30%
- Qualifications/Similar Project Experience: 25%
- Overall Presentation, Level of Detail, and Project Understanding: 25%
- Team Assigned to the Project/Proposed Sub-Consultants: 20%

3.3 PROJECT SCHEDULE

Proposers are asked to prepare a project schedule broken down by work elements provided in Section

2.1. The project schedule is subject to the following conditions:

- Bid Opening: June 30, 2022
- Anticipated Notice of Award: August 2, 2022
- Notice to Proceed: Several days following contract execution by consultant
- Final Report: December 31, 2022

END OF SECTION