

CONTRACT FOR PROFESSIONAL SERVICES

(CORPORATION/PARTNERSHIP)

This Contract, entered into this 9th day of December, 2025 by and between Mesa County, Colorado, a political subdivision of the State of Colorado, through its Board of County Commissioners ("County" herein), and Fehr & Peers ("Contractor" herein):

In consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The Contractor shall perform the work set forth on the attached Exhibit "A", incorporated herein by this reference.
2. The total amount of the Contract shall not exceed \$ 300,000. The Contract awards the Option Line Item 1.2, which may be exercised within 100 days prior to the expiration of the Contract's term. The Contractor shall be paid in accordance with the fee schedule set forth on the attached Exhibit "B"; incorporated herein by this reference. To receive payment, Contractor must submit invoices for work completed. Both parties agree that payments pursuant to the Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the County may terminate this Contract immediately without further liability.
3. Contractor shall proceed with the work hereunder upon receipt of a written notice to proceed from the County. Such written notice shall be issued by the Contract Administrator. The Contract Administrator for the County is Dana Brosig unless otherwise designated in writing.
4. Contract Administrator for the Contractor is Patrick Picard.
5. The term of this Contract shall be from December 9, 2025 to February 9, 2027 to (or as extended herein).
6. Contractor shall provide the insurance bonds and indemnities required in the attached Exhibit "C", insurance provisions, incorporated herein by this reference. Any subcontractors shall provide the same insurance bonds and indemnity required of Contractor.
7. County reserves the right, regardless of satisfactory or nonsatisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, the Contractor shall be paid for all satisfactory work accomplished pursuant to this Contract.

Updated January 2024

Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Contractor and all payments which have or have not been made.

No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

Upon termination or expiration of this Contract, Contractor shall immediately cease service work, and deliver to County all documents, keys, papers, calculations, notes, reports, or other technical papers which have been prepared by or provided to Contractor under the terms of this Contract. This paragraph shall survive termination of this contract.

8. This Contract is subject to immediate termination by the County in the event the County determines, in its sole discretion, that the health, safety or welfare of persons receiving services hereunder may be in jeopardy by Contractor continuing to provide the services hereunder. Additionally, the County may immediately terminate this Contract upon verifying that Contractor has engaged in or is about to participate in fraudulent acts.

9. This Contract is subject to all terms and conditions set forth in the attached Exhibit "D", Standard Terms and Conditions, incorporated herein by this reference.


BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

By: _____
Cody Davis

Attest:

Clerk & Recorder

CONTRACTOR
FEHR & PEERS

By:  _____
Ann Bowers, Principal-in-Charge

Attest:

Secretary

Exhibit A

- A-1: Request for Proposals- Addendum 2 (includes all changes in Addendum 1 and 2)
- A-2: Original Fehr & Peers Proposal- Received October 15, 2025
- A-3: Fehr & Peers Proposal- Revised Fee and Scope and Response to RTPO Questions- November 19, 2025



Purchasing Department

**Request for Proposal
RFP-2528-SH
Transportation Financial Study
Addendum 1 Sept 18th 2025
Addendum 2 Sept 29th (changes in red)**

**Responses Due
October 15th, 2025 12:00PM MT**

**Electronic Responses Only
Submitted through the Rocky Mountain E-Purchasing System (RMEPS)
<http://www.bidnetdirect.com/colorado>**

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

Purchasing Representative
Sam Hyslop, Owner's Representative
Sam.hyslop@mesacounty.us
970-255-7151

Issued- September 12th, 2025

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous Mesa County solicitations. All Offerors are urged to thoroughly review this solicitation prior to responding. Submittal by fax, email, or hard copy is not acceptable for this solicitation.

Request for Proposal**TABLE OF CONTENTS**Section

1	Administrative Information and Conditions for Submittal
2	General Contract Terms and Conditions
3	Insurance Requirements
4	Scope of Services/Specifications
5	Proposal Content
6	Evaluation Criteria and Factors
7	Solicitation Response Form
X	Sample Contract Documents

SECTION 1: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1. Purpose.** Through the solicitation of this Request for Proposal (RFP) Mesa County, the Owner, contemplates award of a firm-fixed price contract for the following requirement:

Perform a study to assess avenues for alternate funding for Grand Valley Transit as well as other transportation services; provide findings in formal report which shall be presented to governing officials.

- 1.2. The Owner.** The Owner is Mesa County and is referred to throughout this Solicitation. The term Owner, or County means the Owner or his or her authorized representative.

1.3. RFP Tentative Schedule

RFP Available	September 12 th , 2025
Pre-proposal Conference (virtual)	September 17 th , 2025 1:30pm
Video call link: https://meet.google.com/vzd-jxby-epi	
Or dial: (US) +1 929-287-3804 PIN: 108 555 787#	
RSVP w/ Purchasing Representative	
no later than	24hrs prior
Questions Deadline	September 22 nd 12pm MT
Posting of Questions & Answers	September 29 th 12pm MT
RFP Response Due – Solicitation Close	October 15 th 12pm MT
Evaluation of Proposals	Following Response Due Date
Interviews	Week of October 13 th 2025
Estimated Selection Date	Week of October 20 th 2025
Estimated Contract Start	Week of October 27 th 2025

- 1.4. Compliance.** All participating Offerors, by their signature hereunder, shall agree to comply with all terms, conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Owner, through the Purchasing Representative, prior to the date and time of the submittal deadline shown in this RFP.

- 1.5. Electronic Signatures.** Electronic signatures and copies of signatures shall be legally binding with the same force and effect as manually executed signatures.

- 1.6. Submission.** Each bid shall be submitted in electronic format only, and only

through the Rocky Mountain E-Purchasing System (RMEPS) website
(<http://www.bidnetdirect.com/colorado>).

1. This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please plan accordingly.)
 2. Purchasing Representative does not have access or control of the vendor side of RMEPS.
 3. Ensure the bid is submitted in BidNet by obtaining a confirmation number from BidNet.
 4. If website or other problems arise during response submission, contact RMEPS to resolve issue prior to the response deadline. 800-835-4603.
- 1.7. Proposal Alterations.** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, the Authorized Agent, guaranteeing authenticity. Proposals cannot be altered or amended after solicitation close date and time.
- 1.8. Late Proposals.** Proposals received after the Solicitation Close date and time will be considered non-responsive and not accepted. The responsibility for a timely submission rests with the Offeror. The County is not responsible for lost or misdirected response submissions or for any technical issue with BidNet.
- 1.9. Discovery of Errors after Proposal Opening.** Matters of form rather than substance that are evident from the face of the Proposal, such as minor errors and irregularities by Offerors, are waivable or correctable at the Owner’s discretion, as long as:
1. There is no material variation from the original requirements definition, specifications, scope of work, or deliverable; and
 2. The error or irregularity has not impact of quality, delivery, quantity, performance, price, of the Offeror’s ability to comply with the fulfillment conditions; and
 3. The error or irregularity would not restrict or impact the open, fair, and competitive nature of the acquisition; and
 4. The waiver or correction is in the best interests of the Owner.
- 1.10. Mathematical Errors.** In the event of a discrepancy between unit price and the mathematical products of the unit price and the estimated quantities in the schedule, the unit price shall govern. In the event the mathematical products of the unit price and the estimated quantities in the schedule is not shown, the unit price and quantity will be used. The Owner may require the Offeror to give the

Owner written verification of the matter and make the appropriate adjustments.

- 1.11. Withdrawal of Proposal.** A proposal must be firm and valid for award and shall not be withdrawn or canceled by the Offeror for ninety (90) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.12. Award.** The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities, and to reject any or all offers for any reason.
- 1.13. Acceptance of Proposal Content.** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such Offeror may be removed from future solicitations.
- 1.14. Addenda.** All questions shall be submitted in writing to the Purchasing Representative by the due date noted in this RFP. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Purchasing Department. Sole authority to authorize addenda shall be vested in the Mesa County Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing System (RMEPS) website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.15. Open Records.** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives, and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all non-confidential proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by Offeror as such shall be treated as confidential by the Owner to the extent allowable in the Colorado Open Records Act.
- 1.16. Response Material Ownership.** All proposals become the property of the Owner upon receipt. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.

- 1.17. Protests.** Protests may only be filed by an actual or prospective Offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. The protest shall be submitted in writing to the Owner's Chief Financial Officer within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto, which is generally when a Notice of Intent to Award decision letter is received by Offerors, provided that the protest is received by the County's Chief Financial Officer prior to the County finalizing a contract with the selected Offeror.
- 1.18. Taxes.** The Owner is a political subdivision of the State of Colorado and thus exempt from sales and use taxes and federal excise tax. Therefore, all fees shall not include taxes. Colorado Tax exempt No. 98-04241.
- 1.19. Collusion Clause.** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the Offerors. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for participants in such collusion.
- 1.20. Public Disclosure Record.** If the Offeror has knowledge of their employee(s) or sub-offerors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.
- 1.21. Public Opening.** Proposals will be received and documented immediately following the proposal deadline. Only the names and locations of the proposing Offerors will be disclosed.
- 1.22. Procurement Policy.** This RFP is subject to the Mesa County Procurement Policy as of the date of RFP availability. A copy of the policy is available on the Mesa County website, located at <http://www.mesacounty.us/purchasing/>.

SECTION 2: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms.** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the electronic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall

identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

- 2.2. Execution, Correlation, Intent, and Interpretations.** The Contract Documents shall be signed by the Owner and Offeror. By executing the contract, the Offeror represents that they have familiarized themselves with the local conditions under which the Services is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices.** The Offeror shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Offeror shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Offeror observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Offeror performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services.** The Offeror shall be responsible to the Owner for the acts and omissions of all his or her employees and all other persons performing any of the services under a contract with the Offeror.
- 2.5. Payment & Completion.** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Offeror for the performance of the services under the Contract Documents. Upon receipt of written notice that the services are ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Offeror, of the value of Services performed and

materials placed in accordance with the Contract Documents.

- 2.6. Inspection.** The Owner reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Offeror under this Contract. The right of inspection reserved in the Owner is for protection of Owner in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the Offeror from responsibility for selecting appropriate means of fulfilling its obligations hereunder.
- 2.7. Professionalism.** The Offeror shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Offeror's expense, all necessary permits required by any governmental agency with jurisdiction.
- 2.8. Protection of Persons & Property.** The Offeror shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Offeror shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Offeror in the execution of the services, or in consequence of the non-execution thereof by the Offeror, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.9. Audit.** The Owner, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit the Offeror's books with regard to this Contract, and the Offeror shall retain its books and records for the required period.
- 2.10. Exclusivity.** This is not an exclusive Contract. The Owner may, at its sole discretion, contract with other entities for work similar to that to be performed by the Offeror hereunder. Offeror may contract to perform similar work for others, and is not expected to work exclusively for Owner.
- 2.11. Assignment of Contract.** This is a personal services contract on the part of the Offeror. This Contract may not be assigned or subcontracted without the prior express written consent of the Owner and any attempt to assign this Contract

without the prior express written consent of the Owner shall render the Contract null and void with respect to the attempted assignee.

- 2.12. Changes in the Services.** The Owner, without invalidating the contract, may order changes to the contract such as changes in the services within the general scope of the contract consisting of additions, deletions and/or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Offeror signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time. Refer to the current Mesa County Procurement Policy for change order amount thresholds that require approval by the Board of County Commissioners.
- 2.13. Minor Changes in the Services.** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.14. Uncovering & Correction of Services.** The Offeror shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Offeror shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.15. Acceptance Not Waiver.** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the Offeror of their present responsibility to maintain the high quality, integrity and timeliness of his or her services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.16. Change Order/Amendment.** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.17. Assignment.** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

- 2.18. Compliance with Laws.** The Offeror must comply with all Federal, State, County and local laws, including those regulations, policies, laws governing or covering the type of services stated herein. The Offeror must comply with all ADA (Americans with Disabilities Act) requirements. Offeror hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.19. Other Compliance.** No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the Owner, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Owner, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or contract term or condition as may be provided for or required in any Owner contract, or that may be deemed irresponsible or unreliable by the Owner.
- 2.20. Debarment/Suspension.** The Offeror hereby certifies that the Offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.21. Confidentiality.** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential. Offeror agrees that any information received by Offeror during any furtherance of the Offeror's obligations hereunder will be treated by the Offeror as confidential and will not be revealed to other persons, firms or organizations.
- 2.22. Contract.** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.23. Project Manager/Administrator.** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

- 2.24. Contract Termination.** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services; (4) funds no longer are available; or, (5) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) calendar days past notification.
- 2.25. Employment Discrimination.** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.26. Conflict of Interest.** No Mesa County public official, MCCE board member, and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.27. Ethics.** The Offeror shall not accept or offer gifts or anything of substantial value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.28. Failure to Deliver.** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.29. Failure to Enforce.** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right

of the Owner to enforce any provision at any time in accordance with its terms.

- 2.30. Force Majeure.** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.31. Indemnification.** Offeror shall, to the extent permitted by law, indemnify, save, and hold harmless the Owner, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all causes of actions of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Offeror or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Offeror further agrees that its obligations to the Owner under this paragraph include claims against the Owner by Offeror's employees whether or not such claim is covered by workers compensation. Offeror expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided, and such obligation exists even if the claim is fraudulent or groundless. However, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended.
- 2.32. Independent Contractor.** The Offeror shall be legally considered an Independent Contractor and neither the Offeror nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Offeror, its servants, or agents. As an independent contractor, Offeror shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required. Further, the Owner shall not provide to the Offeror any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.33. Nonconforming Terms and Conditions.** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its

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

- 2.34. Ownership.** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.35. Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.36. Patents/Copyrights.** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP. Offeror assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the Owner has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Offeror may copyright such, but the Owner reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.
- 2.37. Venue.** This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the substantially prevailing party for costs and reasonable attorney's fees.
- 2.38. Expenses.** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.39. Sovereign Immunity.** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.40. Public Funds/Non-Appropriation of Funds.** Funds for payment have been provided through the Owner's budget approved by the Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that

may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

- 2.41. Availability of Funds.** Both parties agree that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Board of County Commissioners may terminate this Contract immediately without further liability.
- 2.42. Gratuities.** The Offeror certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Offeror breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.43. Performance of the Contract.** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.44. Benefit Claims.** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Servicer's Compensation, normally provided by the Owner for its employees.
- 2.45. Default.** The Owner reserves the right to terminate the contract in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.46. Cooperative Purchasing.** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on

our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

- 2.47. Term of Contract.** The initial contract term shall be for one (1) year from the start date of the contract, unless additional time is determined during contract negotiations.

By submitting a response to this RFP, the Offeror agrees and understands that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Board may terminate all or part of this Contract without further liability.

- 2.48. Vendor Requirement.** All bidders, vendors, potential supplier contractor or subcontractor shall complete a disclosure of interest from to inform of any personal interest of any public official with respect to this or any Mesa County procurement. Failure to make the required disclosure may result in disqualification, disbarment, suspension from bidding, rescission of contracts and/or other sanctions as appropriate.

2.49. Definitions:

1. "Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
3. "Offeror" is the person, organization, offeror or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Offeror means the Offeror or his or her authorized representative. The Offeror shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Offeror shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Offeror shall not commence services without clarifying Drawings, Specifications, or Interpretations.
4. "Sub-Offeror" is a person or organization who has a direct contract with the Offeror to perform any of the services at the site. The term sub-Offeror is referred to throughout the contract documents and means a sub-Offeror or his or her authorized representative.

SECTION 3: INSURANCE REQUIREMENTS
--

3.1 Insurance Requirements. The selected Offeror agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Offeror pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Offeror shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Offeror shall procure and maintain and, if applicable, shall cause any Sub Offeror of the Offeror to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Offeror pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

1. Workers Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

2. General Liability insurance with minimum combined single limits of:

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

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

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

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

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

Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

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

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

SECTION 4: SCOPE OF SERVICES/SPECIFICATIONS

- 4.1. General:** Independently, and not as an agent of the Government, the Contractor shall furnish all labor, materials, and equipment necessary to perform a study to assess avenues for alternative funding for Grand Valley Transit as well as other transportation services and projects; provide findings in formal report which shall be presented to governing officials.

Currently the transportation needs for all modes of transportation in Mesa County outweigh the funding available. The goal of this project is to assess avenues for more alternative funding for GVT as well as other transportation projects or services which may include school busing, road maintenance, road projects, safety projects and initiatives and multimodal projects. While the [2050 Grand Valley Regional Transportation Plan](#) and [Mesa County Safety Action Plan](#) defines and prioritizes the needs across modes, a main goal of this contract is to determine the best source(s) for additional funding as well as what to include in a funding initiative that will address the most important transportation needs and be acceptable to the community. The consultant will also assist the RTPPO in determining the most effective operational structure for funding collection and disbursement (e.g. Regional Transportation Authority, current structure, etc.) and assist the RTPPO in defining what is needed to develop that structure. If supported by local leaders, the consultant will define the process and assist in bringing a funding initiative to the voters for consideration.

The contract awarded as a result of this solicitation will be a firm-fixed price contract/award.

The Owner will evaluate proposals for award purposes by adding the total price for all Option Line Items to the total price for the base requirement.

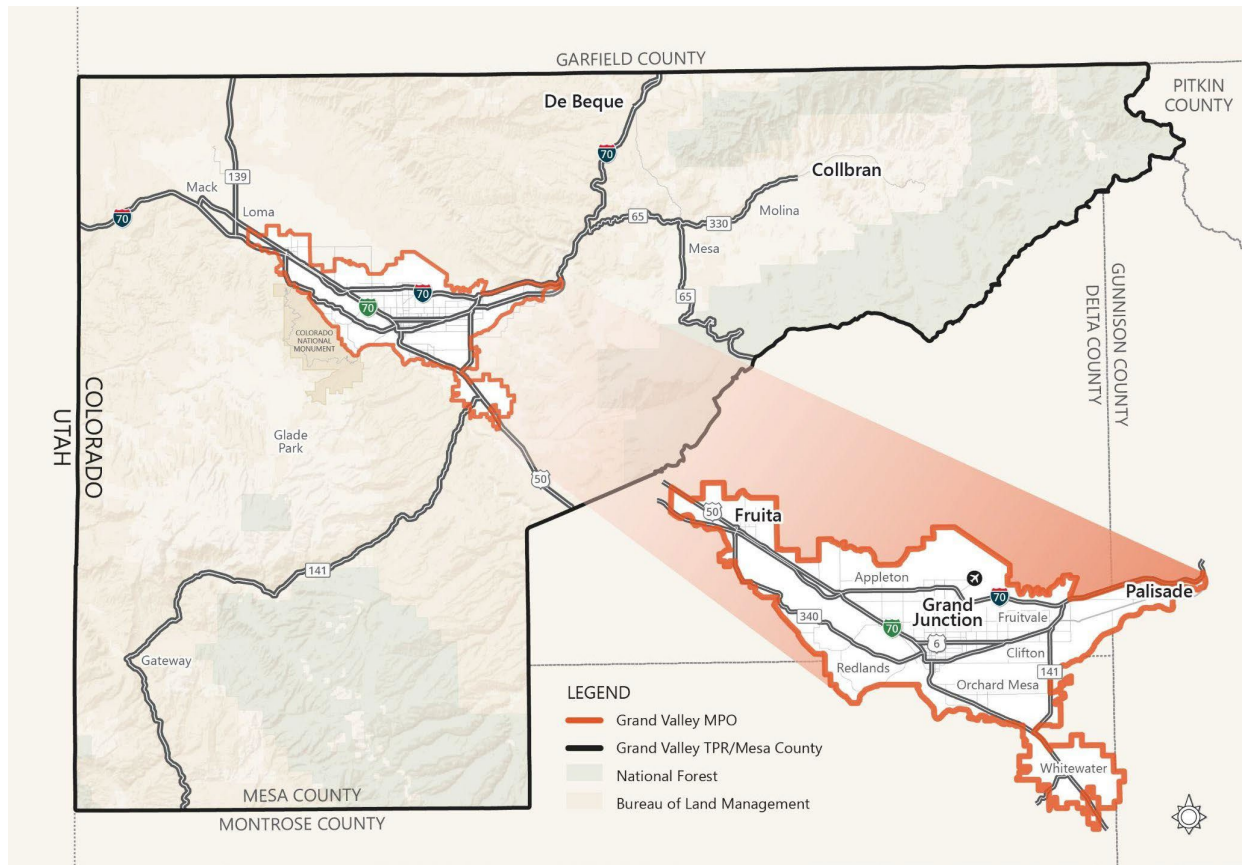
- 4.2. Background:** Mesa County is located on the western border of Colorado, approximately 200 miles west of Denver. Mesa County, one of the sixty-four counties in Colorado, encompassing 3,341 square miles, of which approximately 72% is publicly owned and controlled primarily by the U.S. Forest Service, Bureau of Land Management, and National Park Service. The county seat, the City of Grand Junction, is the largest city in western Colorado. Mesa County serves as the banking center, health care service provider, and retail trade center for a large geographical area in western Colorado and eastern Utah. Grand Junction is also the home of Colorado Mesa University (CMU). CMU currently has a total enrollment of approximately 10,000 students.

The Mesa County Regional Transportation Planning Office (RTPO) plans for and funds regional transportation networks for those who drive, walk, bike, roll, take transit, deliver freight, or travel by other modes. As an office that serves all communities within Mesa County, the RTPO operates as the:

- Public transportation provider, Grand Valley Transit (GVT)
- Metropolitan Planning Organization (MPO), Grand Valley MPO, serving the urban areas of Mesa County including the City of Grand Junction, City of Fruita, Town of Palisade, and portions of Mesa County.
- Colorado Transportation Planning Region (TPR), which covers all of Mesa County.

Oversight for the RTPO is provided by the Grand Valley Regional Transportation Committee (GVRTC), with membership made up of one locally elected official from Mesa County, City of Grand Junction, City of Fruita, and the Town of Palisade.

	Grand Valley TPR	Grand Valley MPO	GVT
Key Roles of the RTPO	One of 15 regions in Colorado that has a voice on statewide transportation policy, plans, and issues	A regional planning and programming organization that is federally required for 50,000+ people	The public transit and paratransit service provider connecting the Grand Valley
Population	155,702 (2020)	~141,500 (2020)	~117,500 (2020)
Square Miles	3,341	128	69
Established	1992	1982	2000
Areas of Service	All of Mesa County, including Collbran and De Beque	Grand Junction, Fruita, Palisade, and the urban portions of unincorporated Mesa County	Grand Junction, Fruita, Palisade, and the urban portions of unincorporated Mesa County



- 4.3. Scope of Service / Specifications:** The vendor shall be responsible for all costs associated within the following requirements. While the tasks shown are specific, proposers may propose alternative approaches or tasks they believe will more efficiently or effectively accomplish the desired goals. This scope of work outlines the minimum requirements which must be fulfilled to be awarded the contract. The selected proposer will work with RTPD staff to develop the specific work plan and schedule of its deliverables.

A municipal advisor license is not required for the scope of work.

Task 1: Initiative Development

- **Task 1.1-Project Selection:** Select transportation projects for a funding initiative that will address the most important needs in a way that is generally acceptable to the community. Building off the [2050 Grand Valley Regional Transportation Plan](#) and [Mesa County Safety Action Plan](#), this could include capital improvements, road maintenance, roadway projects, multimodal projects, transit service, safety projects, travel demand management and school busing, depending on feedback from the first round of public opinion. Additionally, define geographic boundaries of the potential

initiative.

- Task 1.2-D51 Walk-Zones: Investigate options to reduce or eliminate School District 51 student walk-zones (e.g. creating bus pick-up hubs within the current walk zone, or funding additional school busing services, etc.)
- Task 1.3-Cost Estimates: Develop cost estimates for all projects to be included in the initiative.
- Task 1.4-Revenue Split: Determine the revenue split between different priority areas and maximum revenue amounts acceptable to the community.
- Task 1.5-Public Polling: Solicit public opinion through multiple rounds of polling to determine community willingness to support different funding mechanisms and funding amounts.
 - Offeror shall state number of rounds of polling required; same as Task 3.3.
- Task 1.6 Optional Line Item- IGA Development:
If supported by local leaders, outline and lead the process to put a funding initiative on the ballot including development of Intergovernmental Agreement (IGA), ballot language and any other legal requirements.

Task 2: Funding Source(s)

- Task 2.1-Report on Potential Funding Sources: Provide a report that addresses the following, including recommendations:
 - Estimates of new annual revenue (e.g. sales, property, gas tax, registration fees, etc.) across multiple years, given current population and expected growth.
 - The anticipated stability of new revenue, including expected increases or decreases over time.
 - Impact of declining spending-power of current funding given inflation, improved fuel efficiency, etc. (e.g. HUTF, HTF, TABOR limitations, sales tax, etc.)
 - Quantify how each potential revenue source would compare to the current revenue structure (status quo).
 - Determine benefits and challenges of developing a Regional Transportation Authority (RTA) and make a recommendation of the best governing structure.
 - Quantify Taxpayer's Bill of Rights (TABOR) impacts on expected revenue amounts.
 - Determine the funding required to maintain current levels of transit service and roadway condition and no-action scenarios over 5, 10 and 15 years.
- Task 2.2 Optional Line Item- RTA Development: Outline the steps to

develop a Regional Transportation Authority (RTA) and provide legal and administrative support before and after decision to pursue an RTA.

Task 3: Community Engagement

- Task 3.1-Impact Report: Write a report that can be used in public outreach that is centered around the value/benefits of transportation services/improvements, including traffic, roadway condition, climate/environmental, workforce mobility, access to transportation, tourism promotion, affordable alternative transportation and other factors.
- Task 3.2-Public Materials: Develop public materials including a public website, flyers, PowerPoint Presentations and other materials to communicate the need for the initiative as well as initiative progress, goals, benefits and challenges to stakeholders and community members.
- Task 3.3-Public Polling: Solicit public opinion through multiple rounds of polling to determine community willingness to support different funding initiatives and funding amounts.
 - Offeror shall state number of rounds of polling required; same as Task 1.5
- Task 3.4-Analyze and present findings to the Project Management Team and stakeholders

Task 4: Consensus Building with a Stakeholder Committee

- Task 4.1-Stakeholder Committee: A Stakeholder Committee will be formed to collaborate with the Project Management Team at key milestones. Members of this Committee will be determined during project development and is expected to be around 12-15 people. Consultant is expected to:
 - Facilitate Stakeholder Committee meetings (in-person or hybrid)
 - Support efforts by Committee to reach consensus on primary regional transportation services to be provided through ballot initiative.
 - Work with committee members to understand any concerns about direction or goals of initiative and propose solutions.

Task 5: Legal Counsel

- Task 5.1-Legal Counsel: Provide legal counsel to work with Committee members, local government staff, County Attorney, and municipal attorneys to ensure the process follows Colorado and Federal laws.
- Task 5.2-Schedule and Deadlines: Provide schedule and deadlines for potential ballot initiatives, regardless of whether optional tasks are pursued.

Task 6: Project Management and Coordination

- Task 6.1-Kick-Off Meeting (virtual).
- Task 6.2-Project manager coordination meetings (virtual).
 - RTPO project manager and consultant project manager will be responsible for the project management, task progression, draft and final deliverables, review of documents, adherence to schedule, and ensuring the project budget is met.
- Task 6.3-Project Management Team progress meetings (virtual)
 - The project managers will be supported by a Project Management Team that will consist of staff from the consultant team, RTPO, and other staff identified during contracting.
- Task 6.4-Provide Project Management Oversight
 - Develop a detailed project schedule for all tasks.
 - Develop agendas, provide materials, facilitate meetings, and meeting minutes.
 - Provide any follow-up on items discussed during meetings.
 - Develop and use a shared file management system (e.g. Google Drive (preferred), Microsoft Sharepoint, etc.) for communication and document exchange.
 - Submit monthly invoices broken down by task and associated labor report- shall be commensurate with progress.
 - Submit monthly progress reports
- Task 6.5-Final Report and Presentation: Prepare a final report and give one in-person presentation to a group of elected officials to educate on the details/findings of the study.

4.4. Delivery Date: All requirements of this Scope of Services/Specifications and its associated contract are expected to be delivered within 365 days after receipt of order, unless otherwise negotiated.

4.5. Questions Regarding RFP Scope / Specifications: All questions, concerns and/or communications regarding this solicitation and its Scope of Services / Specifications shall be sent to:

Sam Hyslop, Procurement Supervisor

sam.hyslop@mesacounty.us

970-255-7151

SECTION 5: PROPOSAL CONTENT

The Mesa County dba GVMPO is covered under the Colorado Department of Transportation (CDOT) Disadvantaged Business Enterprise (DBE) program for this contract. CDOT has an overall DBE goal of 11.55 percent for FHWA-funded projects. There is no specific contract goal for this project, but the GVMPO encourages disadvantaged business enterprises to submit a response to all invitations.

If applicable, please identify, and include with your proposal package, any participation in such programs.

Mesa County does not discriminate against anyone or firm on the grounds of race, color, national origin, or other protected status.

Submission. Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing System (RMEPS) website (<http://www.bidnetdirect.com/colorado>).

See Section 1 of this RFP for general proposal submittal instructions.

The submittal shall be no longer than 25 pages in length including items A-E below. Graphical covers, dividers, and additional appendices including resumes and other supporting documentation may be added in addition to the 25 pages but the main document must stand alone without appendices.

5.1. Cover Letter. Provide a cover letter which explains the Offeror's interest in the project. Include the name/address/phone number/email of the person who will serve as the Offeror's principal contact person with Owner's Contract Administrator and identifies individual(s) who will be authorized to make presentations on behalf of the Offeror. The cover letter is signed by the person having proper authority to make formal commitments on behalf of the Offeror. By submitting a response to this solicitation, ~~and not noting any exceptions to the RFP requirements per Section 5.9 of the RFP,~~ the Offeror agrees to all requirements herein.

Provide a general description of the company's background and experience

5.2. Technical and Personnel Expertise: Quality personnel are a key component to the successful completion of the project and will be an important factor in the decision for awarding this contract. Resume information provided shall include, but is not limited to, availability of key personnel assigned to this project, professional qualifications, specific related project experience, and current and future commitments.

- 5.3. References.** Provide references from at least three (3) customers for whom the Offeror provides services noted in this RFP. These should be current customers with comparable services to those of the Owner. Select a mix of long-standing and new customers. Counties, cities or other governmental references are preferred. References should include entity name, contact name and title, contact phone number, contact email address, length of time services noted in this RFP provided, and current service provided.
- 5.4. Strategy and Implementation Plan.** Describe the strategy to complete the planning process and prepare the deliverables described in the Scope of Services. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. Include a time schedule for completion of your firm's implementation plan and an estimate of time commitments from Owner staff.
- 5.5. Pricing.** Complete *the provided Price Schedule* attachment showing complete breakdown of costs to include hours needed for each task and subtask by project team member and include total project cost. **Regarding legal counsel requirement- Mesa County understands that most attorneys want a retainer and that legal fees can escalate quickly. For the legal counsel rates, provide a proposed budget for the use of an attorney that the offeror feels is adequate to complete the efforts of the SOW. Contract may include a maximum number of hours of legal counsel for the budgeted amount with a budget amendment if additional hours are needed.**
1. Pricing will be evaluated in terms of completeness and reasonableness in conjunction with the scope of services/specifications noted in this RFP.
 2. Pricing fees paid by Owner are all inclusive.
 3. Optional pricing must be designated as such.
 4. Pricing is in US dollars (USD).
 5. Price is FOB Destination, freight prepaid as applicable, unless otherwise specified.
- 5.6. Confidential Material (optional).** If any submittal information is considered confidential or proprietary by the Offeror, the Offeror must upload two (2) document versions into BidNet.
- 1) Confidential Version: This version contains confidential and proprietary information. This version, clearly identified with the words "Confidential Disclosure", shall be uploaded into BidNet. Clearly identify the sections in this version that are confidential and proprietary.
 - 2) Non-Confidential Version: This version contains no confidential or

proprietary information. This version shall ultimately become public record and shall be subject to inspection after contract award, or until the solicitation is cancelled.

Proprietary or confidential information is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of confidential or proprietary information places it in the public domain.

Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary. Submittals will be considered to be non-responsive when the entire submittal is noted as being confidential.

The Owner will review materials identified as confidential or proprietary. If the Owner determines that these materials are not considered confidential or proprietary in their sole discretion, the Offeror shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Submittals may be considered to be non-responsive when non-proprietary information in the RFP is noted as being confidential.

All proposal materials are subject to the Colorado Public Records Act. Except for proprietary or confidential proposal materials, proposal materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award, or until the solicitation is cancelled.

- 5.7. Insurance Attestation.** Offeror shall provide either: proof of current ability to meet insurance requirements as stated in Section 3 – Insurance Requirements; or statement that if awarded the Offeror will obtain, and maintain through the performance of the potential award, the insurance requirements as stated in Section 3 – Insurance Requirements.

Note: Prior to any award of an offer, the Awardee shall be required to submit proof of insurance as stated in Section 3 – Insurance Requirements.

- 5.8. Solicitation Response Form.** Offeror completes and submits the attached Solicitation Response Form (see Section 7) with their proposal.

SECTION 6: EVALUATION CRITERIA AND FACTORS

- 6.1 Intent.** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Offeror's ability to provide the services described herein.
- 6.2 Minimal Standards for Responsible Prospective Offerors.** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet all the following requirements:
1. Have adequate financial resources, or the ability to obtain such resources as required.
 2. Be able to comply with the required or proposed completion schedule.
 3. Have a satisfactory record of performance.
 4. Have a satisfactory record of integrity and ethics.
 5. Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner
- 6.3 Evaluation Criteria.** The following criteria, weighted as shown, will be used to evaluate the submittals (in no particular order of priority):
- Relevant Experience -20%
 - Technical and Personnel Expertise -20%
 - Strategy and Implementation Plan -30%
 - Price – 30%
- 6.4 Best Value.** The Owner desires to maximize the purchasing value of public funds. It is the intention of the Owner to award the contract to the most responsive, responsible and best-value Offeror, which may not necessarily be the lowest-price Offeror being selected. Value added benefits that may be evaluated include, but are not limited to quality, safety, responsiveness, service, innovation and reliability. Best value evaluation determines the value of products and/or services acquired that results in the best combinations of quality, service, time, safety, security, and cost considerations over the useful life of the product or service. The emphasis is value over price.
- 6.5 Proposal Rejection.** The Owner reserves the right to reject any and all proposals or any and all portions of proposals.
- 6.6 Evaluation.** An evaluation team will review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the

scope of services and possess the integrity and reliability that will ensure good faith performance. Offerors shall be ranked or disqualified based on the evaluation criteria listed in this RFP.

Option Line Items- Option Line Items represent known requirements that may exceed the base requirement and they may be exercised at the time of award due to funding or performance limitations. The Owner will evaluate proposals for award purposes by adding the total price for all Option Line Items to the total price for the base requirement. Option Line Items will be evaluated as part of the base award and may be exercised at the amounts specified in the price schedule. However, evaluation of Option Line Items does not obligate the Owner to exercise any option(s), and offers may be deemed unacceptable if option prices are significantly unbalanced.

- 6.7 Oral Interviews.** The Owner may invite the most qualified rated Offerors to participate in oral interviews.
- 6.8 Site Visits.** The Owner may also conduct site visits to the Offeror and/or site visits to current Offeror customers, subject to customer approval, if deemed necessary.
- 6.9 Negotiations.** The Owner will undertake negotiations with the top-rated Offeror or Offerors, or with the Offeror or Offerors that the Board of County Commissioners selects for negotiations.
- 6.10 Award.** The Owner reserves the right to consider all of the information submitted, evaluation factors, oral presentations, and site visits, in selecting the winning Offeror. If applicable per Purchasing Policy purchasing amount limits, selection by the evaluation team may be over-ridden by the Board of County Commissioners.

SECTION 7: SOLICITATION RESPONSE FORM

Offeror shall return all pages of this sections Form

RFP-2528-SH

The Owner reserves the right to accept any portion of the services to be performed at its discretion.

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by Mesa County are exempt from sales or use tax. Colorado Tax exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the quoted prices.

RECEIPT OF ADDENDA: the undersigned Offeror acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

State number of Addenda received: ____.

Requirements for Proposal Package- see Section 5 for details:

- ☐ Cover Letter
- ☐ Organizational Background
- ☐ Technical and Personnel Expertise
- ☐ References
- ☐ Strategy and Implementation Plan
- ☐ Price Schedule Attachment

☐ Insurance Attestation

- As applicable:

☐ Exceptions/Substitutions

☐ Confidential Material versions

Pricing Format

Item Number	Description	Price
1	Task 1	\$
2	Task 2	\$
3	Task 3	\$
4	Task 4	\$
5	Task 5	\$
6	Task 6	\$
Option 1	Task 1.6 Option Line Item	\$
Option 2	Task 2.2 Options Line Item	\$
Total		\$

 Offeror/Company Name

 Authorized Agent Name & Title

 Authorized Agent Signature

 Phone Number of Agent

 Address of Offeror

 E-mail Address of Agent

 City, State, and Zip Code

 Date

**(SAMPLE)
EXHIBIT C**

**MESA COUNTY
PROFESSIONAL SERVICES AGREEMENT
INSURANCE REQUIREMENTS**

1. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Contractor pursuant to this agreement and shall not start work under this agreement until such insurance coverage has been obtained and approved in writing by County's Contract Administrator.

2. Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to County, with a copy to County's Contract Administrator, immediately upon request.

3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice, County and County's Contract Administrator will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.

4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which Mesa County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, *et seq.*, C.R.S., as amended.

5. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless County grants specific approval for an exception.

6. Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- A. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado.

B. Commercial General Liability, "occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition, Contractor must either:

1) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract.

OR

2) Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

C. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

D. PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate. *As applicable*

7. The policies required by paragraph (B) above shall be endorsed to specify; "Mesa County, their officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Contractor, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACORD 25-S" form.

8. Depending on the nature and scope of the services to be provided under this Contract, additional insurance requirements may be specified by County. Items listed below, which have been marked with an "X" are required of Contractor by County as a condition of this Contract. Contractor initial, placed by the corresponding "X", shall acknowledge the Contractor compliance in meeting the specific insurance requirement(s).

Your

Initial X (if applicable)

____ — EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

- ____ _ BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the entire project.
- ____ _ BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.
- ____ _ Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E."

**(SAMPLE)
EXHIBIT D**

**MESA COUNTY
PROFESSIONAL SERVICES AGREEMENT
STANDARD CONDITIONS**

1. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.

2. Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor's expense, all necessary permits required by any governmental agency with jurisdiction.

3. In the performance of work under this Contract, Contractor shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and details of its work, County being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.

4. Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

5. This is a personal services contract on the part of Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of County and any attempt to assign this Contract without the prior express written consent of County shall render the Contract null and void with respect to the attempted assignee.

6. County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Contract. The right of inspection reserved in

County is for protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

7. County, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit Contractor's books with regard to this Contract, and Contractor shall retain its books and records for the required period.

8. This is not an exclusive Contract. County may, at its sole discretion, contract with other entities for work similar to that to be performed by Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for County.

9. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the substantially prevailing party for costs and reasonable attorney's fees.

10. Contractor agrees that any information received by Contractor during any furtherance of the Contractor's obligations hereunder will be treated by Contractor as confidential and will not be revealed to other persons, firms or organizations.

11. **(This paragraph applies if the work performed is a "public work"):** In discharge of this Contract, Contractor shall employ Colorado labor to perform not less than 80% of each type or class of labor in each of the several classifications of skilled and common labor employed on this project. A "public work" is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public.

12. This Contract constitutes the entire agreement of the parties, and it supersedes all prior written or verbal agreements or understandings between the parties concerning the subject matter of this Contract. This Contract may only be amended or modified by a written agreement signed by each party and approved in the same manner as the original Contract.

13. Persons signing as or on behalf of Contractor represent by their signature that the person signing is fully authorized to so sign this Contract and that Contractor has taken all steps necessary that the signature is binding upon Contractor.

14. The provisions of this Contract shall be severable, and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by County

if Contractor fails to perform or comply as required.

15. (For Contracts which may be extended): CONTRACTOR MUST INITIAL: _____ . Contractor grants to County the right to extend the term of this Contract for _____ consecutive, _____ periods. All other terms and conditions of the Contract shall remain as written. Extension of the Contract shall be at County's sole and unfettered discretion.

16. Contractor shall, to the extent permitted by law, indemnify, save, and hold harmless County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of action of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by Contractor or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to County under this paragraph include claims against the County by Contractor's employees whether or not such claim is covered by workers' compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend County as herein provided, and such obligation exists even if the claim is fraudulent or groundless. However, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended.

17. Conformance with Law: Contractor shall at all times during the performance period strictly adhere to all applicable federal, state and local laws and implementing regulations as they currently exist and may hereafter be amended, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract.

18. Contractor assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, County has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, Contractor may copyright such, but County reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

19. Force Majeure: Neither Contractor nor County shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages

if, and only to the extent that, such delay or failure is caused by “force majeure”. As used in this contract “force majeure” means fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, pandemic or epidemic, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.

Mesa County Transportation Funding Study

Prepared for:
Mesa County

Submitted on:
December 2, 2025

In partnership with
EPS
WR Communications
Kaplan Kirsh

October 15, 2025

Subject: Proposal for the Mesa County Transportation Financial Study (RFP-2528-SH)

Dear Selection Committee:

We are excited to potentially support the Mesa County Regional Transportation Planning Office (RTPO) in developing a strategy to fund multimodal transportation projects and transit services in the Grand Valley. Investing in transportation infrastructure and services is critical to supporting a thriving economy, improved safety, and a high quality of life within this important and growing regional hub. Much has already been done to identify the transportation needs in the county, and this project will define a strategy to successfully fund those investments.

We believe our team and qualifications provide comprehensive support for developing an actionable plan for regional transportation funding. Our team offers you the following benefits:

Recent and ongoing local experience: Fehr & Peers has supported many recent projects within Mesa County, so we understand the local context, political landscape, and community priorities.

Understanding of Transportation Funding Solutions in Colorado: Our multidisciplinary team brings unparalleled knowledge and experience in transportation funding analysis in Colorado. In addition to Fehr & Peers, who will lead transportation planning analysis and public/stakeholder outreach, our team includes EPS, statewide economic planning experts, who will lead funding analysis, and WR Communication who will lead public polling, and Kaplan Kirsh who will provide legal counsel. Our four firms have collaborated on numerous similar projects, including the formation and planning of RTAs in Eagle County and the Yampa Valley, and the Fort Collins Transit Funding Study.

An Outstanding Project Management Team: Our Project Manager, Patrick Picard, is consistently ranked by clients as exceeding expectations in client surveys. He recently led Core Transit's 10-Year Transit Development & Capital Plan and has led multiple projects in Mesa County with diverse stakeholder interests, including the Grand Junction Pedestrian & Bicycle Plan and TEDS Manual Update and North Avenue Enhanced Transit Corridor Study. Our Principal-in-Charge, Jason Miller, draws on over 20 years of combined experience as a former RTA director in a regional mountain setting and more recently supporting small urban, rural, and mountain communities in developing transit plans as a consultant. Jason led the Fort Collins Transit Funding Study and Yampa Valley RTA Formation Study and Ballot Initiative. Jason understands firsthand the procedural, policy, service delivery, and funding challenges associated with RTA formation and various transportation financing strategies.

Improving communities is Fehr & Peers's mission, and we are excited to help Mesa County fund and implement additional transportation options. Thank you for the opportunity to be considered for this important work – we look forward to hearing from you.

Sincerely,

FEHR & PEERS



Chris Mitchell, PE, President & CEO

Contact Person: Patrick Picard, Fehr & Peers
410 17th Street, Suite 1000, Denver, CO 80202
(720) 539-7237 | p.picard@fehrandpeers.com

2024 CLIENT SURVEY RESULTS

After every project, we check in with our clients—and we truly value their feedback:

- ✓ 98% value
- ✓ 98% quality
- ✓ 98% service
- ✓ 99% say they would use us again

Firm Overview

Fehr and Peers

Fehr & Peers is a transportation planning and engineering firm with 24 offices and over 400 staff nationwide. Since 1985, we've partnered with public and private clients to design safer, more effective ways for people and goods to move—creating spaces where everyone can thrive, today and for generations to come.

Bringing together data, technology, and the lived experiences of the communities we serve, we help clients make confident, well-informed decisions. Along the way, we've earned national recognition for raising the bar on how transportation projects are planned, designed, and delivered. Many of our first clients still trust us with their transportation needs after decades of collaboration—a testament to the strong partnerships we build and the innovative mindset we bring to every project.

Fehr & Peers' Denver office has worked on transportation projects throughout western Colorado communities for two decades. We have led or supported several recent high profile transportation funding studies in Colorado, including the Fort Collins Transit Funding Study, the Yampa Valley RTA Formation Study, and the Eagle Valley RTA and Ballot Initiative. We have also led numerous multimodal planning projects throughout the Grand Valley, including the 2045 Grand Valley Regional Transportation Plan and Grand Junction Pedestrian & Bicycle Plan to name a couple.

Through these experiences we have gained a deep understanding of the transportation challenges and aspirations of the Grand Valley. We also understand the process for developing a sound funding strategy in Colorado. We will leverage our team's local, regional, and national expertise to help the Mesa County Regional Transportation Planning Office and its partners navigate the myriad of challenges associated with developing a transportation funding solution, including exploring the formation of an RTA. Regardless of community size or location, Fehr & Peers strives to deliver transit planning services that feature innovative visions for connecting communities through robust, connected, and implementable multimodal transportation networks and service delivery models.

Sub-Consultants

EPS

EPS is a land economics consulting firm experienced in the full spectrum of services related to real estate development, the financing of public infrastructure and government services, land use and conservation planning, and government organization. EPS was founded on the principle that real estate development and land use-related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services.

Since 1983 EPS has provided consulting services to hundreds of public- and private-sector clients in Colorado and throughout the United States. The professional staff includes specialists in public finance, real estate development, land use and transportation planning, government organization, and computer applications. The firm excels in preparing concise analyses that disclose risks and impacts, support decision making, and provide solutions to real estate development and land use-related problems.

WR Communications

Drawing on broad experience in media relations and with newspaper editorial boards, Bill Ray founded WR Communications in 2005. The company began as a PR business and soon evolved into a full-service public affairs firm, engaged in many of the highest profile public policy issues in Colorado. WR Communications' approach to public affairs representation is guided by the principle that public policy debates do not happen in a vacuum. Elected officials, community and business leaders, citizens, journalists and interest groups all function as proponents—and sometimes opponents—on issues significant to our communities. Clear, concise and effective engagement and communications allow these groups to participate in the debate and policy formation.

WR Communications specifically focuses on Colorado local governments and has worked to cultivate relationships across the Western Slope as a primary piece of its core capabilities. WR Communications provides the following services and qualifications:

- Project management and budget oversight
- Facilitation and Consensus Building
- Policy and Ballot Question Development
- Stakeholder and Community Engagement
- Strategic communications and Public Relations
- Polling and surveys

Kaplan Kirsh

Founded in 2003, Kaplan Kirsch has established a reputation as one of the foremost strategic advisors on urban redevelopment, infrastructure, renewable energy, transportation, and public-private projects in Colorado and elsewhere.

Providing counsel on infrastructure funding mechanisms is a critical component of our project development practice. We understand the public funding process of major projects, including airports, highways, transit stems, and similar projects. Kaplan Kirsch also has extensive experience in the use of regional transportation authorities (RTAs) and development-related infrastructure financing, such as tax increment financing, special districts. Our lawyers typically advise clients on the structure and options for, as well as the negotiation and implementation of, such financing including the use of the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan program administered by FHWA as it has been used for both rail and transit and highways and RTAs.

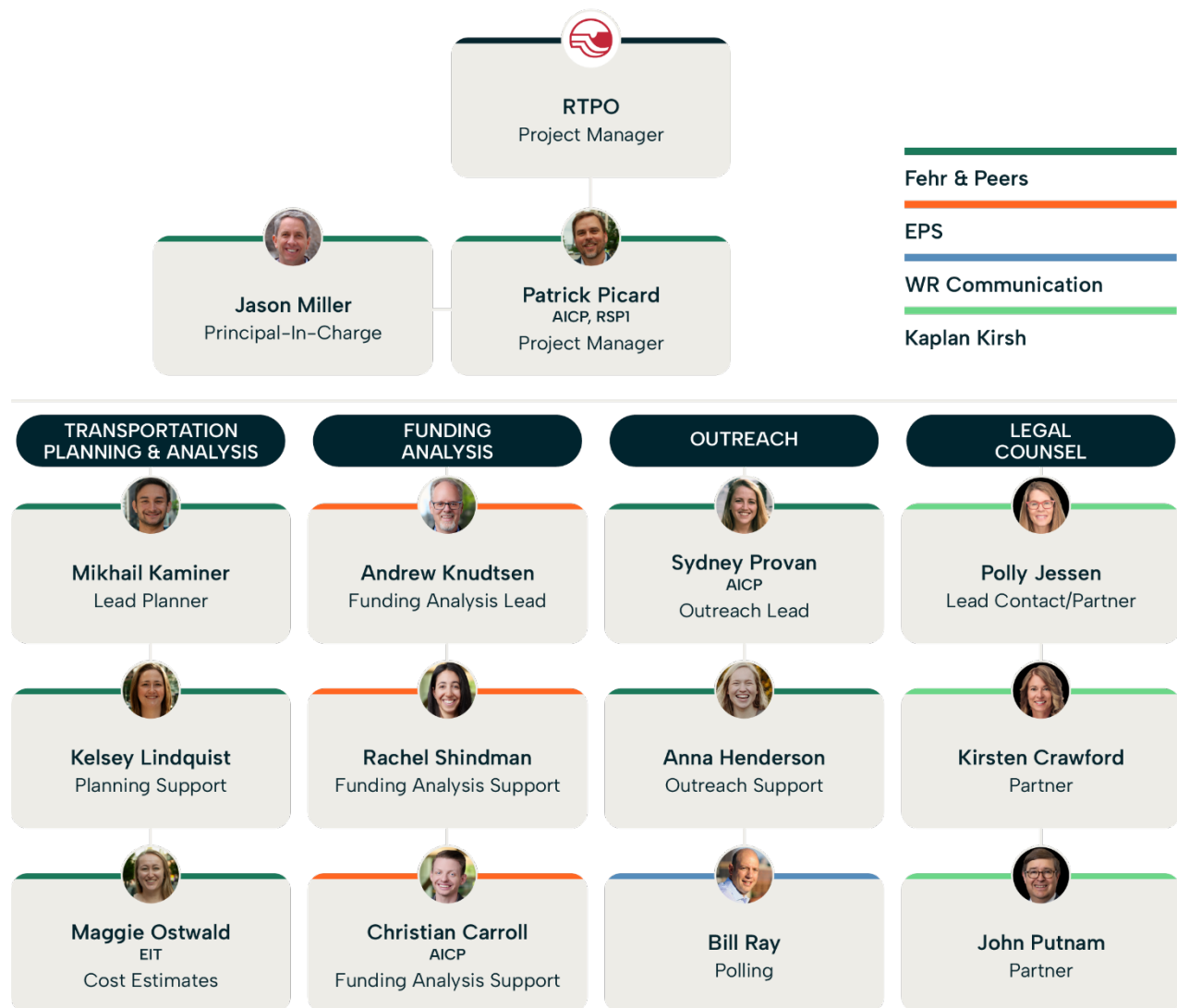
Disclosure: *Kaplan Kirsh has represented a number clients adverse to Mesa County in state rulemaking proceedings, most typically the Environmental Defense Fund (EDF) and CC4CA. Most recently, they are adverse to our client, EDF, in a rulemaking regarding methane emissions from landfills.*

Technical and Personal Expertise

Fehr & Peers brings a deep bench of more than 400 planners, engineers, and technical specialists who focus exclusively on solving complex transportation challenges. Our Denver office serves as the hub for projects across Colorado and the Mountain West, giving our team first-hand experience with the unique mobility, funding, and governance needs of communities like those in Mesa County.

To complement our in-house expertise, we compiled a multi-disciplinary team with local expertise in each of this project's major disciplines: transportation planning, funding, communications, and law. Our team has experience working together in this capacity. Fehr & Peers has partnered with EPS on dozens of projects across Colorado, including the Fort Collins Transit Funding Study, and we recently teamed with WR Communication and Kaplin Kirsh on the Yampa Valley RTA Formation Study. We look forward to bringing the success from these recent projects to Mesa County. Patrick Picard will serve as project manager and the single point of contact from the consultant team.

Project Management Team



Patrick Picard, AICP | Project Manager

Patrick is a Senior Associate at Fehr & Peers with 14 years of experience in multimodal transportation planning in Colorado and across the western U.S. He combines technical expertise with strong communication skills to deliver accessible, data-driven recommendations. Patrick's expertise includes transit, bicycle, and pedestrian planning, multimodal corridor analysis, vision zero/crash analysis, traffic analysis, and travel pattern studies. Patrick recently managed the 10-Year Transit Development and Capital Plan for Core Transit, Colorado's newest RTA, and was lead planner for the Fort Collins Transit Funding Study. Patrick is intimately familiar with the Grand Valley, having led several projects over the last five years, including the 2045 Coordinated Transit and Human Services Plan, the North Avenue Enhanced Transit Corridor Plan, and Grand Junction's first ever Pedestrian & Bicycle Plan and TEDS Manual Update.

Related Project Experience

- Core Transit 10-Year Transit Development & Capital Plan (Project Manager)
- Fort Collins Transit Funding Study (Lead Planner)
- Grand Valley 2045 Regional Transportation Plan (Lead Transit Planner)

Current & Future Commitments

- Adams County Comprehensive Safety Action Plan - 20% through June 2026
- Innovative Mobility: Near Miss Analytics - 10% through August 2026

Jason Miller | Principal-in-Charge

Jason Miller is a Principal, Shareholder, and National Transit Practice Leader with Fehr & Peers. Jason's career as a transit professional spans over 20 years of planning, developing, and implementing integrated public transportation solutions with a focus on small urban and smaller transit systems. Jason has worked on a wide range of innovative transit projects, including mobility hubs, transit center concept designs, capacity analyses, ridership forecasting, fixed route planning and implementation, bus rapid transit strategies, smart infrastructure, and real-time customer information. Jason's experience includes years of financial planning, operational and capital funding development, grant expertise, and implementation acumen. As a former regional transportation authority director for 12 years, Jason is passionate about regional cooperation and planning implementable transportation solutions that facilitate stronger, more connected communities.

Related Project Experience

- Fort Collins Transit Funding and Fare Free Study (Project Manager)
- Mountain Express Grant Support and Financial Planning (Project Manager)
- Yampa Valley RTA Formation Study and Ballot Initiative (Project Manager)
- EVTA/Core Transit Pre-Ballot Planning Support (Project Manager)
- Grand Valley North Avenue Bus Stop Improvements (Senior Advisor)
- Core Transit 10-Year Transit Development & Capital Plan (Principal-in-charge)

Current & Future Commitments

- Boulder Countywide Transit Study - 20% through September 2026
- Boulder Mobility Hubs - 20% through November 2026
- Fort Collins Transfort Optimization Plan – 10% through November 2025

Mikhail Kaminer | Lead Planner

Mikhail Kaminer is a Senior Transportation Planner with the mission to expand community access through widespread multimodal transportation options. Mikhail's experience ranges from local to regional scales in transportation solutions, giving him the ability to think about the various ways decisions at different scales will impact communities at the human level. Mikhail has extensive experience working in mountain communities and was lead planner on the Yampa Valley RTA Formation Study.

Related Project Experience

- Gunnison Valley Regional Transportation Authority Operating and Capital Plan
- Vail Transit Route Optimization Plan
- Colorado Parks & Wildlife Local Access Funding Study
- Yampa Valley RTA Formation Study and Ballot Initiative
- **Current & Future Commitments**
- Steamboat Springs Gondola Transit Center Shuttle Study - 20% through July 2026
- Arapahoe County Transit and Micromobility Study - 20% through September 2026
- CDOT Regional Transportation Authority Best Practices Study - 10% through March 2026

Sydney Provan, AICP | Outreach Lead

Sydney Provan is a Senior Transportation Planner with expertise in community engagement. Sydney has worked on a wide variety of transportation projects encompassing all modes of transportation and ranging from multimodal corridor plans to citywide transportation plans. She is enthusiastic about using her skills in data analysis, community engagement, and visual communications to improve transportation access in the communities she works in. Sydney's approach to community engagement is to provide a variety of ways for community members to participate no matter the time they have or background on the subject matter. Sydney ensures a project's information and outreach tools are accessible, intuitive, and ideally fun for the community to have their voice heard.

Related Project Experience

- Lake County Transit Development Support
- Denver Moves: Bikes Update
- Denver Safe Routes to School
- **Current & Future Commitments**
- Denver Safe Routes to School – 10% through December 2025
- Denver Moves: Bikes Update – 20% through December 2025
- Denver Sidewalk Implementation Plan - 10% through December 2026

Kelsey Lindquist | Planning Support

Kelsey Lindquist is a Transportation Planner who is passionate about improving quality of life through the transportation network, reducing carbon emissions, encouraging active transportation, and reducing the reliance on single occupancy vehicles. She has worked on a variety of transportation projects throughout Colorado from analyzing and drafting a service plan for West Denver Microtransit to exploring the feasibility of a Regional Transportation Authority in the Yampa Valley.

Related Project Experience

- Yampa Valley RTA Formation Study and Ballot Initiative
- Denver Safe Routes to School
- Colfax BRT Parking and Safety Study
- **Current & Future Commitments**
- Commerce City Microtransit Study - 20% through May 2026
- Steamboat Springs Shuttle Study - 10% through August 2026

Maggie Ostwald, EIT | Cost Estimates

Maggie is a transportation engineer with a drive to build safer transportation networks that foster strong, accessible communities. Her experience in roadway design enables her to develop concise, practical solutions for planning projects. Maggie's project work demonstrates her knack for bridging the gap between long-range planning and effective implementation of engineered designs. Ranging from temporary traffic control at individual intersections to a twelve-million-dollar interchange, her cost estimating experience eases the funding procurement process and construction delivery.

Anna Henderson | Outreach Support

Anna is an urban planner and designer with expertise in policy, planning, civil engineering, and design. She combines data-driven analysis with creative design strategies to develop innovative transportation solutions that reduce emissions, expand equitable access, and improve quality of life. Her recent work spans from regional transit planning to mobility hub design, where she applies both analytical rigor and design thinking. Anna brings strong skills in analysis, design, and graphic communication to bring actionable, forward-looking solutions. Anna was lead planner on the Core Transit 10-Year Plan and developed most of the public-facing outreach materials and deliverables.

Related Project Experience

- Core Transit 10-Year Transit Development & Capital Plan
- Vail Transit Route Optimization Plan
- Gunnison Valley RTA – Enhanced Bus Stop Design
- **Current & Future Commitments**
- Commerce City Microtransit Study – 10% through April 2026
- DRCOG Multimodal Toolkit – 10% through July 2026
- Transfort Optimization Plan & Mobility Hub Design – 40% through February 2026

Andrew Knudsen, CCIM | EPS, Funding Analysis Lead

Andrew Knudsen is a planner and economist and draws from nearly 30 years of consulting experience to help communities ground their land use, transportation, and economic decision-making. His work includes financing and implementation strategies for transportation networks for regions or for individual municipalities. He can evaluate funding options relative to project priorities and develop balanced implementation strategies. His work has enabled communities to develop new funding sources for transportation projects, often leveraging federal funds with locally generated matching dollars. Andrew presents technical findings related to funding stakeholders and elected officials can easily understand, providing a basis for consensus building and decision making.

Related Project Experience

- Transportation Financial District Formation (Boulder, CO)
- VIA Transit Funding and Financing Strategy (San Antonio, TX)
- US-36 Corridor Demand and Revenue Forecast (Denver Metro, CO)

Current & Future Commitments (Availability: 20%)

- Boulder Countywide Strategic Transit Plan
- Harris County TX BRT Tollway Expansion Economic Impact
- Commerce City Reunion Town Center Visioning
- South Jordan Daybreak Bond Due Diligence Issuance

Rachel Shindman, AICP | EPS, Funding Analysis Support

Rachel Shindman provides expertise addressing real estate economics, fiscal and economic impact analysis, funding and finance modeling, and transportation funding strategies. Her work on transportation projects includes constructing models to document sources and uses of funds and outline financing options for complex capital improvement strategies. She is highly collaborative and provides technical analysis to build consensus with stakeholders around complex programs.

Related Project Experience

- Transit Plan Financing Study (Fort Collins, CO)
- Boulder County Housing and Transportation Funding (Boulder County, CO)
- Reimagine RTD Comprehensive Plan (Denver, CO)

Current & Future Commitments (Availability: 35%)

- East Colfax BRT Extension

- Steamboat Springs Inclusionary Housing and Linkage Fee Study
- Boulder Countywide Strategic Transit Plan
- Aspen Regional Housing Needs Assessment

Christian Carroll, AICP | EPS, Funding Analysis Support

Christian Carroll joined EPS in 2023 after nearly five years of public planning work with the City of Novi and DeWitt Charter Township in Michigan. His work focuses on projects that aim to promote public well-being through innovative financing mechanisms, public-private partnerships, and collaborative decision-making. Christian's professional experience includes site plan review, environmental protection, housing policy, and community and economic development.

Related Project Experience

- Palmer Lake Buc-ee's Fiscal Impact Analysis | Palmer Lake, CO
- East Eagle Fiscal Impact Analysis | Eagle, CO
- Civic Center Market and Feasibility Analysis | Northglenn, CO

Availability: 50%

Bill Ray | WR Communication, Polling Lead

Bill has worked as a consultant on numerous statewide, local and special district projects over 20-plus years of consulting in Colorado. His local government experience includes successful coordination in 2022 of the new Eagle Valley Transportation Authority, helping multiple local government jurisdictions successfully form a new RTA with a dedicated sales tax. Bill has helped the Roaring Fork Transportation Authority; Eagle, Pitkin and Clear Creek counties; Arvada, Basalt, Glenwood Springs and other municipalities; and numerous school districts and special districts pass tax and bond measures.

Polly Jessen | Kaplan Kirsh, Legal Counsel Lead/Partner

Polly Jessen's practice focuses on a range of project development issues, including entity formation and governance and with special emphasis on issues associated with redevelopment of contaminated property. Polly's clients include municipalities and quasi-governmental entities, as well as private developers, lenders, and other private entities involved in complex remediation and redevelopment projects. She speaks and publishes on contaminated property redevelopment issues, construction, entity formation and governance for project development, and the environmental and land use issues associated with severed mineral interests.

Kirsten Crawford | Kaplan Kirsh, Partner

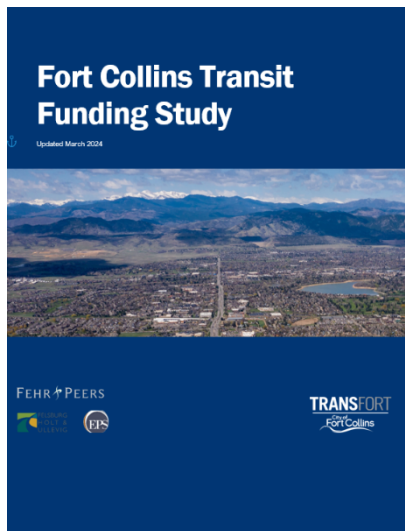
Kirsten Crawford is an experienced real estate and land use attorney with experience navigating complex land use entitlement and approval processes. She has successfully guided stakeholders through significant public-private partnerships, and large-scale mixed-use developments. Kirsten has developed exceptional legal draftsmanship having lead efforts for multiple ballot measures, complex TABOR measures, and significant regulatory frameworks.

John Putnam | Kaplan Kirsh, Partner

John Putnam oversaw all legal affairs at the United States Department of Transportation as General Counsel, including grant development, implementation, and oversight. He has also worked with a variety of public transportation providers, including the Colorado Department of Transportation on federal grant funding and oversight across a variety of transportation modes. John also oversaw all legal matters for the Build America Bureau, including TIFIA, RRIF and PABs issues, and served as a member of the Council on Credit and Finance for USDOT and BAB. He has also worked with transportation providers around the country, including CDOT, on BAB financing tools.

Project Qualifications

Fort Collins Transit Funding Study



Fehr & Peers led the City of Fort Collins' Transit Funding Study, in partnership with **EPS**, to assess long-term financial sustainability and explore the feasibility of permanently operating Transfort fare-free. The study provided a comprehensive analysis of current and future operating and capital needs to achieve the 2040 Transit Master Plan vision, along with a detailed review of potential new revenue sources and funding mechanisms. EPS evaluated a wide array of potential funding tools, including federal, state, and local sources. Following this evaluation and prioritization, seven revenue tools were included in the final analysis. Utilizing annual revenue estimates generated by EPS, the tools were used as inputs into four funding scenarios for consideration.

Extensive stakeholder outreach—including business leaders, educational institutions, social service providers, and the community—shaped recommendations and ensured alignment with citywide priorities.

Key issues addressed included:

- Forecasting operations and maintenance needs through 2040
- Estimating capital project costs for bus rapid transit (BRT) corridors
- Developing local funding need estimates and phasing for operations and capital projects
- Evaluating fare-free service feasibility
- Conducting public surveys (1,600+ respondents) to assess community support
- Identifying potential funding tools, including property tax, sales tax, excise fees, and partnerships
- Presenting funding scenarios and governance options, including potential for a Regional Transportation Authority.

Yampa Valley RTA Transit Feasibility Study and Ballot Initiative Support



Fehr & Peers, in partnership with **WR Communication** and **Kaplan Kirsh**, led a multi-agency effort to create a regional transportation authority (RTA) as an optimal way to plan, finance, implement, and operate a regional transit system for three clients: Steamboat Springs, Routt County, and Craig, Colorado. This effort included an analysis of the existing transportation system and demand, an extensive public outreach effort, a facilitated discussion with peer Colorado RTAs, and development of cost and revenue scenarios for an initial service plan. The project concluded with clearly defined next steps that the various municipalities will need to collaborate on to bring the RTA to a public ballot.

Eagle Valley Planning Support for RTA Formation and 10-Year Transit Development & Capital Plan

Fehr & Peers led transit planning support efforts ahead of the development of a regional transportation authority for Eagle County, which was an expansion of ECO Transit coordinated with the efforts of Vail Transit and Avon Transit. Activities included analyzing the implications, both for ridership and operational costs, of implementation of a fare-free zone; developing service scenarios for expanded service under an RTA; defining needed infrastructure and capital projects; cost estimates; and working with local elected officials and stakeholders on messaging benefits to the public. **Kaplan Kirsh** provided legal support for establishing the RTA.



Following adoption of the RTA by voters, Fehr & Peers led the development of the inaugural 10-Year Transit Development and Capital Plan for the Eagle Valley Transportation Authority, (Core Transit). Fehr & Peers led robust public engagement across multiple jurisdictions that required regular coordination meetings, online and in-person events to build consensus among stakeholders with diverse interests. The final plan included a service development plan, capital improvement plan, operating financial plan, and implementation and phasing plan that provides practical and implementable solutions to meet the community's 10-year transportation needs.

Grand Valley Regional Transportation Plan



Fehr & Peers assisted the Grand Valley Metropolitan Planning Organization in updating their Regional Transportation Plan (RTP) for a 2045 horizon year as well as their Coordinated Transit and Human Services Transportation Plan. Fehr & Peers led public and stakeholder outreach at the regional scale through in-person and online engagement reaching over 9,500 people. We conducted online and in-person public surveys as well as a survey of human services providers in the region, and used the findings to identify needs and inform a prioritized set of actions.

As part of the Coordinated Transit and Human Services Transportation Plan we coordinated regularly with MPO staff, the area mobility manager, local transit agency, and many human services providers in the region. We conducted a map-based, data driven transit propensity analysis to identify gaps and duplications in transportation services. The final recommendations were organized into a list of coordination activities, capital improvements, service improvements, and funding strategies to guide the MPO in improving transit and human services transportation over a 10-20 year period.

EPS – RTD Highway 119 Corridor Study | EPS



As part of a multidisciplinary team that included **Fehr & Peers**, **EPS** performed funding and financing analysis for the proposed BRT service for the State Highway 119 Corridor, linking Boulder to Longmont, Colorado. Given that outside funding sources are needed to construct this project, the EPS scope focused on funding mechanisms that could be established to supplement state and federal sources. EPS looked at sources and uses of funds for the full range of corridors previously identified in the Northwest Area Mobility Study (NAMS). EPS generated multiple scenarios for funding options. The Technical Advisory Committee and the Policy Advisory Committee selected the most comprehensive approach, which provides funding for regional solutions. The multimodal corridor is fully financed and is under construction.

References

Tanya Allen | Core Transit Executive Director

970-376-2088

tanya.allen@coretransit.org

Client since 2022

Services Provided:

- Eagle Valley Planning Support for RTA Formation (2023)
- Core Transit 10-Year Transit Development & Capital Plan (2025)

Kaley Ziesel | Transfort Director

970-224-6067

KZeisel@fcgov.com

Client since 2015

Services Provided:

- Transfort Transit Master Plan (2019)
- West Elizabeth MAX BRT Corridor Plan (2015) and Service Planning (2025)
- Transfort Fare Free and Funding Study (2023)
- Transfort Optimization and Innovation Study (ongoing)
- Transfort Mobility Hubs Concept Design (ongoing)
- Transfort and Poudre School District Partnership Study (2024)

Jonathan Flint | Transit Manager, City of Steamboat Springs

970-875-1516

jflint@steamboatsprings.net

Client since 2023

Services Provided:

- Steamboat to Craig Rail Feasibility Study (2024)
- Steamboat-Routt-Craig RTA Formation Study (2024)

EPS REFERENCE:

Jean Sanson | Senior Transportation Planner, City of Boulder

720-450-1488

sansonj@bouldercolorado.gov

Client since 2015

Services Provided:

- Boulder 55th & Arapahoe Station Area Master Plan
- Boulder County Housing and Transportation Funding Model
- Brighton-Boulder Highway 7 BRT Feasibility Study
- Boulder Junction Implementation and Financing Plan

Strategy & Implementation Plan

Project Understanding

The Mesa County Regional Transportation Planning Office (RTPO) is looking for a consultant team to develop a sustainable strategy to fund multimodal transportation projects and transit services in the Grand Valley. The 2050 Grand Valley Regional Transportation Plan and Mesa County Safety Action Plan prioritize many of the projects, but the transportation needs currently outweigh available funds.

Fehr & Peers has assembled a team from similar recent collaborative efforts in Eagle County, Routt County, and Fort Collins to help the RTPO navigate the transportation funding challenge. Our team will leverage our expertise from those projects as we engage the community to define the transportation needs, explore strategies to fund those needs, and work with the RTPO to develop effective strategies that are legally sound, implementable, and backed by the community.

The transportation needs of the Grand Valley are diverse and varied, ranging from improving multimodal connectivity in the urban cores to enhancing transit, safety, and roadway infrastructure across the rural and farming communities. Fehr & Peers has been working in the Grand Valley for years, including having developed the 2045 Regional Transportation Plan, the Grand Junction Pedestrian & Bicycle Plan, the Fruita Active Circulation Plan, and other corridor projects. We will leverage our understanding of the unique transportation challenges, aspirations, and contexts of the Grand Valley to develop a plan that is right for the region.

The following elements will be critical to developing an effective transportation funding solution in the Grand Valley and we have assembled a team with expertise to address each discipline.

Defining the Transportation Need

An important early step will be to develop a list of the transportation projects and services that the RTPO is looking to fund. We will work with the RTPO and the stakeholder committee to understand the most critical needs from the Regional Transportation Plan, Safety Action Plan, and GVT, solicit input from the public, develop cost estimates, and provide our expertise to narrow the project list, and potentially compile a range of funding package options for consideration.

Getting Community and Stakeholder Support

To achieve an effective funding solution, especially with a potential ballot initiative, the financial strategy will need to have strong support from the community. Historically, successful transportation ballot initiatives include a clearly defined and transparent project list so the public sees tangible benefits. Fehr & Peers will lead this task drawing on our extensive outreach experience in the Grand Valley where we successfully solicited input from thousands of people on past projects. We will be supported by Bill Ray of WR Communications, who will lead community polling and whom we have collaborated with on similar efforts. We make sure we ask the right questions to the community and stakeholders. Additionally, we know that regional cooperation and collaboration is key to this effort, and we are experts at fostering strong relationships with partners as a key study outcome.

Exploring Funding Options and Strategies

There are numerous paths the RTPO could take to generate funds to address the transportation project backlog, from leveraging various taxes and fees, to developing a new RTA, all of which can be packaged differently. Each of these options has their own benefits, tradeoffs, and risks, and may have different legal strings attached.

EPS are experts in this area and will lead this part of the project with support from Fehr & Peers to explore all feasible options and clearly showcase the benefits and tradeoffs to make an informed decision. Fehr & Peers and EPS have collaborated on similar efforts in Fort Collins, Boulder County, Pitkin County, and other communities across Colorado. Fehr & Peers and WR Communication will leverage our local experience helping numerous communities in Colorado explore RTA formation and transit funding. Together our teams bring unparalleled local knowledge and expertise of transportation funding options and constraints in Colorado.

Working within Colorado's Legal Framework

We understand that any funding strategy that is proposed as part of this project will need to be within the legal framework of local and Colorado State law. Kaplan Kirsh will draw on extensive experience in this area to support the project. Fehr & Peers and Kaplan Kirsh collaborated on a similar recent effort as part of forming an RTA in Routt County.

Project Approach

Fehr & Peers is committed to completing all of the scope elements as outlined in the RFP, within the required 12-month timeframe.

Task 1: Initiative Development

Fehr & Peers will lead this task to determine a project list, or a range of project package options, including cost estimates to be carried forward into a funding package. Community support (Task 3) and Stakeholder Support (Task 4) will be critical to this effort.

1.1 Project Selection

Fehr & Peers will build off the prioritized project list from the 2050 Grand Valley Regional Transportation Plan and Mesa County Safety Action Plan to identify the most important transportation projects for a funding initiative. This will likely include a diverse mix of roadway/maintenance projects, multimodal projects, transit service, safety projects, and school busing projects to both meet the critical transportation needs and to maximize effectiveness at achieving broad support from different constituents in the valley.

We envision this task to be completed iteratively with Task 2, 3, and 4 so the final list matches potential revenue amounts and to get public buy-in. We also propose developing a range of funding packages to represent both lower funding and higher funding assumptions that can then be vetted with the community and weighed against the different funding options that emerge in Task 2. Existing revenue sources, including from State and Federal funds will also be factored into project selection.

This subtask is a critical step in preparation for a potential ballot initiative, as it allows voters to understand the benefits they will see if they vote to approve a tax or other associated funding mechanism. The Fehr & Peers team has helped both the Eagle Valley and Yampa Valley in similar efforts understand what projects an RTA could deliver and present these to the community to solicit feedback on project support and priorities.

1.2 Walk Zones

School District 51, which encompasses the Grand Valley, currently has a walk zone policy whereby school busing is not provided within 2 miles of one's district elementary school and 3 miles for middle/high schools. This policy can cause more people to drive to school and increases safety concerns for students who need to cross major roads when walking and biking to school.

Fehr & Peers will evaluate alternative options to mitigate the transportation impacts of this policy. We will first seek to understand the financial and other factors that led to the current policy and leverage our transit service planning, microtransit planning, and Safe Routes to School expertise to identify potential creative solutions, including utilizing pick-up hubs, other transportation services, or funding additional school bus services. We will also explore other the walk policy of other similar peer communities and different ways they may be addressing and funding school bussing.

1.3 Cost Estimates

Realistic cost estimates will be paramount to advancing a ballot initiative or other funding strategy. Based on the project list that emerges from Task 1.1 Fehr & Peers will define planning-level costs of priority projects leveraging our in-house engineering, transit, and traffic safety experts. We will use comps from other recent projects in the area, and our experience on dozens of other projects developing roadway costs, transit service and capital project estimates, pedestrian and bicycle facility costs, and safety countermeasure costs. Cost estimates will account for contingencies and be conservative in nature to factor in material cost uncertainties and recent inflation in the labor market.

1.4 – Revenue Split

Fehr & Peers will conduct a simple analysis to demonstrate what parts of the county would benefit from the projects and compare that to the potential revenue generated by different areas to help finalize the project list and revenue amounts needed. We will base these calculations on the project list that emerges from Task 1.1, cost estimates from Task 1.3, and revenue data from Task 2.

1.5 Public Polling

See subtask 3.3.

1.6 IGA Development (*Optional*)

If opted for, Kaplan Kirsch will lead this task to assist the RTPD in developing the intergovernmental agreement (IGA). The firm brings extensive experience advising and drafting ballot measures for municipal and county governments on the formation of redevelopment, transportation, and housing authorities, as well as on TABOR-related tax policy. As with the RTA process, the milestone schedule will be guided by the target election date, financing considerations, TABOR applicability, and local code requirements. Kaplan Kirsch recognizes that referring a funding initiative to the ballot is an iterative process shaped by feedback from public engagement and coordination among participating jurisdictions.

In the initial phase, Kaplan Kirsch will collaborate with technical consultants to analyze existing revenues and identify potential funding sources, including sales taxes, the Highway Users Tax Fund, and the federal Highway Trust Fund. As jurisdictions determine whether to negotiate an IGA, pursue a financing measure, or form a regional transportation authority, the work will transition to focus on legal services. The firm's team of experienced attorneys will lead negotiations and prepare all necessary legal instruments, such as IGAs, ordinances, and resolutions, to facilitate governing body approvals and potential ballot referrals.

Task 1 Deliverables

- Prioritized transportation project list with up to three potential funding packages
- Technical memo summarizing D51 Walk-Zones analysis and recommendations
- Planning level cost estimates for all priority projects from Task 1.1 and revenue splits
- (Optional) Negotiations and drafting of an intergovernmental agreement (IGA); legal support and advice for ballot initiative; analysis of taxation revenue

Task 2: Funding Sources

EPS will lead this task leveraging their extensive knowledge of funding options in Colorado.

2.1 Report on Potential Funding Sources

EPS will provide a report that addresses the following, including recommendations:

EXPANDED REVENUE ESTIMATES AND EVALUATION OF POTENTIAL SOURCES

EPS, with Fehr & Peers support, will evaluate potential funding revenues, looking at local, regional, state, and federal funding sources. EPS has developed a comprehensive set of potential revenue tools and will screen these to determine which will have the greatest benefit and traction in Mesa County. At a minimum, we will evaluate sales, property, gas tax, and registration fees. Additionally, EPS will include a broad spectrum of additional options and will test them for relevancy by generating criteria to screen the options. The goal is to categorize the potential sources into three tiers for consideration: highest potential, potential source with caveats, and eliminated options based on constraints and/or limitations. The recommended criteria are listed below:

- **Revenue Yield** – revenue generating capacity of a particular funding source.
 - **Stability/Reliability** – whether the funding source is subject to uncertain fluctuations that can impact the ability to project future revenue with certainty.
 - **Legal Parameters** –the legal limitations/requirements for creating a financing technique.
 - **Ease of Administration** –the ability to implement and administer the finance techniques.
 - **Ability to Mitigate Erosion due to Inflation** – the risk of a revenue source to inflationary pressures.
 - **Per Capita Factors** – the projected revenues relative to the projected population and/or employment base.
- Based on direction from the client team, EPS can provide this analysis in nominal or real dollars.

FINANCIAL MODELING

EPS will construct a financial model that will document the financial performance of the top ranked revenue sources, based on direction from RTPO staff. The model will document the aggregate revenues available to Mesa County and enable sensitivities analysis. For example, using all recommended sources, or selecting a single source (or limited number of sources).

The model will also account for the impact of declining spending power of the various sources. EPS will generate a brief white paper on the impacts of factors such as inflation, improved fuel efficiency, the State of Colorado HUTF allocation criteria, TABOR limitations, etc. Based on this analysis, EPS will use these factors within the model to document the impacts of future revenues.

The model will also quantify how each potential revenue source would compare to the current revenue structure (i.e., the status quo). The model will include a ‘baseline’ set of factors that will reflect current revenues and then compared to the other prospective scenarios.

REGIONAL TRANSPORTATION AUTHORITY EVALUATION

EPS and Fehr & Peers will begin the RTA discussion with a definition of the tool and provide case studies for how it has been formed elsewhere in the state. The work will include a delineation of the pros and cons of the existing RTAs. The analysis will also summarize the challenges that Mesa County faces and will discuss the extent to which RTA would lend itself to solving those problems. EPS will also integrate financial estimates of the revenues authorized within an RTA and the minimum and maximum revenue generation likely to occur. Following this technical work, EPS will document the benefits and challenges of developing an RTA locally and will make a recommendation as to the optimal governing structure.

REVENUE PROJECTIONS RELATIVE TO EXPENDITURE REQUIREMENTS

Based on the outcomes of Task 1, Fehr & Peers will determine the funding required to maintain current levels of transit service and roadway conditions and no-action scenarios of 5, 10, and 15 years. EPS will document the expenditure requirements and provide annual escalation factors that can be varied and tested under different assumptions. EPS can integrate the revenue forecasts with the expenditure projections to develop a fiscally balanced model. The model will be a tool that can be used to test different assumptions and reconcile differences.

2.2 RTA Development (*Optional*)

This task is scoped assuming we would lead the RTPO through a full RTA Development process that would typically take 15 months. Leveraging WR Communications and Kaplan Kirsh's recent experience leading successful RTA development efforts in Eagle County and the Yampa Valley with support from Fehr & Peers, this task would involve the entire team.

Formation of a regional transportation authority (RTA) is a complex, statute-driven process requiring clear coordination among partner jurisdictions and strong community engagement to ensure success, particularly when taxes or bonding are proposed. Early priorities include defining governance structures, cost-sharing, decision-making, and communication frameworks. Equally important is inclusive stakeholder engagement with employers, businesses, nonprofits, and residents to build understanding and support through steady outreach and education.

WR Communications will manage and facilitate the RTA formation process, including project management, committee coordination, stakeholder engagement, and community outreach. The team will oversee the Formation Committee of elected officials, the Technical Committee of transportation and business experts, and the Stakeholder Committee representing community interests. WR will also lead communications, public meetings, voter research, and media relations, and advise on political strategy and ballot development. Kaplan Kirsch will provide all legal support such as preparing the intergovernmental agreement, election materials, and ballot questions, and ensuring TABOR compliance. The firm's proven templates and understanding of local processes will help maintain efficiency and schedule alignment. Following a successful election, Kaplan Kirsch will guide the establishment of the new RTA, including board appointments, bylaws, operational policies, and compliance with state requirements to ensure a smooth and effective transition.

The RTA development schedule will be driven by the target election date, whether general or special election, financing and TABOR applicability, and the meeting cadence and code requirements of the participating local jurisdictions. However, based on other recent RTA formation efforts, a 15-month schedule can be expected from start to finish, including standing up the new RTA after success at the ballot box.

Task 2 Deliverables

- Brief white paper on the impacts of external factors to funding
- Draft and Final Report on Potential Funding Sources and Recommendations for the RTPO
- (Optional) – RTA development support, including legal and administrative support

Task 3: Community Engagement

Fehr & Peers will lead community engagement with support from WR-Communications who will lead polling. Our team has successfully led community engagement for numerous similar transportation plans across the state and in Mesa County and will leverage our relationships to help foster communication and consensus. We will communicate the transportation challenges and potential solutions in a manner that is understandable and relatable to the public.

3.1 Impact Report

Fehr & Peers will develop a graphic-rich, yet concise public-facing document to highlight the benefits of transportation investments relative to community values. We will draw on our expertise developing metrics for similar projects, including local and national data-driven research, and compile the information into a digestible format that can be shared with the public (see the [Core Transit 10-Year Plan](#) for a recent example of a public facing document Fehr & Peers authored).

We have found that while data and numbers are compelling and important (particularly to the business community), equally important to connecting with residents is messaging at a personal level. We will leverage our company-wide Creative Studio group to develop messaging ideas that are relatable to everyone's day-to-day experience living and traveling around Mesa County.

3.2 Public Materials

Fehr & Peers will host a project website and will leverage our in-house Creative Studio group of experts to prepare all flyers, boards, slide decks, electronic communication, and other outreach material to communicate the project goals and progress and solicit input from the public. We assume two major promotional events, the first to communicate the project and assist with the first round of polling, and the second to promote the outcomes and findings. We are prepared to translate all outreach materials in Spanish as well.

3.3 Public Polling

We believe that the foundation of a successful community-engagement and potential ballot question is public-opinion research. This helps guide messaging, policy priorities, funding options, outreach, and, most importantly, the ballot question(s).

WR Communications will lead this task and recommends a statistically based survey that would seek respondents based on a countywide resident profile or a likely voter profile. The survey would reflect demographics including age, gender, party, and geography. The statistical survey utilizes live phone calls primarily to mobile phones and online invites sent through texts and emails. All responses are matched to the voter file to verify the demographics of the respondents.

In addition to the statistically based survey, WR Communications can host online versions in English and Spanish to provide additional opportunities for community members to respond. The online surveys can be promoted through county outreach/communications, social media and community partners. The data sets from the online survey can be overlayed with the statistical survey to enhance the analysis and recommendations. Our proposed budget includes one round of public polling, assuming 25 questions and 400 responses, but this can be scaled based on the table below. If the county intends to move forward with a ballot measure, WR Communication would recommend a second round of polling.

Up to...	300 responses	400 responses
25 questions	\$18,500	\$23,500
30 questions	\$20,500	\$26,500
35 questions	\$22,500	\$30,500

** Typically includes 6 to 8 demographic questions: Age, gender, income, race, education*

3.4 Analyze & Present Findings

Upon completion of the surveys, WR Communications, with support from Fehr & Peers will develop a detailed analysis of the data points and conduct presentations/discussions about the survey data.

Task 3 Deliverables

- Draft and Final Public Facing Transportation Impact Report
- Outreach materials and website hosting
- One round of public polling (with option for more) and slide presentation summary of findings

Task 4: Consensus Building with a Stakeholder Committee

Fehr & Peers will lead this task with support from WR Communications with the primary goal being to reach a consensus on a funding strategy and ballot initiative for the RTPD to pursue.

4.1 Stakeholder Committee

Fehr & Peers will facilitate in-person and virtual stakeholder committee meetings at key milestones in the project to provide guidance and decision-making. We will leverage our expertise leading similar groups as part of recent projects in Mesa County (including the Grand Junction Pedestrian & Bicycle Plan and TEDS Manual Update, and Regional Transportation Plan) as well as similar transportation funding efforts Fehr & Peers has led or supported in the Yampa Valley, Eagle Valley, and Fort Collins.

We have budgeted three Stakeholder Committee meetings during the project at the following key milestones, including two in-person. We can work with the County to modify the number of meetings to best fit the project budget and be most effective in arriving at a successful outcome:

1. **Kick-Off** – Review scope/schedule, solicit input on goals and review potential projects
2. **Funding Options, Draft Projects, and Polling Questions** – Review and narrow the draft findings of Task 2 (Funding Sources), final project list, and review draft polling questions
3. **Polling Results & Draft Recommendations** – Review the polling results, solicit input on potential draft funding strategy and ballot initiative option

Task 4 Deliverables

- Facilitation of up to three Stakeholder Committee meetings, including two in-person (with the option of more or fewer meetings as needed)

Task 5: Legal Counsel

Kaplan Kirsh is a leading expert in Colorado in providing counsel on infrastructure funding mechanisms and will lead this task.

5.1 Legal Counsel

Kaplan Kirsch advises home rule and statutory municipalities, city and town councils, and public boards on governance, policy, and complex project matters. The firm drafts ordinances, resolutions, and regulatory frameworks on issues such as tax policy, affordable housing, short-term rentals, and renewable energy. It has deep expertise in Colorado Open Records and Open Meetings laws, executive sessions, home rule charters, municipal finance, land use, TABOR, and other quasi-judicial and legislative matters.

Kaplan Kirsch also provides strategic counsel on financing mechanisms for transportation and infrastructure projects, including the creation and management of financing districts, impact fees, and federal credit programs such as TIFIA, RRIF, and PABs. The firm can assist with evaluating project eligibility, negotiating loan and bond agreements, and ensuring compliance and accountability in the use of public funds. Additionally, Kaplan Kirsch regularly supports clients in developing and managing federal grant programs, overseeing funding agreements, monitoring performance, and resolving compliance or funding issues.

5.2 Schedule & Deadlines

ELECTION TIMELINE FOR TAX INCREASE OR FORMATION OF ANOTHER FINANCING AUTHORITY

Kaplan Kirsch works frequently on election issues with Fehr & Peers and will provide guidance on timeline for getting a ballot initiative for the 2026 election or later year. The milestone schedule will be driven by the target election date, whether general or special election, financing and TABOR applicability, and the meeting cadence and code requirements of the participating local jurisdictions

Task 5 Deliverables

- Up to 50 hours of legal counsel to advise on the funding option as it pertains to Colorado and Federal laws
- Legal guidance on the timeline and milestones needed to get a ballot initiative

Task 6 Project Management and Coordination

Fehr & Peers has been successfully working with communities to improve transportation since 1985. Key to this success is strong project management. Patrick Picard will serve as Project Manager for the consultant team. He will be supported by Jason Miller as Principal-in-Charge, who will participate throughout the project. Together, their goal will be to coordinate an efficient process that results in actionable safety recommendations and timely and thorough deliverables within the project budget.

6.1 Kick-Off Meeting

Fehr & Peers has coordinated complex, yearlong planning efforts for many communities, and we understand the importance of planning for and executing a project in an organized and inclusive manner. Fehr & Peers will host a virtual kick-off meeting with the Project Management Team to review the scope and schedule, understand project goals, discuss an outreach plan, and set a recurring meeting schedule.

6.2 Project Manager Coordination Meetings

Following the kick-off we anticipate bi-weekly virtual meetings (or more as needed) between the consultant project manager, Patrick Picard, and the RTPO project manager to communicate progress, coordinate schedule, review draft material and foster close collaboration between the RTPO and Fehr & Peers. We will also maintain an open line of communication for impromptu emails and phone calls to ensure the project stays on track. As project manager and single point of contact with the RTPO, Patrick will coordinate Fehr & Peers staff and manage our subconsultants, EPS, WR Communications, and Kaplan Kirsh, throughout the process.

6.3 Project Management Team Progress Meetings

We anticipate monthly virtual Project Management Team (PMT) meetings with RTPO staff and the consultant team to coordinate on major project milestones, schedule, and deliverables. These meetings could occasionally replace that week's project manager coordination meetings or adjusted to be more or less frequent depending on project needs. Staff/consultant attendance can be adjusted depending on the agenda for the meeting.

6.4 Project Management Oversight

Fehr & Peers will provide project management oversight, including a detailed project schedule, meeting agendas/notes, and file sharing. Monthly invoices and project reports will be submitted.

6.5 Final Report & Presentation

Fehr & Peers will prepare a draft report summarizing the analysis, findings, and recommendations of the Financial Study. Following two rounds of review, one by RTPO staff, and another by the Stakeholder Committee, Fehr & Peers will prepare a final report and deliver an in-person presentation to a group of elected officials.

Task 6 Deliverables

- Bi-weekly meetings with the project manager, including an agenda and notes
- Kick-off and monthly PMT meetings including agendas, materials, and notes
- Monthly invoices with progress reports
- Two Draft Reports & one Final Report
- In-person final presentation to elected officials

Schedule Updated December 2, 2025

Fehr & Peers proposes to complete the base scope of services over 10 months. Assuming a start date in early November (and acknowledging all the components that would need to align) this schedule could allow the county to potentially get a funding initiative on the ballot in 2026. If desired we can work with the County to modify interim deliverables as needed to meet the ballot timeline requirements. The optional tasks are not included in this schedule. Based on recent experiences leading RTA development the timeline for Optional Tasks 1.6 and 2.2 are estimated to take 15 months to complete given the steps involved.

Mesa County Transportation Financial Study Proposed Project Schedule										
Task	2025		2026							
	November	December	January	February	March	April	May	June	July	August
Task 1: Initiative Development										
Task 1.1: Project Selection										
Task 1.2: D51 Walk-Zones										
Task 1.3: Cost Estimates										
Task 1.4: Revenue Split										
Task 2: Funding Source(s)										
Task 2.1: Report on Potential Funding Sources										
Task 3: Community Engagement										
Task 3.1: Impact Report:										
Task 3.2: Public Materials										
Task 3.3: Public Polling										
Task 3.4: Analyze and Present Findings										
Task 4: Consensus Building with a Stakeholder Committee										
Task 4.1: Stakeholder Committee										
Task 5: Legal Counsel										
Task 5.1: Legal Counsel										
Task 5.2: Schedule and Deadlines										
Task 6: Project Management and Coordination										
Task 6.1: Kick-Off Meeting										
Task 6.2: Project manager coordination meetings										
Task 6.3: Project Management Team progress meetings										
Task 6.4: Provide Project Management Oversight										
Task 6.5: Final Report and Presentation										

Pricing

Updated November 19, 2025

Fehr & Peers proposes to complete the base scope of services in the RFP for \$264,090. If the optional tasks are selected the fee would increase according to the following pricing table. The proposed base price assumes the following reimbursables: \$4,350 for travel for team members for two in-person stakeholder committee meetings plus a final presentation to elected officials, \$500 for website hosting, and \$23,500 for one round of polling assuming 25 questions and 400 responses. The base fee also assumes up to 50 hours of legal counsel for Task 5, which can be increased or decreased given the legal counsel needs for the project may shift. The proposed scope and fee were developed to match the requests in the RFP and based on our recommendation for how to best meet the County's goals. Fehr & Peers is open to adjusting elements, such as the number of polling questions/rounds, number and location of meetings, or other details of the scope to match the County's budget and expectations.

	Fehr & Peers (Prime)								EPS			WR Communication	Kaplan Kirsh		Total Task Hours	Total Task Fee
	Project Manager Patrick Picard, Sr. Associate	Principal-in-Charge Jason Miller, Principal	Lead Planner Mikhail Kammer, Sr. Planner I	Planning Support Kelsey Lindquist, Planner III	Outreach Lead Sydney Provan, Sr. Planner III	Outreach Support Anna Henderson, Planner II	Cost Estimates Maggie Ostwald, Engineer III	Admin Zoe Rashid, Project Coordinator	Andrew Knudsen, Managing Principal	Rachel Shindman, Vice President	Christian Carroll, Associate	Bill Ray	Partner	Associate		
Hourly Rate	\$265	\$315	\$180	\$170	\$205	\$150	\$170	\$140	\$280	\$215	\$160	\$250	\$495	\$395		
Task 1: Initiative Development	24	8	34	56	0	0	24	0	0	0	0	0	275	159	580	\$227,530.00
Task 1.1: Project Selection	8	2	16	16	0	0	0	0	0	0	0	0	0	0	42	\$8,350.00
Task 1.2: D51 Walk-Zones	8	2	8	24	0	0	0	0	0	0	0	0	0	0	42	\$8,270.00
Task 1.3: Cost Estimates	4	2	2	8	0	0	24	0	0	0	0	0	0	0	40	\$7,490.00
Task 1.4: Revenue Split	4	2	8	8	0	0	0	0	0	0	0	0	0	0	22	\$4,490.00
Task 1.5: Public Polling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Optional Line Item Task 1.6: ISA Development	0	0	0	0	0	0	0	0	0	0	0	0	275	159	434	\$198,930.00
Task 2: Funding Source(s)	60	13	65	24	8	18	0	18	32	72	98	280	275	159	1125	\$352,225.00
Task 2.1: Report on Potential Funding Sources	4	1	4	8	0	0	0	0	32	72	98	0	0	0	219	\$43,575.00
Optional Line Item Task 2.2: RTA Development	56	12	64	16	8	18	0	18	0	0	0	280	275	159	906	\$308,650.00
Task 3: Community Engagement	24	7	24	16	16	58	0	0	0	0	8	20	0	0	165	\$32,585.00
Task 3.1: Impact Report	8	2	8	8	8	24	0	0	0	0	0	0	0	0	58	\$10,790.00
Task 3.2: Public Materials	8	2	8	8	4	32	0	0	0	0	0	0	0	0	62	\$11,170.00
Task 3.3: Public Polling	4	1	4	0	2	0	0	0	0	0	0	10	0	0	21	\$5,005.00
Task 3.4: Analyze and Present Findings	4	2	4	0	2	2	0	0	0	0	0	10	0	0	24	\$5,620.00
Task 4: Consensus Building with a Stakeholder Committee																
Task 4.1: Stakeholder Committee	44	12	32	4	4	8	0	0	12	0	12	12	0	0	140	\$32,180.00
Task 5: Legal Counsel	0	0	0	0	0	0	0	0	0	0	0	0	40	10	50	\$23,750.00
Task 5.1: Legal Counsel	0	0	0	0	0	0	0	0	0	0	0	0	32	8	40	\$19,000.00
Task 5.2: Schedule and Deadlines	0	0	0	0	0	0	0	0	0	0	0	0	8	2	10	\$4,750.00
Task 6: Project Management and Coordination	122	12	98	24	6	16	0	16	18	2	48	12	0	0	344	\$75,050.00
Task 6.1: Kick-Off Meeting	8	2	2	0	0	0	0	0	2	2	2	0	0	0	18	\$4,420.00
Task 6.2: Project manager coordination meetings	24	0	0	0	0	0	0	0	0	0	0	0	0	0	24	\$6,360.00
Task 6.3: Project Management Team progress meeting	18	6	18	0	4	0	0	0	12	0	12	12	0	0	82	\$19,000.00
Task 6.4: Provide Project Management Oversight	32	0	18	0	0	0	0	16	0	0	0	0	0	0	66	\$13,960.00
Task 6.5: Final Report and Presentation	40	4	60	24	2	16	0	0	4	0	4	0	0	0	154	\$31,310.00
Total Staff Hours with Options	274	52	256	124	34	100	24	34	62	74	166	324	590	328	2404	\$743,820.00
Travel and Reimbursable Costs	\$2,250.00	\$300.00	\$300.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$750.00	\$0.00	\$750.00	\$23,500.00	\$0.00	\$0.00	NA	\$28,350.00
Total Cost with Options	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$772,170.00
Total Cost without Options	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$264,090.00



FEHR&PE-01

MICHAELA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2025

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

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

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME:		
	PHONE (A/C, No, Ext): (925) 416-7862	FAX (A/C, No): (925) 416-7869	
INSURED Fehr & Peers 100 Pringle Avenue, Suite 600 Walnut Creek, CA 94596	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : RLI Insurance Company		13056
	INSURER B : Sentinel Insurance Company, Ltd		11000
	INSURER C : Travelers Casualty and Surety Company of America		31194
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0006683	12/6/2024	12/6/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002276	12/6/2024	12/6/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			PSE0002889	12/6/2024	12/6/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		57WEGZJ1989	5/1/2025	5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			108172265	12/6/2024	12/6/2025	Per Claim 5,000,000
C	Professional Liab.			108172265	12/6/2024	12/6/2025	Aggregate 5,000,000


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

EVIDENCE OF COVERAGE

All Operations of the Named Insured, including the aforementioned project, if any.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE CERTIFICATE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

SECTION 7: SOLICITATION RESPONSE FORM

Offeror shall return all pages of this sections Form

RFP-2528-SH

The Owner reserves the right to accept any portion of the services to be performed at its discretion.

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by Mesa County are exempt from sales or use tax. Colorado Tax exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the quoted prices.

RECEIPT OF ADDENDA: the undersigned Offeror acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

State number of Addenda received: 2.

Requirements for Proposal Package- see Section 5 for details:

- ☒ Cover Letter
- ☒ Organizational Background
- ☒ Technical and Personnel Expertise
- ☒ References
- ☒ Strategy and Implementation Plan
- ☒ Price Schedule Attachment

☒ Insurance Attestation

- As applicable:

☐ Exceptions/Substitutions

☐ Confidential Material versions

Pricing Format

Updated November 19, 2025

Item Number	Description	Price
1	Task 1	\$28,600
2	Task 2	\$43,575
3	Task 3	\$56,585
4	Task 4	\$35,750
5	Task 5	\$23,750
6	Task 6	\$75,800
Option 1	Task 1.6 Option Line Item	\$198,930
Option 2	Task 2.2 Options Line Item	\$308,650
Total		\$771,670

Fehr & Peers

Offeror/Company Name



Authorized Agent Signature

100 Pringle Avenue, Suite 600

Address of Offeror

Walnut Creek, CA 94596

City, State, and Zip Code

Chris Mitchell, President & CEO

Authorized Agent Name & Title

925-930-7100

Phone Number of Agent

c.mitchell@fehrrandpeers.com

E-mail Address of Agent

10/15/2025

Date

Transportation Financial Study

Appendix A.





Patrick Picard, AICP, RSP1

Senior Associate | Project Manager

About

Patrick is a Senior Associate at Fehr & Peers with 14 years of experience in multimodal transportation planning across the western U.S. He combines technical expertise with strong communication skills to deliver accessible, data-driven recommendations. Patrick's experience includes a diversity of projects ranging from multimodal corridor level analysis, vision zero/crash analysis, bicycle and pedestrian planning, transit planning, traffic analysis, travel pattern studies, Big Data collection/analysis and community transportation master plans. Patrick has successfully managed several high-profile transportation plans in Mesa County.

Relevant Project Experience

Core Transit 10-Year Transit Development & Capital Plan (Eagle County, CO)

Patrick managed a team of consultants to develop the inaugural 10-Year Transit Development and Capital Plan for a newly formed Regional Transportation Authority in Eagle County, CO. The plan included robust public engagement across multiple jurisdictions, a travel market analysis, and service alternatives development. The final deliverable included a service development plan, capital improvement plan, operating financial plan, and implementation and phasing plan.

Fort Collins Transit Funding and Fare Free Study (Fort Collins, CO)

Patrick was lead planner on a full financial analysis of current and future transit funding needs and analysis of the impact of converting Transfort to fare-free. The study provided a comprehensive analysis of current and future operating and capital needs to achieve the 2040 Transit Master Plan vision, along with a detailed review of potential new revenue sources and funding mechanisms.

Grand Junction Pedestrian & Bicycle Plan and Transportation Engineering Design Standards Update (Grand Junction, CO)

Patrick managed this project to develop Grand Junction's first citywide Pedestrian & Bicycle Plan and update to their Transportation Engineering Design Standards (TEDS) Manual. Patrick led a robust community outreach process to inform the plan elements, including a dozen focus groups, walk and bike audits, multiple technical and stakeholder meetings, outreach events, and city council meetings.

North Avenue Enhanced Transit Corridor Study (Mesa County, CO)

Patrick managed this multimodal corridor study of North Avenue to provide preliminary design for a multi-use trail and a prioritized list of corridor projects to improve transit, bicycle, and pedestrian safety and mobility. Patrick led public and stakeholder outreach, including facilitating a multijurisdictional technical team to agree on a prioritized project list and future corridor design. The project received the 2023 ITE Mountain District Transportation Achievement Award for Planning.

Grand Valley 2045 Regional Transportation Plan (Mesa County, CO)

Patrick led development of the Coordinated Transit and Human Services Transportation Plan as part of the larger Regional Transportation Plan. He coordinated regularly with MPO staff, the area mobility manager, GVT staff, and many human services providers in the region.

Education

Master of Urban and Regional Planning, University of Colorado Denver, 2011

Bachelor of Arts, Geology, The Colorado College, 2004

Registrations

American Institute of Certified Planners (AICP) (No. 026747)

Road Safety Professional 1 (RSP1) (No. 615)

Affiliations

American Planning Association (APA), Colorado Chapter and Transportation Planning Division

Presentations

Post-Pandemic Changes in the Economy, Housing, & Transportation you CAN Plan For – APA Colorado State Conference (2023)

Planning for the Future of Transit in Colorado – APA Colorado State Conference (2019)

Planning Today for Tomorrow: The Reality of Autonomous Vehicles – Commuting Solutions Sustainable Transportation Summit (2018)



Jason Miller

Principal | Principal-in-Charge

About

Jason is a transportation expert with 20 years of experience in planning and implementing multimodal and transit solutions. His work spans transit system service plans and redesigns, microtransit, TNC partnerships, BRT corridors, first/last mile planning, smart infrastructure, and integrated bike/pedestrian systems. A former regional transportation authority director, Jason is passionate about creating implementable, community-focused transportation plans. He's a strategic thinker and skilled collaborator who builds consensus and delivers results.

Relevant Project Experience

Transfort Financial Plan, Fare Free Study, Reimagined Transit System Optimization Study, and Mobility Hub Plan (Fort Collins, CO)

As Project Manager, Jason has led multiple transit planning efforts for Transfort over the past three years including a full financial analysis of current and future funding needs, an analysis of the impact of going fare free, the development of a new vision for the future of transit services, and a citywide mobility hub strategy. These projects establish a 5–10-year plan for efficient and ridership-focused transit services that included collaborative visioning, tailored service planning, and financial analysis.

Yampa Valley RTA Formation Study and Ballot Initiative (Denver, CO)

Jason led a multi-agency effort to create a regional transportation authority (RTA) as an optimal way to plan, finance, implement, and operate a regional transportation system for three clients: City of Steamboat Springs, City of Craig, and Routt County. Jason developed cost scenarios for a package of RTA projects that was matched to sales tax revenue scenarios. Through a follow-on project, Jason supported planning activities to ready the communities for a ballot initiative.

West 38th Avenue Corridor Vision (Denver, CO)

Jason led this study to determine a community-led vision focused on solutions to create more mobility choices, reduce fatal and severe injury crashes, make the corridor more sustainable, utilize targeted BRT strategies to enhance transit, and align with previous planning efforts and community input. This new vision balances needs within a constrained corridor and defines capital costs.

North Federal Community Transportation Plan (Adams County/Westminster, CO)

As Project Manager, Jason led the development of new mobility options for the North Federal corridor that could enhance mobility and access to services for those who need it most. Jason helped deliver locally supported recommendations to guide mobility investments and support a microtransit pilot project.

Greeley Multimodal Mobility Plan (Greeley, CO)

As Principal, Jason led Fehr & Peers' support for this study, guiding a collaborative engagement process to shape Greeley's transportation future. Jason helped deliver data-driven, locally supported recommendations and performance measures to guide long-term mobility investments.

Education

Bachelor of Science: Electrical Engineering, University of Colorado, Boulder, CO

Affiliations

American Planning Association – Colorado

Community Transportation Association of America

League of American Bicyclists – Certified Instructor and Member

Presentations

Fixed Route Optimization to Deliver Results – CASTA Fall Conference (2025)

How RTAs Function to Yield Results – CASTA Spring Conference (2025)

From Plan to New Service: a Case Study in Implementation – CASTA Fall Conference (2024)

A Panel Discussion with Transit Leaders, Challenges and Opportunities – APA Conference (2023)



Mikhail Kaminer

Senior Transportation Planner

About

Mikhail Kaminer is a transportation planner with the mission to expand community access through widespread multimodal transportation options. His passion for accessible and liberating transportation stems from an appreciation for the different transportation modes and transit systems he has experienced throughout the world and at home in the Denver metropolitan area. He particularly enjoys using data and mapping to analytically understand the needs of unique communities. Mikhail's experience ranges from local to regional scales in transportation solutions, giving him the ability to think about the various ways decisions at different scales will impact communities at the human level.

Education

Master of Urban and Regional Planning, University of Colorado Denver, 2022

Bachelor of Geography: Urban Planning and Studies, University of Colorado Denver, 2020.
Minor: Spanish Language.

Expertise

- Transit Planning
- Multimodal Alternatives Analysis
- Implementation Planning
- GIS Mapping and Analysis
- Graphic Design
- Data Science
- Spanish and Russian (Written and Verbal)

Relevant Project Experience

GVRTA Operating and Capital Plan (Gunnison Valley, CO)

Fehr & Peers supported the Gunnison Valley Regional Transportation Authority (GVRTA) in crafting its strategic operating and capital plan specific to its commuter bus service, which is a regional service connecting communities along Highway 135. Mikhail was the project manager. The project included a demographic review, public outreach, prioritization of service expansion projects, route optimization, and a transit facility analysis. A key part of the project prioritization was matching project cost estimates and funding sources. As a result of the plan, GVRTA now has a set of implementable actions for the next five years to sustain its current growth and enhance the rider experience.

Vail Transit Route Optimization Plan (Vail, CO)

Fehr & Peers supported the Town of Vail led the Town of Vail Transit Route Optimization Plan to adjust the current system and account for new housing developments and paid parking policies. As lead planner, Mikhail's work included a detailed route reliability analysis which informed opportunities for efficiencies in the system. Mikhail also helped estimate costs for three different service scenarios with different funding levels, which was both an exercise of service tradeoffs and finding system efficiencies that could then pay for service improvements.

CPW Local Access Funding Study (Colorado State Parks)

Fehr & Peers supported Colorado Parks and Wildlife through a Local Access Funding Study which responded to Colorado Senate Bill 23-059 to detail the local infrastructure and services used by visitors to access state parks and to provide appropriate funding mechanisms to support, maintain, and improve access routes. As lead travel pattern analyst, Mikhail performed the analysis of Azira data (mobile device data) to generalize home locations by county for all state parks. For six state parks, the mobile device data was also used to further understand whether people utilized park roads to access the park or to passthrough the park, the distribution of trips between the various park access roads, and the trip origin location on the day of the park visit. The conclusions of these analyses informed recommendations for whether each county should apply for state funds to cover maintenance costs of park access roads.



Sydney Provan, AICP

Senior Transportation Planner

About

Sydney Provan is a Senior Transportation Planner in Fehr & Peers' Denver office with expertise in community engagement. Sydney has worked on a wide variety of transportation projects encompassing all modes of transportation and ranging in scale from multimodal corridor plans to citywide transportation plans. She is enthusiastic about using her skills in data analysis, community engagement, and visual communications to improve transportation access in the communities she works in. Sydney's approach to community engagement is to provide a variety of ways for community members to participate no matter the time they have or background on the subject matter. Sydney ensures a project's information and outreach tools are accessible, intuitive, and ideally fun for the community to have their voice heard.

Relevant Project Experience

Lake County Transit Development Support (Lake County, CO)

Since 2021, Sydney has supported Lake County in developing a new local transit service. Development of this transit route was founded on high-touch community engagement through focus groups, a community survey, and attendance at local events. Following the initial study, Sydney continued to support Lake County in successfully applying for CDOT's MMOF grant and developing an RFP to procure a private operator. Sydney also assisted the county in forecasting future operating costs and potential alternative funding scenarios. The service began operations in October 2024.

Denver Moves: Bikes Update (Denver, CO)

Sydney is currently the project manager for the recent update of the City of Denver's vision bike network, *Denver Moves: Bikes*. Sydney combined her expertise in community engagement and spatial analysis to develop a process that integrated a data driven approach with community collaboration. The community outreach approach for this project blended interactive websites and online maps with targeted on-the-ground outreach to connect with hard to reach communities. The team hired local community members to attend local events to talk about the project and gather feedback which was vital in refining the recommended bike network.

Safe Routes to Schools Travel Plans (Denver, CO)

Since 2019 Sydney has supported the City of Denver's Safe Routes to Schools program with community outreach and travel plan development. Sydney has completed nine school travel plans in total. These travel plans combine community input and data analysis in order to develop infrastructure and programming recommendations to improve safety and comfort for students and families traveling to and from school. Outreach for this project has needed to be multifaceted and nimble to adjust to the unique context of each school community. Strategies have included attending PTA meetings, school social events, online surveys, and interviewing school staff. Many recommendations from these plans have already been implemented across Denver and in 2021 Fehr & Peers helped the city successfully apply for a CDOT implementation grant.

Education

Master of Urban and Regional Planning, University of Colorado, Denver, 2019

Bachelor of Arts, Philosophy, Colorado College, Colorado Springs, 2014

Registrations

American Institute of Certified Planners
(Certification #: 35748)

Affiliations

American Planning Association (APA)

Expertise

Public Engagement

Data Analysis and Visualization

GIS Mapping and Spatial Analysis

Multimodal Transportation Planning

Safety Planning



Kelsey Lindquist

Transportation Planner |

About

Kelsey Lindquist is a Transportation Planner in the Denver office who is passionate about improving quality of life through the transportation network, reducing carbon emissions, encouraging active transportation, and reducing the reliance on single occupancy vehicles. She has worked on a variety of transportation projects throughout Colorado ranging in scale from analyzing and drafting a service plan for West Denver Microtransit to exploring the feasibility of a Regional Transportation Authority in the Yampa Valley.

Education

Master of Urban and Regional Planning, University of Colorado Denver, 2022

Bachelor of Science and Arts, Finance & Spanish, University of Denver, 2018

Expertise

- Microtransit Planning
- Multi-Modal Transportation Planning
- Transit Planning
- GIS Mapping and Spatial Analysis
- Data Analysis
- Safe Routes to School Planning

Relevant Project Experience

West Denver Microtransit Plan (Denver, CO)

After the successful implementation of the Globeville & Elyria-Swansea and Montbello microtransit pilots, DOTI wanted to introduce a microtransit service in West Denver. As the lead planner on the project, Kelsey regularly met and collaborated with the client to develop service alternatives. Shortly after the project was completed, the microtransit service was operational using the recommended service area.

East Colfax BRT Final Design (Denver, CO)

As a part of the Colfax BRT project, the curbside uses needed to be reevaluated to work with the new BRT stations. In collaboration with DOTI staff, Kelsey analyzed the existing parking regulations and occupancy around Colfax Avenue to recommend new parking regulations for when the Colfax BRT is operating.



Maggie Ostwald, EIT

Transportation Engineer | Planner

About

Maggie is a transportation engineer with a drive to build safer transportation networks that foster strong, accessible communities. Her experience in roadway design enables her to develop concise, practical solutions for planning projects. Maggie's project work demonstrates her knack for bridging the gap between long-range planning and effective implementation of engineered designs. Ranging in scale from temporary traffic control at individual intersections to a twelve-million-dollar interchange, her cost estimating experience eases the funding procurement process and construction delivery.

Relevant Project Experience

Nederland Multimodal Transportation Plan (Nederland, CO)

Fehr & Peers developed the community's first multimodal transportation plan which thoughtfully built on previous and regional plans to create comfortable roads and trails for walking and biking, regional transit and shuttle opportunities, programmatic strategies, and forward-thinking policies. Maggie completed Synchro analysis and concept designs for redesigning four intersections involving roundabout improvements to align with CDOT standards and add pedestrian infrastructure, crosswalks, turn lanes, and other intersection improvements.

Holly Street Traffic Calming (Denver, CO)

Fehr & Peers partnered with City & County of Denver Council Office (District 5) and the Department of Transportation & Infrastructure to perform various traffic calming studies throughout the city. The Holly Street study understood community traffic concerns, collected data to better understand issues, and developed conceptual designs for low-cost recommendations that the city can build primarily as DOTI work orders. Maggie completed the analysis and crafted corridor-wide and location-specific recommendations and associated costs for school zone improvements, speed limit setting, curb extensions, marked crosswalks, pedestrian signals, and other traffic calming improvements.

Spokane Hillyard Area Plan (Spokane, WA)

Fehr & Peers led the transportation component of a comprehensive subarea plan for the Hillyard neighborhood in Spokane, WA, focused on supporting equitable redevelopment and multimodal access. The project involved an analysis of existing transportation conditions and development and evaluation of multimodal alternatives using defined criteria to support land use and economic development goals. Maggie developed preliminary construction cost estimates for infrastructure project recommendations.

Education

Bachelor of Science, Civil Engineering, Worcester Polytechnic Institute, 2021

Bachelor of Arts, Environmental & Sustainability Studies, Worcester Polytechnic Institute, 2021

Registrations

Engineer in Training (EIT), New York State #095392

Expertise

Geometric Roadway Design

Signing and Striping

Construction Traffic Design

ADA Design

Traffic Calming

Cost Estimating

Cost-Benefit Analysis

CAD Modeling and Drafting

GIS Mapping and Analysis

Safety Auditing

Transit Planning

Multi-Modal Planning

Construction Specifications



Anna Henderson

Transportation Planner II

About

Anna is an urban planner and designer based in Denver with a background in policy, planning, and design. She is passionate about creating low-carbon, equitable communities by advancing multi-modal transportation networks that serve all users. A strong advocate for inclusive planning, Anna prioritizes community outreach and stakeholder engagement to ensure transportation solutions are responsive to local needs. She is currently working on projects ranging from long-range regional transit plans to local mobility hub design typologies. Anna brings a well-rounded skill set in analysis, design, and project management, with a focus on collaboration and people-centered outcomes.

Education

Master of Urban Design,
University of Colorado Denver,
2024

Master of Urban Planning &
Design, University of Colorado
Denver, 2024

Bachelor of Arts, Public Policy,
University of North Carolina
Chapel Hill, 2017

Expertise

- Community Outreach
- Adobe Creative Suite
- Report Design
- Research & Writing
- GIS Analytics
- Project Management
- Transit Planning

Relevant Project Experience

Core Transit 10-Year Transit Development & Capital Plan (Eagle County, CO)

Fehr & Peers is leading a team of consultants to develop a ten-year vision for enhancing and improving transit services throughout Eagle County. Anna supported robust, cross-jurisdictional public and stakeholder engagement, developed compelling graphics to clearly communicate complex transit concepts, and summarized outreach results into digestible takeaways for stakeholders. The community outreach effort reached over a thousand Eagle County residents through surveys, intercept events, focus groups, committees, and events.

Transit Optimization Plan & Mobility Hub Design (Fort Collins, CO)

As lead planner, Anna is supporting a short-term, implementable Transit Optimization Plan for the City of Fort Collins. In parallel, Fehr & Peers is also leading the development of a citywide mobility hub strategy. Anna is serving as planner across both efforts to ensure a coordinated community engagement process. Outreach efforts include online surveys, intercept events, and open houses at the transit center.

Longmont Transportation Mobility Plan (Longmont, CO)

Fehr & Peers supported the City of Longmont in developing the 2025 Transportation Mobility Plan (TMP), a major update aimed at creating a safe, connected, and sustainable transportation system for all. Community engagement played a key role in shaping the plan. Anna supported outreach efforts by attending public events—including an open house—and providing graphic materials that helped make information accessible and engaging for a wide audience.

Gunnison Valley RTA – Enhanced Bus Stop Design (Gunnison, CO)

Anna supported the site design and concept development for a proposed transit facility on Highway 50. She and the team developed design alternatives that balanced bus operations, passenger comfort, and accessibility. Each concept included strategic placement of amenities, pedestrian access improvements, and bus maneuverability enhancements.



Andrew Knudtsen, CCIM

Managing Principal

Education

Bachelors of Environmental Design, Summa Cum Laude
University of Colorado

Employment History

24 Years with EPS

30 Years Experience

Affiliations

CCIM – Certified Commercial Investment Manager; Certificate No.: 18731

ULI – Member of the Explorers Committee

State of Colorado Governor's Blue Ribbon Affordable Housing Panel

Publications

"Urban-Suburbia", Urban Land, October 2008.

Speaking Engagements

Mpact "Feasibility Evaluation of Joint Venture Development" Vancouver, BC

Mpact "Value Capture for the Rest of US" Seattle, WA

Appraisal Institute "Transit Oriented Development: Value Capture and Market Positioning" San Diego, CA

Urban Land Institute "Quantifying Sustainability" Washington, D.C.

Sonoran Institute Summit "Real Estate Premiums and Sustainable Development Trends" Bozeman, MT

% Availability

20%



Economic & Planning Systems, Inc.

The Economics of Land Use

www.epsys.com

Andrew Knudtsen, CCIM, is a planner and economist and draws from nearly 30 years of consulting experience to help communities ground their land use, transportation, and economic decision-making. His work includes financing and implementation strategies for transportation networks for regions or for individual municipalities. He is able to evaluate funding options relative to project priorities and develop balanced implementation strategies. His work has enabled communities to develop new funding sources for transportation projects often leveraging federal funds with locally generated matching dollars. Andrew presents technical findings related to funding and finance that are easily understood by stakeholders and elected officials, and provide a basis for consensus building and decision making.

SELECTED PROJECT MANAGEMENT EXPERIENCE

- Colfax Avenue Bus Rapid Transit Implementation Plan | Denver, CO
- RTD Highway 119 Corridor Study | Boulder County, CO
- 1st and Main TOD Plan | Longmont, CO
- Broadway Corridor Improvement Plan | Denver/Englewood/Littleton/Centennial, CO
- Transportation Financial District Formation | Boulder, CO
- VIA Metropolitan Transit | Transit Oriented Community Strategy | San Antonio, TX
- FasTracks Regional TOD Evaluation Tool | Denver, CO
- TOD Joint Development Market and Feasibility Assessment | San Antonio, TX
- VIA Transit Funding and Financing Strategy | San Antonio TX
- Economic Impacts of the North Texas Tollway Authority | Dallas/Fort Worth, TX
- Highway 42 Redevelopment Potentials Analysis | Louisville, CO
- Colorado Highway 7 BRT Feasibility Study | Brighton-Boulder, CO
- US-36 Corridor Demand and Revenue Forecast | Denver Metro, CO
- Colfax BRT Transit Oriented Development Potentials | Denver, CO
- E-470 Toll and Revenue Forecast | Denver Metro, CO
- Mesa County Housing Needs Analysis | Mesa County, CO

● CURRENT AND FUTURE PROJECT COMMITMENTS

- Boulder Countywide Strategic Transit Plan
- Harris County TX BRT Tollway Expansion Economic Impact
- Commerce City Reunion Town Center Visioning
- South Jordan Daybreak Bond Due Diligence Issuance



1600 Stout Street, Suite 1850, Denver, CO 80202



303 623 3557



aknudtsen@epsdenver.com



Rachel Shindman, AICP

Vice President

Education

Master of Regional Planning,
Cornell University
B.A., Queen's University
B.Ed., Queen's University
Certificate in GIS, Queen's
University

Employment History

10 Years with EPS

Affiliations

American Institute of Certified
Planners
American Planning Association
Urban Land Institute

Presentations

*From Hiring to Housing:
Employer Strategies for Housing
Solutions* Presentation (convener
and presenter) American
Planning Association - Colorado
State Conference, Virtual 2020

*Sharing the Pain, Sharing the
Gain: Regional Transportation
Solutions* Panel Discussion
(convener and moderator) –
Colorado State Conference,
Snowmass, 2019

*Finding the "Opportunity"
in Opportunity Zones* Panel
Discussion (convener and
moderator) American Planning
Association – Colorado State
Conference, Snowmass 2019

% Availability

35%



Economic & Planning Systems, Inc.

The Economics of Land Use

www.epsys.com

Rachel Shindman, AICP, provides expertise addressing real estate economics, fiscal and economic impact analysis, funding and finance modeling, and transportation funding strategies. Her work on transportation projects includes constructing models to document sources and uses of funds and outline financing options for complex capital improvement strategies. She is highly collaborative and provides technical analysis that can be used with stakeholders to build consensus around complex programs.

SELECTED PROJECT EXPERIENCE

- Transit Plan Financing Study | Fort Collins, CO
- Boulder County Housing and Transportation Funding | Boulder County, CO
- Reimagine RTD Comprehensive Plan | Denver, CO
- NCRTD Fiscal Sustainability Study | North Central New Mexico
- RTD Regional BRT Feasibility Study | Denver Metro Area, CO
- Transportation Master Plan | Louisville, CO
- Transportation Master Plan | Loveland, CO
- Colfax Avenue Bus Rapid Transit Implementation | Denver, CO
- Highway 119 BRT Corridor Study | Boulder-Longmont, CO
- Maryland Parkway TOD Corridor Study | Las Vegas and Clark County, NV
- E-470 Economic Impact Study | Denver, CO
- Rapid Transit Evaluation and Implementation Plan, VIA Metropolitan Transit | San Antonio, TX
- Robert Thompson Transit Station Area Vision Plan | San Antonio, TX
- North Texas Tollway Authority (NTTA) Economic Impact Study Dallas/Fort Worth, TX

● CURRENT AND FUTURE PROJECT COMMITMENTS

- East Colfax BRT Extension
- Steamboat Springs Inclusionary Housing and Linkage Fee Study
- Boulder Countywide Strategic Transit Plan
- Aspen Regional Housing Needs Assessment



1600 Stout Street, Suite 1850, Denver, CO 80202



303 623 3557



rshindman@epsdenver.com



Christian Carroll, AICP

Associate

Education

Master of Urban and Regional Planning, University of Michigan

Bachelor of Science in Geography from Grand Valley State University

Certificate in Geographic Information Systems (GIS), Grand Valley State University

Certificate in Real Estate Development, University of Michigan

Employment History

7 Years Experience

2 Years with EPS

Affiliations

American Institute of Certified Planners

American Planning Association

Christian Carroll joined EPS in 2023 after nearly five years of public planning work with the City of Novi and DeWitt Charter Township in Michigan. His work focuses on projects that aim to promote public well-being through innovative financing mechanisms, public-private partnerships, and collaborative decision-making. Christian has a broad range of professional experience including site plan review, environmental protection, and housing policy. Christian has a passion for housing equity, community and economic development, and sustainability.

SELECTED PROJECT EXPERIENCE

- Palmer Lake Buc-ee's Fiscal Impact Analysis | Palmer Lake, CO
- East Eagle Fiscal Impact Analysis | Eagle, CO
- Civic Center Market and Feasibility Analysis | Northglenn, CO
- Syracuse UT Market and Valuation Study | Syracuse, UT
- South Salt Lake Multifamily Market and Valuation Study | South Salt Lake, UT
- Fort Collins Retail Strategy | Fort Collins, CO
- Centennial Midtown Area Redevelopment Plan | Centennial, CO
- Sagebrush Farms Industrial Market Valuation | Aurora, CO
- DRCOG Far East Colfax BRT Study | Aurora, CO (ongoing)
- New Mexico NCRTD Fiscal Sustainability Assessment | Espanola, NM (ongoing)
- Northglenn Economic Feasibility Study | Northglenn, CO
- Freshfields Annexation Fiscal Impact Analysis | Lone Tree, CO
- Tax Increment Financing Application Reviews | Bozeman, MT
- Capital Facilities Funding and Impact Fee Study | Fort Collins, CO
- Special Tax District Feasibility Study | Manitou Springs, CO
- Regional Tourism Zone Revenue Forecast | Estes Park, CO
- Mesa Media Film Studio Economic Impact Analysis | Albuquerque, NM
- VIA Metropolitan District Real Estate Portfolio Strategic Options | San Antonio, TX



Economic & Planning Systems, Inc.

The Economics of Land Use

www.epsys.com



1600 Stout Street, Suite 1850, Denver, CO 80202



303 623 3557



ccarroll@epsdenver.com



Bill Ray, Principal of WR Communications:

Bill has worked as a consultant on numerous statewide, local and special district projects over 20-plus years of consulting in Colorado. His local government experience includes successful coordination in 2022 of the new Eagle Valley Transportation Authority, helping multiple local government jurisdictions successfully form a new RTA with a dedicated sales tax. Bill has helped the Roaring Fork Transportation Authority; Eagle, Pitkin and Clear Creek counties; Arvada, Basalt, Glenwood Springs and other municipalities; and numerous school districts and special districts pass tax and bond measures.

Over the past few years, Bill successfully managed the election of Mike Coffman as Aurora mayor and Patrick Collins as mayor of Cheyenne, Wyoming, as well as the re-election of Marc Williams as mayor of Arvada. In 2019, Bill executed a 10-month campaign for the Town of Basalt, with a successful TABOR-correction ballot question, after the Town discovered more than 10 years of violating the state Constitution. He then leveraged the rebuilt trust of the public into a successful 2021 bond campaign to revitalize Basalt's main street. Bill's local government clients include the City and County of Denver, Clear Creek County, Weld County Re-3J Schools, Eagle County Schools, Eagle River Fire Protection District, Town of New Castle, City of Westminster and many others.

Bill, his wife Melissa, and their three children, Aden, Liam and Marin, live in Denver. Bill spends much of his free time with his family—and playing lacrosse. Occasionally, he sneaks up to the mountains to fly fish or ski. He holds a Master of Journalism degree with honors from Temple University in Philadelphia and a bachelor's degree in Political Science from Fordham University in New York City. Bill has served on the Board of Directors of the Rocky Mountain Chapter of the Juvenile Diabetes Research Foundation and is active in the Type 1 community.



Partner

- 📍 **Denver, CO**
- 📞 **303.825.7000**
- ✉ **pjessen@kaplankirsch.com**

Education

- J.D., Columbia University School of Law, 1994
- Judicial Law Clerk, former Chief Justice Mary J. Mullarkey, Colorado Supreme Court, 1994–1995
- A.B., cum laude, Princeton University, 1987

Bar & Court Admissions

- Colorado, Wyoming

Resources

- Reference Guide: Entities that Construct, Fund and Operate Selected Public Facilities and Projects in the Denver Metropolitan Area

Professional Activities & Awards

- Denver Civic Ventures Board of Directors, Downtown Denver Partnership (2023-present)
- Board of Directors, PacWest Bancorp and Pacific Western Bank (2021-2023)
- Urban Exploration Steering Committee, Downtown Denver Partnership (2019-present)
- American College of Environmental Lawyers (2019-present)
- Board of Directors, Center for Resource Conservation (past)
- Smart Growth Task Force (past)
- Best Lawyers® Environmental "Lawyer of the Year" award for Denver (2022, 2024, 2025)
- Best Lawyers in America®, Environmental Law; Construction Law (2017–Present)

Polly B. Jessen

Polly Jessen's practice focuses on the range of project development issues, including entity formation and governance and with special emphasis on issues associated with redevelopment of contaminated property.

Polly's clients include municipalities and quasi-governmental entities, as well as private developers, lenders, and other private entities involved in complex remediation and redevelopment projects. She speaks and publishes on contaminated property redevelopment issues, construction, entity formation and governance for project development, and the environmental and land use issues associated with severed mineral interests

Representative Experience

River Mile Development, Denver, Colorado

Represent the master developer in negotiating cleanup requirements and other environmental terms and conditions of agreements with the City and orders with the Colorado Department of Public Health and Environment associated with the redevelopment of the 58-acre property, which is currently home to the Elitch Gardens Theme and Water Park.

PuebloPlex, Pueblo, Colorado

Represent the local redevelopment authority (LRA) in negotiating cleanup requirements and other environmental terms and conditions associated with the transfer of approximately 16,000 acres of property within the former U.S. Army Pueblo Chemical Depot; advising the LRA with regard to environmental due diligence and environmental risk management during acquisition and redevelopment, including regulatory compliance and cleanup, environmental insurance, institutional controls, cost recovery opportunities, environmental disclosure, remediation funding sources, NEPA, and other redevelopment-related issues.

Lowry Redevelopment Authority, Denver, Colorado

Represented the Authority with respect to the closeout of agreements for the privatization of cleanup at the former Lowry Air Force Base.

Eagle Valley Transportation Authority, Eagle County, Colorado

Advised eight local entities in drafting and negotiation of an IGA and other legal requirements under state law to form a regional transportation authority and obtain voter approval of associated sales and lodging taxes. Advised the authority board with regard to initial steps necessary to "stand up" the new authority and initiate regional transportation services.

National Western Center Redevelopment, Denver, Colorado

Represented the City and County of Denver, Colorado, in developing and negotiating the governance structure and framework agreements for expanding and redeveloping the current home of the National Western Stock Show into a new 270-acre state-of-the-art, multi-purpose campus to house the National Western Stock Show; serve as a hub for year-round creative, P-20 experiential educational, research and commercial activity that promotes, supports, and helps to preserve the western lifestyle while highlighting innovation and global issues of health, food systems, water, and the environment; and provide an attractive environment for additional agricultural business and science investments that position the State as an agricultural innovations cluster leader; currently represent Denver in administering its obligations under the

- Chambers USA, Colorado, Environment – Band 2 (2016–Present)
- Super Lawyers® Environmental Law (2020–Present)
- 5280's Top Lawyer for Environmental Law (2018–2020)
- Best Lawyers® Summer Bus Edition for Construction Law (2018)

framework agreements and in structuring and soliciting partners for development of future phases of the project.

Central I-70 Project, Denver, Colorado

Advised the Colorado Department of Transportation in structuring of a customized hazardous materials and environmental risk management regime (including specific provisions governing groundwater conditions).

The Boring Company's O'Hare Express System, Chicago, Illinois

Advised the City of Chicago in structuring hazardous materials and environmental risk management provisions of the P3 contract.

Stapleton Airport Redevelopment, Denver, Colorado

Represent the master developer of the former Stapleton International Airport property; drafted and negotiated core agreements related to the project, including the structure and implementation of the real estate purchase, the \$650 million, publicly-financed infrastructure agreements, environmental risk mitigation and insurance, the development agreement, and other key documents and negotiations related to the project; drafted and negotiated environmental disclosures to be provided to prospective homebuyers and tenants, and assisted the client in several areas related to construction at the project site, including developing construction materials management plans, drafting construction contracts, negotiating the form of easements and other access agreements, and addressing land use and other entitlement issues.

Redevelopment of the Former Gates Rubber Company Site, Denver, Colorado

Represented the master developer in environmental due diligence, negotiation of purchase and sale agreement, environmental insurance coverage, voluntary cleanup plans, professional service and construction contracting, and infrastructure funding agreements; currently represent the master developer in completion of environmental cleanup, insurance administration, and property sales.

Mining Waste Related Issues, Park City, Utah

Represented a Utah municipality in negotiation of a settlement agreement and order on consent for engineering evaluation/cost analysis and removal action related to discharges from drainage infrastructure constructed within historical mine tailings; currently represent the client in implementation of the agreement and order and various cleanup and development-related matters associated with historical mining operations in and around the City.

Remediation and Resale of Former Industrial Dry Cleaning Site, Seattle, Washington

Represented national brownfields developer in negotiating agreements for management of historical insurance policy claims, cleanup funding and implementation, purchase and resale of a contaminated industrial property near Lake Union.

Federal Center Station Neighborhood, Lakewood, Colorado

Represented the purchaser of the site with respect to environmental due diligence, insurance, and environmental risk management.



Partner

- 📍 **Denver, CO**
- 📞 **303.825.7000**
- ✉ kcrawford@kaplankirsch.com

Education

- J.D., University of Denver, College of Law, 1999
- B.A., DePauw University, 1993

Bar & Court Admissions

- Colorado

Organizations

- Rocky Mountain Land Use Institute, Advisory Board Member
- Colorado Association of Ski Towns
 - Workforce Housing Task Force
 - Chair, Landlord Tenant Committee
- Colorado Municipal League, Policy Committee

Kirsten Crawford

Kirsten Crawford is a seasoned real estate and land use attorney with extensive experience guiding clients through complex entitlement, development, and regulatory processes. She has represented both private and public stakeholders in public-private partnerships, large-scale mixed-use projects, and infrastructure initiatives, bringing a practical understanding of how to align development goals with community priorities. Her work includes negotiating and drafting annexations, zoning and development agreements, property transactions, leases, easements, and capital construction contracts, as well as advancing innovative projects such as a nationally recognized workforce housing initiative.

Kirsten previously served as Town Attorney for Breckenridge and as counsel for the City and County of Denver, where she advised on high-level policy matters, municipal governance, and compliance with state and federal law. She has expertise with TABOR, municipal finance, rezoning, charter interpretation, and open meetings and records requirements, and she has developed regulatory frameworks and governance structures that improved efficiency and ensured compliance.

Representative Experience

- Negotiated and drafted agreements and legal transactions including acquisition and disposition of real property, purchase and sale agreements, leases, licenses, easements, restrictive covenants, deeds of trust, promissory notes, appreciation limiting notes, and agreements for design, construction, and professional services.
 - Implemented innovative legal frameworks, setting a precedent for efficient municipal operations and governance, and administrative compliance program leading to dramatic increase in regulatory compliance.
 - Advised elected/appointed municipal officials and employees on federal, state, and municipal laws, including home rule charter interpretation, land use, rezoning, development, municipal finance, open meetings, open records, collective bargaining.
- Negotiated and drafted capital construction and professional services contracts for major infrastructure projects, including federally funded projects.

Prior to Joining the Firm

- As Breckenridge Town Attorney, Kirsten negotiated and drafted a wide array of land use entitlement legal instruments, including annexation, zoning, and real estate agreements for Breckenridge's largest mixed-use development that included a 36-room hotel, single and multi-family residential development, and rental restricted workforce and affordable housing units.
- As Legislative Counsel for the Denver City Council, Kirsten served as a top leader in the City Attorney's Office overseeing legal advice on high-level policy matters for the City. Kirsten has developed exceptional legal draftsmanship having lead efforts for complex regulatory frameworks, and formal legal opinions to decide important issues of law. Kirsten's unique responsibilities included serving as impartial legal advisor to the Denver County Court, overseeing review and comment hearings on citizen initiatives, providing new board member training and orientation for over 130 of Denver's boards and commissions, and overseeing Denver's legal analysis of state bills introduced at the Colorado General Assembly.
- Advised the City of Denver on complying with election laws and rules for referring measures to the ballot such as drafting ballot titles in compliance with single subject rules, strategy for crafting ballot questions, and deadlines for adoption of ordinances to meet ballot production. Negotiated agreements for innovative public/private venture involving land contribution from county and modular units from private partner, with expedited approval process leading to development of 60-unit workforce housing project that has garnered state and national recognition..



Partner

- Denver, CO
- 303.825.7000
- jputnam@kaplankirsch.com

Education and Clerkships

- J.D., with honors, University of Chicago
- Law Clerk, Judge David M. Ebel, U.S. 10th Circuit Court of Appeals
- B.A., *summa cum laude*, Williams College

Bar & Court Admissions

- Colorado
- Many Federal Appeals and District Courts

Honors

- General Counsel for the U.S. Department of Transportation (Senate Confirmed)

Organizations

- Member, Front Range Passenger Rail District (2023-Present)
- Member, Colorado Rail Safety Industry Advisory Committee (2024-Present)
- Member, Colorado Oil and Gas Conservation Commission (2019-2021)
- Founder and Chairman, Partners for Rural Improvement and Development in Ethiopia (2005-2021)
- Founder and Vice President, Team Colorado Whitewater Racing Club (2011-2021)
- Chairman and Member, Regional Air Quality Control Commission
- City of Boulder Planning Board (2014-2018)

John E. Putnam

Prior to rejoining the firm, John was a Senior Advisor at the Colorado Department of Transportation from 2023-2025, where he advised the Executive Director and Governor on rail and transit issues and served as the Governor's Chief Negotiator for the renewal of the 99-year Lease of the Moffat Tunnel under the Continental Divide. The Governor appointed John to be a member of the Front Range Passenger Rail District Board and Colorado Rail safety Industry Advisory Committee.

John was confirmed by the U.S. Senate as General Counsel of the U.S. Department of Transportation in May 2022, after serving as Deputy General Counsel since January 2021. In his role, he collaborated with the Department's senior leadership and oversaw a legal team of nearly 500 attorneys, addressing complex legal and policy issues across all operating administrations within the Department.

John has also served as Director of Environmental Programs at the Colorado Department of Public Health and Environment (CDPHE). In this capacity, he oversaw divisions responsible for air quality, water resources, waste management, and environmental health and sustainability.

Before his state and federal service, John built a distinguished career as a transportation, environment, and energy attorney in Denver and Washington, D.C. He has advised state departments of transportation, local governments, transportation agencies, airport proprietors, and private entities nationwide.

John's leadership extends beyond traditional counseling roles. He has chaired and served on numerous boards and councils, including the Regional Air Quality Council, Boulder Planning Board, and Boulder Board of Open Space Trustees. He has also contributed as an expert consultant and committee member for organizations such as the U.S. Government Accountability Office, the Transportation Research Board, the National Academies, and Airports Council International – North America.

Representative Experience

Previous U.S. Department of Transportation Experience

- Legal advisor to the U.S. Secretary of Transportation and Chief Legal Officer
- Strategic advisor on the most important projects, emergencies and disputes in front of the Department, including the Hudson River Tunnels, East Palestine rail disaster and rail safety initiatives, road user safety, Colonial Pipeline cyberattack, supply chain initiatives, COVID-19 response, major industry mergers, 5G impacts to radio altimeters, airline delay and system congestion, major highway and transit projects, and aircraft certification reform
- Acted as chief regulatory official at the Department, responsible for overseeing and helping implement over 300 regulations on the Department's regulatory agenda.
- Supported passage and implementation of the Infrastructure Investment and Jobs Act, including development of new discretionary grant programs and regulatory directions, member of the Senior Review Team for USDOT programs, including RAISE, MEGA, INFRA, and RURAL.
- Oversaw DOT litigation, including recommendations on positions to be taken at the United States Supreme Court
- Oversaw DOT involvement with other agencies and tribunals such as the Surface Transportation Board and the Federal Communications Commission

Previous State of Colorado Experience

- As Governor's lead negotiator for the Moffat Tunnel, along with a State team, negotiated with Union Pacific for a 25-year modernized lease for the Moffat Tunnel in exchange for 25 years of passenger rail access
- Negotiated for the purchase of the Burnham Lead Line in Denver Colorado to support redevelopment of the Burnham Yard
- Worked with State team to secure passage and implementation of two critical bills in 2024 Legislative Session to provide dedicated State funding for passenger rail and transit
- Co-led development of the State's Greenhouse Reduction Roadmap to reduce State GHG emissions by 50 percent by 2030 and 90 percent by 2050
- As Commissioner, overhauled and reformed the Colorado Oil and Gas Conservation Commission regulations to implement Colorado SB 19-181
- Oversaw complex specific environmental matters for the State, including the Rocky Flats nuclear weapons plant, Suncor refinery, ozone, air toxics from oil and gas operations, cleanup from Gold King mine disaster, U.S. Army Pueblo Chemical Weapons Depot cleanup, Rocky Mountain Arsenal cleanup, and legacy uranium and hard rock mining sites

Previous Transit and Highway Projects

- Represented state of Colorado in P3 procurement of major highway improvements
- Represented transit providers in environmental processes regarding proposed transit improvements
- Representing Colorado local governments in efforts to promote proposed local highways and avoid incompatible highway proposals
- Successfully resolved litigation against large P3 highway project in Colorado
- Represented private entity in securing approval for a major public-private partnership for an interstate highway in Colorado
- Represented public and private entities in efforts to secure highway and transit connections to airports, infill development, and other projects

Environment, Electricity, and Energy Projects

- Secured settlement to eliminate conditional water rights on the Crystal River in Pitkin County, Colorado, that threatened client interests
- Represented power generators, fuel providers, motor vehicle manufacturers, and non-governmental organizations in Clean Air Act regulatory matters
- Represented municipality in disputes regarding proposed transmission line upgrades
- Represented local government in dispute regarding feasibility of using of conditional water rights hydroelectric purposes
- Represented local government developing land use ordinances relating to energy projects
- Represented parties in due diligence regarding energy generation asset transactions

Fehr & Peers

November 19, 2025

Dana Brosig
Director, Grand Valley Metropolitan Planning Organization
Mesa County Regional Transportation Planning Office
525 S. 6th Street, 2nd Floor
Grand Junction, CO 81501

Subject: Revised (11/19/25) Fee Proposal for Mesa County Transportation Financial Study

Dear Dana:

Thank you for the opportunity to provide a revised fee proposal to assist you with the Mesa County Transportation Financial Study. Fehr & Peers has revised the fee we originally submitted a second time to match the county's requested adjustments.

The requests we received initially (on 10/22/25) included:

- Adding a second round of polling
- Including Optional Task 1.6: IGA Development
- Excluding Optional Task 2.2: RTA Development
- Changing Task 1.2: D51 Walk-Zones to be optional
- Revising the base scope to align with a total budget of \$300,000

The requests we received (on 11/10/25) following our resubmittal included:

- Modifying the scope of Task 1.6 IGA to account for:
 - The fact that the transit service area is already defined,
 - There is already a structure in place with the County to handle assets, and
 - To include drafting of ballot language in the scope.
- Modifying the scope of Task 2.1 Report on Potential Funding Sources given some work has already been done in this space compared to what was previously assumed.
- Modifying the hours assumed in Task 4.1 Consensus Building with Stakeholder Committee given the assumptions that Mesa County will lead/organize more of this than previously assumed.
- Reducing rates (we cannot reduce rates, but have shifted hours between staff instead).

Our proposed scope of work adjustments from the original proposal and revised fee (sent 11/3/25) to reflect these requests are described below.

Scope of Work Adjustments

The following adjustments were made to the proposed approach that we originally submitted in our proposal to match the county's requests and align the fee with the County's \$300,000 budget.

Task 1.2 D51 Walk Zones

Task 1.2 D51 Walk Zones was removed from the base fee and added to the optional fee. Note: with our second revision to the fee we determined we are able to include this within the \$300,000 budget.

Task 1.3 Cost Estimates

The number of hours assumed for Task 1.3 Cost Estimates was reduced to reflect that most of the projects likely to be identified in Task 1 will be operational in nature as opposed to capital projects, thus reducing the anticipated level of effort for this subtask.

Task 1.6 IGA Development

Task 1.6 IGA Development was moved from an optional task and is now included in the base fee. Additionally, we significantly reduced Kaplan Kirsh's hours associated with this task from our original proposal to align with the county's overall budget.

The revised scope for this task includes Kaplan Kirsh drafting of the original framework for an intergovernmental agreement, including:

- The legal authority needed for creation, powers/ authority based on direction from the County and consultants.
- The establishment and organization of the board, specifically relaying based on the existing entity as the initial starting place.
- Drafting and adoption of ballot measures or related TABOR compliance documents.
- Handling of assets including acquisition of future disposition assuming all of these items have already been largely determined.
- The general applicability provision under, term, amendments adding or deletion parties.
- The initial funding mechanism.

The revised scope and fee **excludes** the following:

- Negotiation between participating entities and elected leadership based on the assumption that this will be led by County (or City) staff.
- Formation and process for seeking approvals of the participating jurisdictions to form a new entity based on the assumption that the GVTC will be the basis for a new Governance Structure.
- General Counsel services or any post-formation legal services.

Task 2.1 Report on Potential Funding Sources

The scope for this subtask was modified to be a narrower analysis of the types of taxes that Mesa County is considering (i.e., sales tax, property tax, and possibly fees related to vehicle registration) and the direction provided by the recently completed Impact Fee Study by the City of Grand Junction.

Task 2.2 RTA Development

This subtask was removed from the fee.

Task 3.3 Public Polling & Task 3.4 Analyze Findings

These two subtasks were updated to include a second round of polling. It is assumed that for each round there will be up to 25 questions, and we will collect 300 responses.

Task 4.1 Consensus Building with Stakeholder Committee

Staff time allocated to this task was reduced based on the assumption that the County's intent is to receive high-level input and buy-in from this group of stakeholders so that ultimately they help support the initiative, and less consultant time will be needed to facilitate and organize these meetings than originally assumed.

Task 5 Legal Counsel

No changes were made to Task 5 Legal Counsel. For clarity, as it relates to Task 1.6 IGA Development, Task 5 would include up to 50 hours of legal counsel by Kaplan Kirsh to address what was identified in the RFP including:

- Funding options and limitations based on the type of entity (i.e. special purpose, statutory, Title 29).
- County and other participating entities various authority to finance in manner proposed by consultants based on early review.

Task 6 Project Management

We made the following adjustments to Task 6 to reduce the fee of this task to allow for Task 1.6 IGA Development to be included in the base fee and to add the second round of polling in Task 3 and stay within the County's \$300,000 budget:

- Some hours were reduced from Fehr & Peers and EPS staff time to attend meetings.
- Fehr & Peers hours associated with Task 6.6 was reduced slightly to reflect developing a visually appealing final report in Word as opposed to InDesign.
- Travel expenses were removed for all staff other than the project manager, Patrick Picard. It is assumed that Patrick can attend up two stakeholder meetings in-person during the project plus give the final presentation to the board in-person for a total of three in-person trips. All other consultant staff would participate virtually in these meetings as needed.

Allocation of Fehr & Peers Staff Time

- Time originally slated for Kelsey Lindquist was shifted to a highly qualified junior staff (Anna Henderson) with a lower billing rate.
- We shifted the time originally slated for Sydney Proven to lead outreach to another highly qualified senior staff in Mikhail Kaminer who also has extensive outreach experience, but a lower billing rate.
- We maintained adequate hours for senior staff (71% of FP time) who have a lot of experience in the transportation funding space to effectively guide the project.

Fehr & Peers

Revised Fee Estimate

Fehr & Peers will perform the work described in our original proposal with the adjustments to the scope noted above for \$292,190 excluding the optional task. If Optional Task 1.2 D51 Walk Zones is included, our fee would be \$300,000.

Description	Project Manager Patrick Picard, Sr. Associate	Principal-in-Charge Jason Miller, Principal	Lead Planner Mikhail Kaminer, Sr. Planner I	Planning Support Anna Henderson, Planner II	Cost Estimates Maggie Ostwald, Engineer III	Admin Zoe Rashid, Project Coordinator	EPS Andrew Knudtsen, Managing Principal	EPS Rachel Shindman, Vice President	EPS Christian Carroll, Associate	WR Communication Bill Ray	Kaplan Kirsh Partner	Kaplan Kirsh Associate	Total Task Hours	Total Task Fee
Hourly Rate	\$265.00	\$315.00	\$180.00	\$150.00	\$170.00	\$140.00	\$280.00	\$215.00	\$160.00	\$250.00	\$495.00	\$395.00		
Enter number of Hours into pertinent Blue Cells below														
Task 1: Initiative Development	20	8	40	56	12	0	0	0	0	0	59	20	215	\$62,565.00
Task 1.1: Project Selection	8	2	16	16	0	0	0	0	0	0	0	0	42	\$8,030.00
Task 1.3: Cost Estimates	4	2	2	8	12	0	0	0	0	0	0	0	28	\$5,290.00
Task 1.4: Revenue Split	4	2	8	8	0	0	0	0	0	0	0	0	22	\$4,330.00
Task 1.5: Public Polling	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 1.6: IGA Development	0	0	0	0	0	0	0	0	0	0	59	20	79	\$37,105.00
Optional Task 1.2: D51 Walk-Zones	4	2	14	24	0	0	0	0	0	0	0	0	44	\$7,810.00
Task 2: Funding Source(s)	4	1	4	8	0	0	26	60	98	0	0	0	193	\$37,875.00
Task 2.1: Report on Potential Funding Sources	4	1	4	8	0	0	26	60	90	0	0	0	193	\$37,875.00
Task 3: Community Engagement	32	8	56	80	0	0	0	0	8	40	0	0	216	\$43,080.00
Task 3.1: Impact Report:	8	2	16	36	0	0	0	0	0	0	0	0	62	\$11,030.00
Task 3.2: Public Materials	8	2	12	40	0	0	0	0	0	0	0	0	62	\$10,910.00
Task 3.3: Public Polling	8	2	16	0	0	0	0	0	0	20	0	0	46	\$10,630.00
Task 3.4: Analyze and Present Findings	8	2	12	4	0	0	0	0	0	20	0	0	46	\$10,510.00
Task 4: Consensus Building with a Stakeholder Committee														
Task 4.1: Stakeholder Committee	37	9	30	12	0	0	6	0	6	12	0	0	112	\$25,480.00
Task 5: Legal Counsel	0	0	0	0	0	0	0	0	0	0	40	10	50	\$23,750.00
Task 5.1: Legal Counsel	0	0	0	0	0	0	0	0	0	0	32	8	40	\$19,000.00
Task 5.2: Schedule and Deadlines	0	0	0	0	0	0	0	0	0	0	8	2	10	\$4,750.00
Task 6: Project Management and Coordination	120	12	94	24	0	16	16	2	48	12	0	0	308	\$68,170.00
Task 6.1: Kick-Off Meeting	8	2	2	0	0	0	2	2	2	0	0	0	18	\$4,420.00
Task 6.2: Project manager coordination meetings	24	0	0	0	0	0	0	0	0	0	0	0	24	\$6,360.00
Task 6.3-Project Management Team progress meeting	16	6	24	0	0	0	10	0	10	12	0	0	78	\$17,850.00
Task 6.4-Provide Project Management Oversight	32	0	18	0	0	16	0	0	0	0	0	0	66	\$13,960.00
Task 6.5-Final Report and Presentation	40	4	50	24	0	0	4	0	0	0	0	0	122	\$25,580.00
Total Staff Hours with Options	213	38	224	180	12	16	48	62	166	64	99	30	1094	\$260,920.00
Travel and Reimbursable Costs	\$1,580.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,000.00	\$0.00	\$0.00	NA	\$39,080.00
Total Cost with Options	-	-	-	-	-	-	-	-	-	-	-	-	1094	\$300,000.00
Total Cost without Options	-	-	-	-	-	-	-	-	-	-	-	-	1050	\$292,190.00

Fehr & Peers

We look forward to working with you on this project. If you have any questions or comments, please contact Patrick Picard at 720-539-7237.

Sincerely,

FEHR & PEERS

A handwritten signature in black ink, appearing to read "Patrick Picard", written in a cursive style.

Patrick Picard, AICP
Senior Associate

A handwritten signature in blue ink, appearing to read "Ann T Bowers", written in a cursive style.

Ann T Bowers, PE, PTOE, PTP
Principal

Fehr & Peers Responses to 11/10/25 Email from Mesa County

Task 1.6 IGA Assumptions:

What is meant by “Defining the service area”? Is this determining/defining a new district? How would this change if it is a Mesa County-wide initiative?

Response: Given Mesa County owns the transit system and the service area will remain the same, we have removed this from the assumptions.

What is meant by “Defining the transit system”? Generally, we are looking at increased frequency and not expanding our footprint.

Response: This was intended to account for other modes besides transit. Given this will be determined as part of Task 1.1, we have removed this from the assumptions for Task 1.6.

What is meant by “Handling of assets including acquisition of future disposition”? The assets of the transit system are all owned by Mesa County and any roads are owned by the jurisdiction in which they are built. Is this more related to the funding brought in by the initiative, how it is collected, split, etc.? And how is this different from the “Initial Funding Mechanism” item?

Response: This was included in case a new entity was taking on new assets. Assuming all of these things are already determined, then the costs for this element may be less.

Task 1.6 IGA Exclusions:

We would like assistance with drafting the ballot measures as part of this contract. Ultimately, the goal is to have something to take to voters.

Response: We will include this.

Report on Potential Funding Sources

The cost of this task seems quite high. We went into quite a lot of detail on different potential funding sources in [Chapter 10 of the 2050 Grand Valley Regional Transportation Plan](#). Can you clarify what potential funding sources will be included in this report? I don’t think we need to include every potential funding source. We were generally thinking about sales tax, property tax, and possibly fees related to vehicle registration. The City of GJ just completed an impact fee study and I don’t think there is a desire by the County to go down that route and we aren’t looking to pursue bonding with this study.

Response: We originally scoped this to do a comprehensive analysis of all potential funding sources. We have reduced the hours assumed for this task given we now understand that some work has already been done in this space and the list of funding options we will explore is narrower than we originally scoped.

Stakeholder Committee

This cost also seems quite high and includes quite a lot of different staff. I think our intent is to receive high-level input and buy-in from this group of stakeholders so that ultimately they help support the initiative. I think they could also be very helpful in defining the local impact for Task 3.1 Impact Report.

Response: We have reduced the hours assumed for this task given the information provided and we have budgeted the following hours assuming three meetings during the project:

Fehr & Peers (per meeting):

- Patrick: 4 hours prep, 2 hours per meeting, 1 hour post meeting (coordination/follow-up), 8 hours of travel for two of the three meetings.
- Jason: 1 hour of prep, 2 hours for meeting
- Mikhail: 8 hours of prep (compile slides, graphics, agenda, communication, etc.), 2 hours per meeting, 2 hours post meeting (compiling notes, materials, and follow-up)
- Anna: 4 hours of prep (compile slides, graphics, agenda, communication, etc.)

EPS:

- 2 hours per meeting for the project manager
- 2 hours per meeting plus 2 hours of prep in total for other staff

WR Communication:

- 4 hours per meeting (prep and attendance)

General Comments

The hourly rates seem to have increased pretty significantly compared to previous contracts with Fehr & Peers and are higher than we were expecting. If possible, it would be great to see these decrease a bit.

Response: We can't adjust our hourly rates as they are tied to salary and benefits. What we can adjust is how the hours are distributed among staff with different billing rates. The rates have increased since our last project with the county (scoped in 2021) in large part due to the significant cost of living increase over the last four years. Some individual rates have also increased due to promotions. Rates may also be higher for this project than past projects given we have intentionally included more time for senior staff with the relatively unique project experience specific to these types of transportation funding projects in Colorado so that you get the best of the best. Staff with more experience bill at higher rates.

To help offset these rates and reduce the fee we have shifted the following work:

- Time originally slated for Kelsey Lindquist was shifted to a highly qualified junior staff (Anna Henderson) with a lower billing rate
- We shifted the time originally slated for Sydney Proven to lead outreach to another highly qualified senior staff in Mikhail Kaminer who also has extensive outreach experience, but a lower billing rate
- We still maintained adequate hours for senior staff (71% of FP time) who have a lot of experience in the transportation funding space to effectively guide the project.

With the comments above, can you modify some things so that we can include those excluded items in Task 1.6 and stay within the current budget?

Response: We have modified the fee to reflect these changes, which we have provided in a separate document. With these changes we are comfortable including Task 1.2 Walk Zones with the \$300,000 budget.

Fehr&Peers

Exhibit B: Final Fee Schedule

Revised Fee Estimate

Fehr & Peers will perform the work described in our original proposal with the adjustments to the scope noted above for \$292,190 excluding the optional task. If Optional Task 1.2 D51 Walk Zones is included, our fee would be \$300,000.

Description	Project Manager Patrick Picard, Sr. Associate	Principal-in-Charge Jason Miller, Principal	Lead Planner Mikhail Kaminer, Sr. Planner I	Planning Support Anna Henderson, Planner II	Cost Estimates Maggie Ostwald, Engineer III	Admin Zoe Rashid, Project Coordinator	EPS Andrew Knudtsen, Managing Principal	EPS Rachel Shindman, Vice President	EPS Christian Carroll, Associate	WR Communication Bill Ray	Kaplan Kirsh Partner	Kaplan Kirsh Associate	Total Task Hours	Total Task Fee
Hourly Rate	\$265.00	\$315.00	\$180.00	\$150.00	\$170.00	\$140.00	\$280.00	\$215.00	\$160.00	\$250.00	\$495.00	\$395.00		
Enter number of Hours into pertinent Blue Cells below														
Task 1: Initiative Development	20	8	40	56	12	0	0	0	0	0	59	20	215	\$62,565.00
Task 1.1: Project Selection	8	2	16	16	0	0	0	0	0	0	0	0	42	\$8,030.00
Task 1.3: Cost Estimates	4	2	2	8	12	0	0	0	0	0	0	0	28	\$5,290.00
Task 1.4: Revenue Split	4	2	8	8	0	0	0	0	0	0	0	0	22	\$4,330.00
Task 1.5: Public Polling	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 1.6: IGA Development	0	0	0	0	0	0	0	0	0	0	59	20	79	\$37,105.00
Optional Task 1.2: D51 Walk-Zones	4	2	14	24	0	0	0	0	0	0	0	0	44	\$7,810.00
Task 2: Funding Source(s)	4	1	4	8	0	0	26	60	98	0	0	0	193	\$37,875.00
Task 2.1: Report on Potential Funding Sources	4	1	4	8	0	0	26	60	90	0	0	0	193	\$37,875.00
Task 3: Community Engagement	32	8	56	80	0	0	0	0	8	40	0	0	216	\$43,080.00
Task 3.1: Impact Report:	8	2	16	36	0	0	0	0	0	0	0	0	62	\$11,030.00
Task 3.2: Public Materials	8	2	12	40	0	0	0	0	0	0	0	0	62	\$10,910.00
Task 3.3: Public Polling	8	2	16	0	0	0	0	0	0	20	0	0	46	\$10,630.00
Task 3.4: Analyze and Present Findings	8	2	12	4	0	0	0	0	0	20	0	0	46	\$10,510.00
Task 4: Consensus Building with a Stakeholder Committee														
Task 4.1: Stakeholder Committee	37	9	30	12	0	0	6	0	6	12	0	0	112	\$25,480.00
Task 5: Legal Counsel	0	0	0	0	0	0	0	0	0	0	40	10	50	\$23,750.00
Task 5.1: Legal Counsel	0	0	0	0	0	0	0	0	0	0	32	8	40	\$19,000.00
Task 5.2: Schedule and Deadlines	0	0	0	0	0	0	0	0	0	0	8	2	10	\$4,750.00
Task 6: Project Management and Coordination	120	12	94	24	0	16	16	2	48	12	0	0	308	\$68,170.00
Task 6.1: Kick-Off Meeting	8	2	2	0	0	0	2	2	2	0	0	0	18	\$4,420.00
Task 6.2: Project manager coordination meetings	24	0	0	0	0	0	0	0	0	0	0	0	24	\$6,360.00
Task 6.3-Project Management Team progress meeting	16	6	24	0	0	0	10	0	10	12	0	0	78	\$17,850.00
Task 6.4-Provide Project Management Oversight	32	0	18	0	0	16	0	0	0	0	0	0	66	\$13,960.00
Task 6.5-Final Report and Presentation	40	4	50	24	0	0	4	0	0	0	0	0	122	\$25,580.00
Total Staff Hours with Options	213	38	224	180	12	16	48	62	166	64	99	30	1094	\$260,920.00
Travel and Reimbursable Costs	\$1,580.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,000.00	\$0.00	\$0.00	NA	\$39,080.00
Total Cost with Options	-	-	-	-	-	-	-	-	-	-	-	-	1094	\$300,000.00
Total Cost without Options	-	-	-	-	-	-	-	-	-	-	-	-	1050	\$292,190.00

EXHIBIT C**MESA COUNTY
PROFESSIONAL SERVICES AGREEMENT
INSURANCE REQUIREMENTS**

1. Contractor agrees to procure and maintain, at its own cost, the insurance policies and any bonds required under this Exhibit C and shall not start work under this agreement until such insurance coverage and bonds have been obtained and approved in writing by County's Contract Administrator.
2. Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to County, with a copy to County's Contract Administrator, immediately upon request.
3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice, County and County's Contract Administrator will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.
4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which Mesa County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, *et seq.*, C.R.S., as amended.
5. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless County grants specific approval for an exception.
6. Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - A. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado.

B. Commercial General Liability, "occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition, Contractor must either:

1) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract.

OR

2) Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

C. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

D. PROFESSIONAL LIABILITY INSURANCE with coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.

7. The policies required by paragraph (B) above shall be endorsed to specify; "Mesa County, their officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Contractor, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACORD 25-S" form.

8. Depending on the nature and scope of the services to be provided under this Contract, additional insurance requirements may be specified by County. Items listed below, which have been marked with an "X" are required of Contractor by County as a condition of this Contract. Contractor initial, placed by the corresponding "X", shall acknowledge the Contractor compliance in meeting the specific insurance requirement(s).

Your

Initial X (if applicable)

_____ X EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

_____ BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the entire project.

_____ BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.

_____ Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E."

EXHIBIT D**MESA COUNTY
PROFESSIONAL SERVICES AGREEMENT
STANDARD CONDITIONS**

1. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.
2. Contractor shall perform its work hereunder in accordance with the skill, care, and diligence ordinarily exercised by professionals performing similar services in the same or similar locale and under the same or similar circumstances to that of Contractor under this Contract and in accordance with all codes, standards, regulations, and laws applicable to the work that are then in effect at the time of Contractors performance of its work under this Contract; and prior to beginning work, shall secure, at Contractor's expense, all necessary permits required by any governmental agency with jurisdiction.
3. In the performance of work under this Contract, Contractor shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and details of its work, County being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.
4. Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.
5. This is a personal services contract on the part of Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of County and any attempt to assign this Contract without the prior express written consent of County shall render the Contract null and void with respect to the attempted assignee.
6. County reserves the right, without notice and at reasonable times, to inspect the

work accomplished by the Contractor under this Contract. The right of inspection reserved in County is for protection of County in assuring that the work is proceeding in accordance with the terms of this Agreement and does not relieve Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

7. County, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit Contractor's books with regard to this Contract, and Contractor shall retain its books and records for the required period.

8. This is not an exclusive Contract. County may, at its sole discretion, contract with other entities for work similar to that to be performed by Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for County.

9. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the substantially prevailing party for costs and reasonable attorney's fees.

10. Contractor agrees that any information received by Contractor during any furtherance of the Contractor's obligations hereunder will be treated by Contractor as confidential and will not be revealed to other persons, firms or organizations.

11. **(This paragraph applies if the work performed is a "public work"):** In discharge of this Contract, Contractor shall employ Colorado labor to perform not less than 80% of each type or class of labor in each of the several classifications of skilled and common labor employed on this project. A "public work" is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public.

12. This Contract constitutes the entire agreement of the parties, and it supersedes all prior written or verbal agreements or understandings between the parties concerning the subject matter of this Contract. This Contract may only be amended or modified by a written agreement signed by each party and approved in the same manner as the original Contract.

13. Persons signing as or on behalf of Contractor represent by their signature that the person signing is fully authorized to so sign this Contract and that Contractor has taken all steps necessary that the signature is binding upon Contractor.

14. The provisions of this Contract shall be severable, and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Notwithstanding anything herein

to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by County if Contractor fails to perform or comply as required.

15. *(For Contracts which may be extended):* CONTRACTOR MUST INITIAL: _____ Contractor grants to County the right to extend the term of this Contract for _____ consecutive, _____ periods. All other terms and conditions of the Contract shall remain as written. Extension of the Contract shall be at County's sole and unfettered discretion.

16. Contractor shall, to the extent permitted by law, indemnify, and hold harmless County, its officials and employees, against all loss or damages, including penalties, charges, reasonable professional fees, interest, costs, expenses and liabilities of every kind and character to the extent caused by the negligent acts, errors, or omissions in the performance of this Contract, if it is determined that the harm was caused through or by Contractor or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor's responsibility for defense costs shall be limited to Contractor's proportionate share of fault as finally determined. Any defense costs advanced by Contractor in excess of its proportionate share shall be reimbursed by the other responsible parties.. Contractor expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend County as herein provided, and such obligation exists even if the claim is fraudulent or groundless. Notwithstanding the language in this paragraph apportioning defense costs in accordance with fault, Contractor shall be responsible for all defense costs in the event of a fraudulent or groundless suit. However, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended.

17. Conformance with Law: Contractor shall at all times during the performance period strictly adhere to all applicable federal, state and local laws and implementing regulations as they currently exist and may hereafter be amended, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract.

18. Contractor assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, County has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, Contractor may copyright such, but County reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

19. Force Majeure: Neither Contractor nor County shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure”. As used in this contract “force majeure” means fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, pandemic or epidemic, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.