

**Professional Design Services  
For**

**CO135 & RED LADY AVENUE**

**ROUNDAABOUT**

**DESIGN AND RIGHT-OF-WAY PROJECT**

**Request for Proposals (RFP)**



April 17, 2025

For Submittal and Presentation

**To  
The Selection Committee  
Town of Crested Butte**

## **NOTICE TO CONSULTANTS**

Project Name: **CO135 & Red Lady Ave Roundabout Design and Right-of-Way Project**

Thank you for your interest in the Request for Proposals (RFP) for the Future CO135 and Red Lady Avenue's five-legged, single-lane roundabout.

Proposals (pdf format only) shall be submitted via email to Connor Beard [cbeard@crestedbutte-co.gov](mailto:cbeard@crestedbutte-co.gov) by **3:00PM MDT (Town Clock), May 21, 2025**, at which time proposals will be dated and time stamped upon receipt. Only proposals received by the Town office prior to the deadline noted above will be considered. ***No late proposals will be accepted.***

A pre-proposal meeting is scheduled for April 30, 2025 at 9:00 AM MDT. The purpose of the pre-proposal meeting is to provide assistance to interested consultants in interpretation of the Request for Proposals, Scope of Services, Sample Contract, and other technical matters. Attendance is **mandatory**. Remote meeting attendance via zoom is allowed. The meeting will be located at:

Room: Meeting Room Junior  
Town Hall

[Join Teams Meeting](#)  
Meeting ID: 281 257 225 357 0

507 Maroon Avenue

Passcode: yP7HM6Hj

Crested Butte, CO 81224

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## **PROJECT DESCRIPTION**

The Town of Crested Butte, in association with the Gunnison Watershed School District (GWSD), and the Colorado Department of Transportation (CDOT), is requesting written proposals from qualified consulting and engineering services for advancing the “CO135 & Red Lady Avenue Roundabout Design and Right-of-Way” project within the Town of Crested Butte and Gunnison County, Colorado. The selected consultant will be tasked with advancing the concepts presented in the “Crested Butte Transportation Mobility Plan (TMP), the Gunnison County Comprehensive Safety Action Plan (CSAP), the Town’s Purpose and Need Statement, and CDOT’s Access Permit No. 324095” to roughly 60% design and assist in identifying and acquiring necessary Right-of-Way (ROW) in order to advance project’s future construction. The project is located approximately 1,000 feet north of milepost 27 on CO-135, spanning the Town’s boundary with Gunnison County.

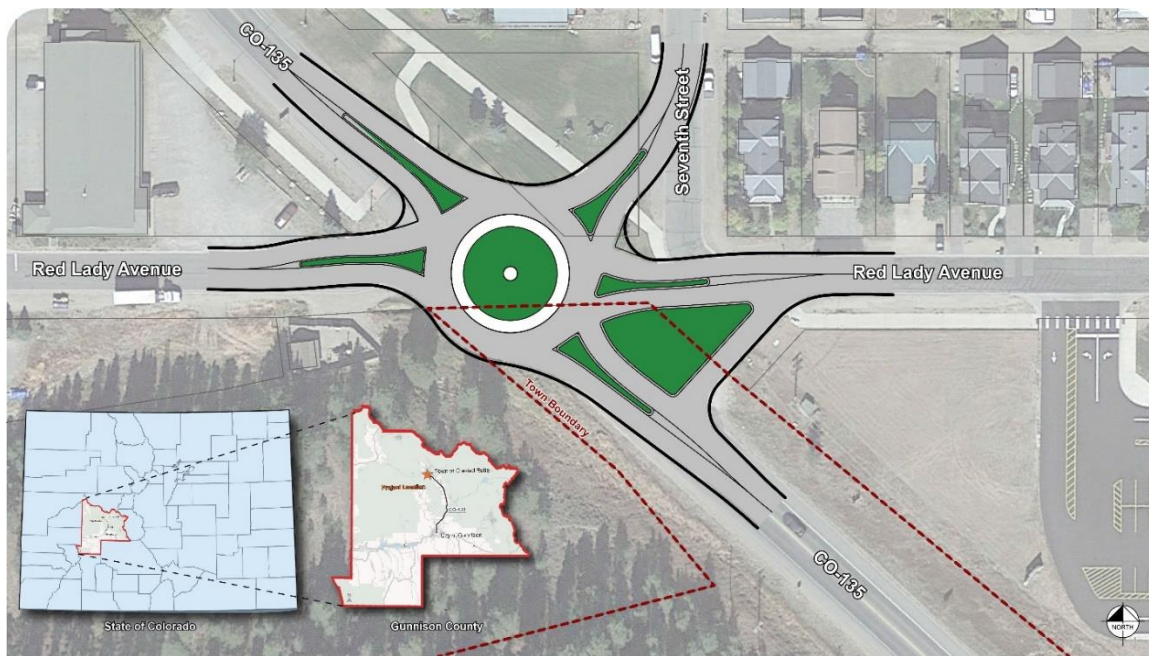


Figure 1.1 - CO-135 / Red Lady Avenue Roundabout: Project Vicinity and Location Map.

The intent of the project is to further develop the preliminary designs for the proposed five-legged, single-lane roundabout at the CO135 and Red Lady Avenue Intersection consistent with the TMP, the CSAP, the Purpose and Need Statement, and CDOT’s Access Permit No. 324095 to a level where utility conflicts and right-of-way needs can be identified. The selected consultant will then develop sixty percent (60%) plans, environmental documentation (if necessary), and right-of-way plans. Interested consultants should become familiar with the TMP, the CSAP, the project’s Purpose and Need Statement, and CDOT’s Access Permit No. 324095. Links to these documents are provided at the end of this RFP.

The purpose of this RFP is to provide qualified consultants with sufficient information to prepare and submit a proposal for consideration by the Town of Crested Butte for this engineering and design services project.

Professional design services consist of all the services necessary to review existing conditions, studies, reports, solicit input from partner agencies and the public, coordinate with CDOT access permits requirements and perform preliminary designs tasks to prepare documents necessary for right-of-way acquisition and utility relocation for the recommend improvements. The funding for this design effort is being provided equally by the Town of Crested Butte and the GWSD. Note, the future construction of the project has received approval for federal funds from a Safe Streets for All Implementation (SS4A) Implementation Grant from the Federal Highway Administration

(FHWA) with matching funds locally.

## **SPECIAL PROJECT REQUIREMENTS**

Certain tasks must be done by a Licensed Professional Engineer or Professional Land Surveyors who are registered with the Colorado State Board of Registration for Professional Engineers and Land Surveyors. The Consultant shall be required to comply with the record keeping and submittal requirements associated with CDOT work and any FHWA grant requirements.

## **INTERESTED CONSULTANTS**

The successful consulting team is responsible for obtaining and maintaining all required licenses for complying with federal, state, and local laws, codes, and regulations necessary to complete this project, including any required business licenses. The costs associated with obtaining these licenses are the responsibility of the consultant.

The prime firm of each team must be on the CDOT list of pre-qualified consultants. Consultants who are not prequalified or who have questions regarding their prequalification should contact CDOT's Audit Division for pre-qualification requirements.

For the Capacity factor included in the Statement of Interest of the consultant's submittal and described in the SOI/WP Preparation Instructions for Consultants, the prime firm must show, for the prime firm or any member of its team, capacity in the following disciplines: CE-Civil Engineering; EN – Environmental Engineer, GE – Geotechnical Engineering.

The Town of Crested will administer this design effort in coordination with the GWSD and CDOT access permit requirements. The Town anticipates that the compensation format on this contract will be a lump sum format.

The Town will only accept a digital (pdf) file of your proposal. Please email pdf documents to: Connor Beard (cbeard@crestedbutte-co.gov). Dropbox (or similar) links will be acceptable due to potential file size limits with email. Connor Beard will reply with a "received" email once files have been received. If the consultant does not receive this reply within 4 hours of submitting it, please follow up with Connor.

Please refer to Proposal and Submittal Requirements to ensure compliance with the page and exhibit limits for the sections of your submittal. Submit all copies of the proposal by the due date and time as stated in the "Invitation for Consultant Services." By submitting a proposal on this project, the consultant is deemed to agree to the process described herein.

## **TENTATIVE RFP SCHEDULE**

RFP Advertisement .....	April 17, 2025
Pre-Proposal Meeting.....	April 30, 2025
Question Period Deadline.....	May 7, 2025
Town Responses/Addenda Posted Online.....	May 12, 2025
Proposal Submission Deadline .....	May 21, 2025
Contract Approval / Execution (Town Council) .....	Tentative June 2, 2025
Project Completion .....	December 12, 2025

The Town reserves the right to amend, by addendum or addenda to this RFP prior to the date set for receipt of the submission of proposals. If an addendum is necessary for this proposal, it will be placed on the Town website on or before **May 12, 2025**. It shall be the responsibility of the interested consulting firms to obtain all addenda from the Town's website. Parties obtaining bid information from any other sources do so with the understanding the information may be incomplete, outdated, inaccurate, or unreliable therefor should only be used for informational purposes.

The Town of Crested Butte assumes no obligation of any kind for expenses incurred by any respondent to this solicitation. The Town reserves the right to reject any and all bids and to waive any informalities and irregularities therein. All proposals should be assumed to be public record.

The Town of Crested Butte will notify firms selected for interviews by electronic email. Please include the primary point of contact email address in your cover letter.

## **CONSULTANT ACCEPTANCE OF THIS RFP**

By submitting a proposal in response to this RFP, the Consultant accepts all of the conditions described in this RFP and agrees to abide by all final decisions made by the Town. Consultants who wish to propose, but do not fully accept the conditions outlined in the Service Agreement shall do so at risk of the proposal's rejection. Exceptions to the conditions shall be clearly outlined with alternative language proposed in the Consultant's written questions submitted prior to the written question deadline noted above.

If you have any questions/comments, please contact the Project Manager, Connor Beard, by email at [cbeard@crestedbutte-co.gov](mailto:cbeard@crestedbutte-co.gov) or by phone at (970) 349-5338 Ext. 122.

Connor Beard  
Public Works Operations Manager  
Town of Crested Butte

## **TECHNICAL QUALIFICATIONS PROPOSAL SUBMITTAL REQUIREMENTS**

The following is a general description to aid interested consultants in preparing the RFP. The general outline and content should be followed. **However, the discussion of the specific elements should be determined by your interpretation of the specific project.** The listed elements are presented to help you determine the discussion content. The selection committee will evaluate your interpretation of the most important factors to address for this project within the page limits to arrive at its rating for you.

Limit the TOTAL LENGTH of the core proposal to ten (10) pages maximum, which does not include cover letter, index and/or table of contents, front and back covers, title page, separation tabs, and/or key staff resumes (keep resumes to 1 page each, maximum). Use of figures, photographs, or other graphics within the page constraints indicated is up to the discretion of the consultant. Up to two (2) 11"x17" pages may be included in the proposal, to be included in the ten page maximum. The Town cannot guarantee review of voluminous firm-specific or other information contained as an appendix. The qualified firm's proposal shall include at a *minimum* the following information:

### **COVER OR INTRODUCTORY LETTER**

Address the cover or introductory letter to:

Connor Beard  
Email [cbeard@crestedbutte-co.gov](mailto:cbeard@crestedbutte-co.gov)  
Public Works Operations Manager  
Department of Public Works  
Town of Crested Butte  
507 Maroon Avenue, PO Box 39  
Crested Butte, CO 81224

Include the following elements of information in the letter as a minimum:

- Statement that the firm is prequalified with CDOT and the firm's prequalification expiration date and the firm's ability to complete CDOT's cost plus fixed fee worksheet.
- Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
- Name, email address, and telephone number of the individual to contact regarding their submittal.
- Town of Crested Butte requires an original signature, by a representative of the firm fully authorized to submit proposals and sign contracts on the firm's behalf. The letter shall include a statement to that effect.
- Acknowledgement of all addenda issued.

### **STATEMENT OF QUALIFICATIONS**

- General firm information including both local and firm-wide resources pertinent to this project
- Local or similar experience and qualifications and brief description of transportation related project experience

- Identify experience with FHWA and CDOT projects
- List of licenses and professional certifications
- Location of key project personnel and availability

## **PROJECT TEAM**

- (1) Identify:
  - (a) Project Principal
  - (b) Project Manager
  - (c) Key Staff
  - (d) Sub-consultants
- (2) Present a brief discussion regarding how the team's qualifications and experience relate to this project.
- (3) Include the following:
  - (a) Principal's level of involvement in the project
  - (b) Qualifications and relevant individual experience of prime and sub-consultant team members
  - (c) Experience on local or similar projects as a team
  - (d) Commitment of time and availability of key staff members over the next 24 months.
  - (e) Unique knowledge of team members related to project
  - (f) Length of time with the firm for each key team member
- (4) A project team organization chart may be included in the optional section.

## **FIRM CAPABILITY**

- Address the firm's size and the disciplines of technical staff
- Indicate the consultant and sub-consultants' availability to do the project concurrent with existing and projected workloads
- Outline computer software availability and its compatibility with Town and CDOT software. AutoCAD should be the primary drafting software for this project.
- Consider including the following:
  - (a) Graphs depicting firm's capacity to do the project
  - (b) Information on the sub-consultant's role
  - (c) The sub-consultant function and integration into the team
  - (d) Match of personnel to the existing and future work load

## **PAST PERFORMANCE ON SIMILAR PROJECTS OR SIMILAR TEAMS:**

- List *three* relevant past projects with similar size and scope completed within the past five years with CDOT and/or Gunnison County or another equivalent agency fitting the project description.
- These projects should demonstrate the experience of the project team
- Demonstrate your firm's or team's ability to do the following for projects listed above:
  - a. Control engineering and construction costs
  - b. Quality Assurance/Quality Control Plan
  - c. Meet schedules



d. Provide quality work

- Include a name, telephone number, and email address of the owner's Project Manager for every project listed.
- Describe your firm's role for all the projects listed above.
- The descriptions should include whether the project was completed on time and within budget per the original schedule and budget; any discrepancies should be explained.

## **WORK PLAN and SCOPE OF SERVICES**

Approach to completing the Scope of Services contained within this RFP, and any additional anticipated issues and proposed strategies for addressing the issues based on additional insight, capabilities or perspectives of the consultant. This includes demonstrating familiarity with federal, state and local agency guidelines, policies and procedures, addressing coordination with the public and other entities and defining project milestones, including project meetings and workshops.

Any tasks identified in this RFP that the firm believes can be excluded shall be identified with a detailed explanation. Further, any tasks a firm believes will be critical to the success of the project should be included and fully explained.

## **PRELIMINARY SCHEDULE**

Attach a schedule detailing project milestones and tasks to achieve and meet the indicated deadlines. If the schedule does not generally meet what is outlined in this RFP, please include an explanation.

All material submitted regarding this RFP becomes the property of the Town of Crested Butte and will only be returned to the proposer at the Town's option. The Town of Crested Butte has the right to use any or all ideas presented in reply to this RFP. Disqualification of proposer does not eliminate this right. Proposers shall assume the document will become public record.

The Selection Committee will score the firms based on their RFP submittals. The RFP will be scored based on the attached Evaluation Criteria.

The Town reserves the right to obtain financial data or other supplemental information concerning the firm and/or its proposed sub-consultants.

## **TECHNICAL QUALIFICATIONS PROPOSAL SCOPE OF SERVICES**

The Town of Crested Butte is seeking consulting and engineering services of qualified professional engineering firms for advancing the “CO135 & Red Lady Avenue Roundabout Design and Right-of-Way” project consistent with the requirements of CDOT’s Access Permit No. 324095. The selected consultant will be tasked with advancing the concepts presented in the “Crested Butte Transportation Mobility Plan (TMP), the Gunnison County Comprehensive Safety Action (CSAP), and the Town’s Purpose and Need Statement” to roughly 60% design and assist in identifying and acquiring necessary Right-of-Way (ROW) in order to advance project’s future construction. The project is located approximately 1,000 feet north of milepost 27 on CO-135, spanning the Town’s boundary with Gunnison County.

CO135 is a Colorado Department of Transportation (CDOT) roadway classified as a Non-Rural-B (NR-B) principal arterial that serves the City of Gunnison, Gunnison County, and the Town of Crested Butte and has been identified as a road which needs improvements to the overall design to help improve traffic operations, safety, connectivity, and mobility for all mode of travel at the intersection. The Town of Crested Butte recently completed and adopted the vision for this intersection in the Town’s TMP and the County’s CSAP to mitigate increases in traffic caused by the Crested Butte Community School’s (CBCS) current expansion and regional traffic growth.

The Town has entered an intergovernmental agreement with the GWSD to equally fund the design of the roundabout and fulfill the requirements of CDOT’s Access Permit No. 324095. Improvements to traffic operations, safety, street connectivity, and aesthetics were identified as improvements necessary to serve future traffic growth in the intersection.

Interested consultants shall review the previously completed TMP, CSAP, the Town’s Purpose and Need Statement, and CDOT’s Access Permit No. 324095 to develop and advance the design of the recommended improvements to a level that can adequately identify necessary ROW acquisition and utility relocations.

The future construction of the five-legged, single-lane roundabout will be funded by a previously awarded FHWA’s SS4A Implementation Grant and a local match. The selected consultant shall evaluate the available budget, Town priorities, recommended project phasing, and work to advance plans to the necessary level to acquire needed ROW. Selected consultants shall lead the Town through property acquisitions and negotiations.

Note, the current intersection concept anticipates additional ROW needs from the Town of Crested Butte, where the Town will quitclaim the property to CDOT. **See the attached conceptual design of the intersection and its potential property impacts.** It is the Town of Crested Butte’s expectation that the 60% design of the roundabout should be able to avoid property impacts on property owned by ESC Crested Butte LLC (the Old Town Inn).

The consultant shall also coordinate with Utility companies to relocate utilities necessary to construct the vision of the intersection. The selected Consultant shall partner with Town staff in conducting public outreach consistent with the Crested Butte Community Compass’s decision-making framework.

The intent of the project is to develop preliminary designs that will not only begin to bring the vision for the CO135 and Red Lady Avenue roundabout to life, but to also provide necessary data to acquire needed ROW.

The selected consultant will be expected to review the Town of Crested Butte Comprehensive

Plan (the Community Compass), the Town's TMP, the CBCS's Traffic Impact Statement (TIS), the Gunnison County's CSAP, the Town's Purpose and Need Statement, and CDOT's Access Permit No. 324095 and update existing traffic analysis/study (as necessary) to develop the next level of engineering design at the intersection. The project's Purpose and Need Statement aims to achieve four key objectives:

- Reduce Traffic Congestion & Improve Efficiency – Enhancing the intersection should improve regional access and egress for CBCS and surrounding neighborhoods, easing congestion.
- Extend the Operational Life of the CO-135/Sixth Street Corridor – Distributing regional traffic onto Crested Butte's local streets, rather than concentrating it at the Elk Avenue and CO-135 intersection, would enhance the CO135 corridor capacity and efficiency.
- Enhance Safety for All Travel Modes – The improvements would lower travel speeds, reduce vehicle conflicts, increase pedestrian and cyclist visibility, and minimize their exposure to traffic.
- Enhance Aesthetics – As the southern gateway to Crested Butte, the intersection would be designed to reflect the town's unique historic character.

The Town anticipates the consultant will need to take the approximately ten to fifteen percent (10-15%) design level shown in Town's TMP and Purpose and Need Statement to about sixty percent (60%) level. The level of design is what CDOT and FHWA will require to participate in ROW acquisition and to confidently purchase all ROW, or transition properties to CDOT ownership necessary to advance plans to final design and construction without further acquisitions.

The scope of services for the CO135 and Red Lady Avenue Roundabout Design and Right-of-Way Project generally include:

- Evaluate major utility conflicts such as high-pressure gas, transmission lines, storm and waste water, and other conflicts;
- Perform design level topographic and right-of-way survey;
- Develop/Review existing right-of-way boundary and create adjacent property ownership exhibit;
- Prepare 60% design plans (priority given to areas identified for ROW acquisition)
- Work with the Town of Crested Butte staff in conducting a public input process consistent with the Crested Butte Community Compass's decision-making framework;
- Negotiate and acquire ROW (or transfer Town property) to CDOT property ownership;
- Preliminary design of the intersection improvements including, but not limited to:
  - Development of 60% intersection design;
  - Necessary final reports;
  - Right of way requirements;
  - Engineer's estimates for construction and final design costs and schedule.
- Add/Alternate Task - Conduct and document necessary environmental analysis to meet the FHWA scoping requirements to be eligible for the previously awarded federal monies from the FHWA's SS4A Implementation Grant.

The Town and County have submitted a FHWA Colorado Division Environmental Scoping Form (attached) for FHWA review and approval. Currently the Town is seeking a Simple Documented CatEx Level of analysis. The Add/Alternate Task will be

requested to respond to FHWA's review and response of the Town's and County's submittal.

### **DESIGN AND CONSTRUCTION STANDARDS**

All design and construction shall be done in accordance with the latest edition of the applicable standards including, but not limited to, the following:

- CDOT Project Development Manual
- CDOT M & S Standards
- Manual on Uniform Traffic Control Devices
- Americans with Disabilities Act Accessibility Guidelines. U.S. Department of Justice, United States Access Board
- Town of Crested Butte Criteria for Design and Construction

### **AGENCIES AND INTERESTED STAKEHOLDERS**

- Town of Crested Butte
  - Public Works Department
  - Parks Recreation Open Space and Trails (PROST) Department
  - Community Development Department
- Gunnison Watershed School District
- Colorado Department of Transportation (CDOT)
- Gunnison County Roadway and Bridges Division
- Gunnison Valley Regional Transportation Authority (RTA)
- Mountain Express Transit
- Utility companies
- Nearby businesses & local chamber of commerce
- Residents of nearby neighborhoods
- Trappers Crossing Homeowners Association

The consultant will work closely with the Town of Crested Butte Project Manager to perform the work necessary to create design plans, cost estimates, reports, engineering and environmental memo, and ROW plans for this project based on standard CDOT and Town formats. Electronic drawing files submitted to the Town shall be in a both .pdf and .dwg format.

The project is anticipated to include the following tasks as outlined below and described in further detail below. It is expected that the top selected consultant will hold a final scoping and scheduling meeting with the Town staff prior to finalizing the contract.

## **I. GENERAL SERVICES AND PROJECT MANAGEMENT**

As a part of their project management plan, the consultant will, at a minimum, regularly schedule meetings and coordinate with Town staff, project team, and, all appropriate entities outside of the Town; identify and facilitate milestone meetings, FIR & FOR, workshop(s), and public meeting(s); and submit monthly schedule, budget, and project status reports. Status reports shall be submitted electronically. Schedules shall be prepared and submitted in pdf format. The consultant shall be prepared to navigate CDOT Access Permit No. 324095 requirements and make recommendations to the Town as to what will be required or recommended for preparing preliminary plans.

### **1. PROJECT MANAGEMENT PLAN**

The consultant will prepare and submit for approval a Project Management Plan (PMP) to include, at a minimum, the following elements:

- Scope
- Budget

- Environmental clearance requirements (Add/Alternate Task)
- Permitting requirements anticipated
- Outside agency coordination
- Resident/Business Meetings
- Public Outreach
- Project schedule
- Project meetings
- Quality Assurance/Quality Control (QA/QC) plan

## 2. PROJECT COORDINATION/MEETINGS

The consultant's project manager will coordinate with the Town's project team, the consultant's team, and outside entities regarding the project. The first step in project coordination will be to engage the Project Management Team (PMT) that shall be formed during this contract, and develop a list of stakeholders. Coordination will occur within the PMT and Stakeholder groups as discussed below:

1. **INITIAL PROJECT MEETINGS** - The consultant will be required to coordinate and attend the initial scoping meeting. This meeting will include the consultants and their subconsultants, Town staff (including Public Works, PROST, and Community Development), GWSD Staff, and CDOT staff. The consultant will be required to attend and manage the initial project kickoff meeting.
2. **PROGRESS MEETINGS** - At minimum, monthly meetings will be conducted with the Project Management Team (PMT) at the Town, or virtually. The Consultant shall demonstrate ability to host meetings virtually. At these meetings, the team will review the tasks completed, the tasks planned, discuss the schedule and make key decisions. At a minimum, the PMT is expected to include: Town and GWSD decision-making staff, CDOT Staff (as necessary), consultant discipline leads as needed, and sub consultants as needed.

Action items will be tracked, and a list will be kept with each agenda. This list will denote who is responsible, when action is needed, and whether or not the action item is completed. Conference calls will also be used to provide project management updates.

These Progress Meetings will be used to coordinate and track the work effort and resolve problems. The meetings will review the following:

- Activities required to be completed since the last meeting
- Problems encountered and effectiveness of previous meeting
- Activities required to be completed by the next meeting
- Solutions proposed for unresolved and anticipated issues
- Coordination and Information or items required from other agencies and stakeholders

3. **STAKEHOLDER MEETINGS** - Stakeholder meetings will occur after the monthly PMT meetings, or as needed, to obtain input from stakeholders on project elements. Stakeholders will also be invited to attend the review meetings for milestone submittals. Action items will be tracked and a list will be kept with each agenda. This list will denote who is responsible, when action is needed, and whether or not the action item is completed. At a minimum, these meetings are to include: Town staff, GWSD staff, CDOT staff (as necessary), consultant PM, RTD, businesses, residents, discipline leads, and subconsultants, as needed.

4. **AGENCY AND STAKEHOLDER COORDINATION** - The consultant shall conduct independent coordination meetings, as needed with the affected agencies and stakeholders for project development and success. These agencies could include but are not limited to; those listed in the Stakeholder Meetings section above as well as FHWA and other potential permitting authorities and agencies.
5. **DESIGN REVIEW, AND ISSUE AND/OR COMMENT RESOLUTION MEETINGS** - The consultant shall coordinate and attend meetings with Town, agencies, or other stakeholder reviewers and/or decision-makers as needed to present designs and/or issues, and to seek resolution of comments and issues. These meetings shall include consultant PM, discipline leads, and subconsultants as needed. At a minimum, the Consultant shall plan on the following types and intervals of such meetings:
  - Access Permit No. 324095 Kick-off
  - Screening Criteria
  - Town Council Meetings
  - Design development meetings
  - Maintenance agency/entity reviews
  - Pre-submittal Meetings
  - Utility Coordination Meetings
  - ROW acquisition meetings

The Consultant shall coordinate with the Town's project manager or designee for meeting logistics and coordination requirements and make recommendations to align, combine, and/or overlap meetings as applicable to maintain efficiency.

The Consultant shall obtain written concept approval from partner agencies prior to proceeding with the design and ROW acquisition plans.

6. **PUBLIC MEETINGS/COORDINATION** - In coordination with the Town's Project Manager and Town Community Development staff, the consultant shall provide presentation material and support staff and assist in public outreach and engagement meetings as follows:
  - Project information for the Town's Compass Navigation website
  - Public information communications campaign and/or meeting near the start of the project intended to disseminate information about the project and its process, as well as provide ongoing project progress information to the public and representatives of local agencies.
    - Potential follow up small group meetings with adjacent neighborhood residents and other key stakeholders affected by the project. General public review feedback survey and meeting(s) that may include a workshop and/or community meeting/open house at the 30% design stage to receive input/feedback on the project, as well as a potential follow up small group meetings with adjacent neighborhood residents and other key stakeholders affected by the project. Town staff will coordinate logistics and promotion of meetings including, location, format, communication aids and equipment, beverages, staging and documenting and summarizing any input, concerns, and feedback gathered at such meetings. Consultant is expected to coordinate on content and agendas.
7. **COMMUNICATION AIDS** - The Consultant shall provide graphic support using displays, exhibits, and write-ups for public meetings and for updating project information on the Town's web and social media pages. The Town's Community

Development department will update the project web page. The information presented will be reviewed and approved by the project management staff and communication department prior to posting on the project web page. Consultant shall be familiar with the Town of Crested Butte's "Compass Navigation" platform.

8. **RIGHT-OF-WAY AND EASEMENT ACQUISITION SUPPORT SERVICES** - Consultant shall evaluate ROW/Easement needs as the project progresses. Effort should be made to modify designs when practical and agreed upon to avoid the need for property acquisition. However, designs should look to achieve the recommended function as identified in the TMP, the CSAP, and the Town's Purpose and Need Statement. ROW and/or easements acquisition will be acquired with this project and the selected consultant must show experience in negotiating and acquiring property as required by CDOT and the Town of Crested Butte.

The selected consultant shall be able to demonstrate familiarity with the acquisition process and how those could impact future funding and budgets. These support services shall include all appropriate site investigations, ownership documentation research (including acquiring title commitments and reflecting appropriate property ownership and interest information), coordination, ROW plan development, CDOT and FHWA clearances, property owner meeting attendance, exhibit development, legal descriptions, and technical support, as necessary.

## **II. DATA COLLECTION**

The Consultant shall review files and documentation from the TMP, the CSAP, and the CBCS TIS and perform necessary due diligence and data collection to create both the 60% preliminary design plans and the Right-of-Way plans. Utilities shall be located and evaluated for final location and determine if additional easements and ROW are necessary for those relocations.

1. **TOPOGRAPHIC SURVEY** - Field survey information shall meet the requirements of the Town of Crested Butte. (Benchmarks and Survey Control Drawings). Topographic mapping shall include contours at 1-foot intervals. The selected consultant shall review existing topographic survey from the Town and make recommendations for additional data collection as needed to update.
2. **RIGHT-OF-WAY AND OWNERSHIP RESEARCH** - Consultant shall research existing right-of-way information such as locating existing property corners, county records, and best available information. This information will be used to identify potential property acquisitions for the project. This information shall be depicted onto the plans as appropriate to evaluate impacts.
3. The consultant will research county records of current rights-of-way and ownership lines covering the alternative routes. The Consultant will prepare an Ownership Map showing owner of record, site address, owner address and assessor's parcel number.
4. **UTILITY LOCATES AND SUBSURFACE UTILITY ENGINEERING (SUE)**  
The Consultant shall propose and recommend the amount of utility investigations necessary in sufficiently evaluating existing utility conflicts and advancing utility designs to the 60% level.

All existing underground and overhead utilities within the proposed survey area shall be clearly marked. The Consultant shall, if necessary, provide a Subsurface Utility Engineering (SUE) plan that outlines the process for accurately locating (both

horizontally and vertically) ALL below ground utilities. The consultant shall coordinate with utility companies regarding future plans they may have for additional utilities within the intersection.

The consultant shall contact and coordinate with all utility providers within the project intersection. Consultant shall provide Quality Level appropriate for preliminary design and intersection study consistent with ASCE 38-02 standards for the entire intersection. The consultant shall locate ALL utilities within the intersection. This includes ALL active and abandoned utilities. Utility test hole locations shall be of a frequency to accurately depict a 3D model of both above ground and below ground facilities. Utility locates will be coordinated and conducted for the project during the field survey phase.

The Town, Gunnison County and CDOT reserve the right to increase, reduce, or eliminate the quality level based on the development of the project.

The consultant shall be prepared to evaluate and make recommendations for potential major utility conflicts and demonstrate prior experience in coordinating with various agencies.

5. TRAFFIC - Consultant shall be prepared to utilize and review current traffic studies and analysis and shall collect all necessary traffic data to update traffic analysis within the limits of the intersection. This should include, but not be limited to, intersection analysis, turning movement counts, daily traffic volumes, vehicle classifications, speed data, peak hour counts, accident data, future traffic projections for vehicles, pedestrians, and bicycle traffic. The projections should be for current, 2030, 2035, and another future TBD year.

The Consultant shall have experience with facilitating and modifying speeds on State Highways with the intent to reduce speeds within and the north of the intersection through design and context. The Town seeks to justify CO135/Sixth Street north of the intersection be 15mph, where currently it is posted 25mph.

6. DRAINAGE - The selected consultant shall perform a review of existing runoff and drainage patterns to assist in preparing preliminary drainage analysis and make recommendations for water quality and detention ponds and outfalls. The selected consultant shall also perform preliminary designs and evaluate runoff and make recommendations on inlet frequency, capacity, and storm conveyance.

The Consultant shall review and recommend drainage requirements for proposed underpass locations.

The Consultant shall prepare a preliminary drainage report that will lay the framework for final design and analysis.

7. PREVIOUS PLANS AND STUDIES - Confirm commitments/approaches from previous studies or plans.

### **III. ENVIRONMENTAL CLEARANCE (Add/Alternate Task)**

The selected Consultant shall coordinate with CDOT and Town staff to review FHWA's responses to the Town's and County's submitted FHWA Colorado Division Environmental Scoping Form (attached) and outline a scope of work to be eligible for the previously awarded federal monies from the FHWA's SS4A Implementation Grant.

This project is federally funded through previously awarded SS4A Implementation Grant funds and local match. If necessary, the Consultant shall obtain Environmental clearances as



required by FHWA and associated agencies to address mitigation requirements as necessary for federally funded projects.

The consultant will be responsible for preparing any necessary documents in accordance with the requirements of the current federal and state environmental regulations including the NEPA. For NEPA documentation the project may qualify as a Categorical Exclusion (Cat Ex). The environmental clearance work as required by FHWA to enable the Town to obtain environmental clearance from the Colorado Department of Transportation and is anticipating utilizing CDOT Form 128 or other forms of documentation as necessary. The environmental clearance shall be completed before finalization of the design plans.

**It should be noted that it is the intent of the Town to streamline any environmental clearances to the maximum extent possible.** The Consultant shall also coordinate with the project team, CDOT and FHWA as necessary, to help supplement the Town clearances and documents needed for the project.

All necessary documents shall be in CDOT's format and presented to CDOT for review and submittal to FHWA for all applicable clearances, permits and mitigation requirements.

#### **IV. PRELIMINARY DESIGN (FOR - 60%)**

The Preliminary Design effort will utilize the information gathered during the Data Collection phase of the project and incorporate the newly established vision for the intersection. The selected consultant will advance the 10-15% preliminary designs from the TMP and CSAP to approximately 60% level or as required to acquire necessary ROW.

Prior to getting to the 60% design level, the consultants shall be prepared to submit Field Inspection Review (FIR) plans. The consultant shall coordinate with CDOT Local Agency staff, regional staff, and Town staff.

It will be the responsibility of the Consultant to advise the Town as to the anticipated tasks beyond those detailed in this RFP, to create a successful preliminary design for the project. Should the consultant believe additional preliminary designs tasks are needed beyond what has been scoped in this RFP; the Consultant shall include that detail in the written proposal.

The preliminary plans (60%) are to adhere to CDOT and Town standards and may include: title sheet, typical sections, general notes, survey control and ownership plans, sidewalk and drainage plans, utility plans, underpass concepts, plaza plans, roadway plans, and signing and striping plans.

Selected consultant shall evaluate underground utility locations and review for conflicts and create preliminary designs and recommendations for necessary relocations.

Consultant shall evaluate and size necessary storm water and water quality conveyance, detention, and outfall.

Thought must be given to project funding and sequencing and take into consideration that not all improvements may be design/constructed at the same time and could be years apart.

1. **PRELIMINARY DESIGN PLANS** - The consultant shall prepare all preliminary design documentation including plans, details, quantities and reports necessary to develop a preliminary cost estimate and preliminary plans for the vision of the intersection. A submittal of plans, cost estimate, and construction schedule shall be submitted to the Town. The Consultant shall assume that no recommended improvements will be constructed at the same time.

2. **RIGHT-OF-WAY PLANS** - The Consultant shall analyze the required right-of-way for the ultimate design configuration and prepare right-of-way plans necessary for the recommended acquisitions anticipated with this contract.
3. **PRELIMINARY REPORTS** – The Consultant shall provide preliminary reports to include preliminary drainage to include storm conveyance, detention, and water quality recommendations. Other report include:
  - Traffic impact study
  - Utility impact report
  - Others necessary for successful project delivery
4. **COORDINATION OF DESIGN** - The consultant shall coordinate design as needed with the Town's designated project management team and CDOT. The consultant shall ensure the design is in compliance with all Federal, state, and Town requirements.
5. **DRAINAGE** - The consultant shall coordinate with Town of Crested Butte staff and coordinate any necessary maintenance agreements. The Consultant shall prepare a preliminary drainage report in accordance with the jurisdictional authority indicating the required improvements for the preferred alternative.
6. **QUANTITIES AND COST ESTIMATES** - A detailed engineer's opinion of probable construction and acquisition costs shall be provided for the preliminary design.

## **V. RIGHT OF WAY ACQUISITION**

Once preliminary design has reached a point of confidence, the selected consultant shall begin the work necessary to acquire identified properties to complete the vision established in the TMP and CSAP. The Town of Crested Butte anticipates the only property impact will be on Town-owned parcels. It is the intention of the Town to quit claiming property needed to CDOT.

If property not owned by the Town of Crested Butte, final negotiations and securing the property for ROW, permanent easements, and construction easements, shall be led by the Consultant to finalize ROW Plans and obtain CDOT ROW clearances and acquisition settlements is anticipated including providing exhibits, final legal descriptions, meeting attendance and technical support.

Right-of-Way acquisitions must follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). Interested consultants should show thorough knowledge and experience in acquiring properties. Consultants shall be familiar with Chapter 8 of the CDOT Right of Way Manual.

## **VI. ADDITIONAL SERVICES**

As authorized in writing by the Town of Crested Butte's Project Manager, Consultant shall coordinate, support and perform any further services or assignments as needed and requested by the Town for the project, contingent upon additional fee, contract budget reallocations, and/or project funding negotiations. These services could include unforeseen and currently unidentified scope of services including but not limited to: additional agency coordination meetings, environmental clearance and permit efforts.

**EXHIBIT A**

Project Map





**EXHIBIT B**

Conceptual Property Impacts



## **TECHNICAL QUALIFICATIONS PROPOSAL EVALUATION CRITERIA**

Technical qualification proposals will be evaluated on the criteria listed below. The selection committee will review each firm's approach to ascertain their understanding of the project and issues to ensure that a proper effort will be devoted to the project, and to entertain the firm's special perspective on approach, techniques, and work efforts.

1. **STATEMENT OF QUALIFICATIONS**: Exhibited strength of firm to complete this project based on the information provided in the proposal including Project Manager; project management structure; QA/QC program; technical discipline leads, including support project engineers and other professional staff; sub-consultants; and location (s) of key personnel, including sub-consultants. Firm shall acknowledge they are capable of meeting the insurance requirements outlined in the Design Services Agreement. A sample agreement is included in this solicitation.
2. **PROJECT UNDERSTANDING AND APPROACH**: Project approach and scope of work, including demonstrated understanding of technical and non-technical issues associated with the project, understanding of the Town Community Compass and its Decision-Making Framework, the TMP, the project's Purpose and Need Statement, and CDOT's Access Permit No. 324095, Town policies and procedures, demonstrated familiarity with Federal, State and Local Agency guidelines and value added by the firm's proposed approach and schedule. Includes demonstrated understanding of permitting and institutional requirements. Firms should indicate experience with running Federal and State Aid projects.
3. **PRIOR PROJECT EXPERIENCE**: Firms should list relevant projects and include a record of past performance. If projects were not on-time and on-budget it should be clearly indicated as to why.
4. **PROJECT SCHEDULE**: Firms should provide an initial project schedule based on the information provide in the RFP. Should firms wish to include (or exclude) additional tasks not identified in the proposal, it should be clearly indicated in the project understanding and approach.
5. **OVERALL QUALITY**: Firms will be graded on the clarity and quality of the proposal along with the ability to follow the directions of the RFP including the overall quality, readability and responsiveness of the proposal and adherence to submittal requirements.

**Note:** The team of key personnel presented in the proposal shall work on the project until completion. Any substitute of personnel shall require the approval, in writing, of the Town. Personnel changes shall only be considered for valid reasons such as an employee leaving the firm, major illness or accident. Only persons as well qualified as the proposed individual shall be approved.

Proposals will be evaluated based on the following criteria:

**1. Statement of Qualifications:**

- a. Qualifications of firm, project team and personnel: 20 points
- b. Firm's QA/QC program: 5 points

**Subtotal: 25 points**

**2. Project Understanding and Approach:**

- a. Project understanding and approach: 30 points
- b. Understanding of project permitting and institutional requirements: 5 points

**Subtotal: 35 points**

**3. Prior Project Experience:**

- a. Experience and performance of the project team/firm on similar projects: 15 points
- b. Project delivery history for time and budget: 5 points

**Subtotal: 20 points**

**4. Project Schedule:**

**Subtotal: 10 points**

**5. Overall Quality:**

**Subtotal: 10 points**

**TOTAL: 100 points**

## **SELECTION PROCESS**

This RFP is being solicited under a multi-step procurement procedure consisting of three phases generally described below:

Phase 1: All interested consultants must submit a proposal addressing those items in this solicitation. The Selection Committee will evaluate each proposal based on the evaluation criteria outlined in this section to create a short list of consultants to be further evaluated in the next phase. Only those consultants who are placed on the short list will be considered during the second phase. The Town will typically invite two or three consulting firms to interview in phase two. However, the Town reserves the right to waive the second phase interview requirements and enter directly into Phase 3 with the top ranked firm.

Phase 2: During the second phase all those firms that the Town has notified of being placed on the short list for further evaluation will be required to participate in an interview. This interview will be held on-site at the Town of Crested Butte with a conference room to be selected at a later date. The interview could be scheduled as soon as one week after the completion of the evaluations in Phase 1. The firm that is selected as the top ranked firm will then enter into Phase 3 with the Town.

Phase 3: The top ranked firm shall begin the negotiation process for award of the contract. Within 10 days of being notified of being the top-ranked firm the consultant shall schedule the Design Scoping Review Meeting (DSR) with CDOT staff and the Town and submit the following:

- Draft of the Detailed Scope of Work (SOW)
- Draft Detailed Project Schedule
- Price Proposal, including rate sheets for all staff by title

The detailed SOW shall include a detailed breakdown by tasks and sub tasks that shows the services that will be required to complete the project, including any tasks not previously identified in the RFP.

The detailed project schedule should directly correspond to the proposed SOW and be in bar chart format showing tasks and sub tasks from the beginning to end, including key milestones.

The detailed price proposal shall include all tasks and sub tasks shown in the SOW with estimated hours to perform the work with enough detail including team member title and rates that should be reflected in the agreed upon rate sheet.

The consultant shall be prepared to discuss the scope and schedule during the DSR.

Should the Town be unable to reach an agreement with the top-ranked firm the Town will initiate negotiations with the second-ranked firm. This process will continue until a satisfactory contract is negotiated, or the Town exercises its right to reject all.

## **TECHNICAL QUALIFACTIONS PROPOSAL SPECIAL CONDITIONS**

The following are special conditions to the RFP and contract:

Consultant Responsibility for Proposal Costs: The Town is not liable for any costs incurred by any consultant associated with the preparation of the proposal, the negotiation of the contract, or for services prior to the award of the Agreement. Submitted proposals shall be assumed to be public record.

Sample Agreement: Included in this RFP is a sample Agreement for Professional Services used by the Town. Consultants shall review this agreement – no changes to this agreement will be allowed without written Town attorney approval. The Consultant shall verify the Town's current insurance requirements and ensure compliance.

Subletting of Contract: Subletting of the contract is strictly prohibited without prior written approval of the Town.



## **APPENDIX A: SAMPLE AGREEMENT**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_ by and between the TOWN OF CRESTED BUTTE, COLORADO, a Colorado municipal corporation (the "Town"), and \_\_\_\_\_ ("Contractor").

WHEREAS, the Town desires that Contractor perform the services of \_\_\_\_\_ as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as Exhibit A; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Services.** The Town agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference ("Services"), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

2. **Compensation.** The Town agrees to pay Contractor a sum not to exceed \$\_\_\_\_\_, as adjusted to reflect the deletion by the Town of any of the Services set forth in Exhibit A. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. **Term.** The Term of this Agreement shall be from the date first written above until \_\_\_\_\_, unless extended by written agreement of the parties.

4. **Outside Support Services and Sub-Contractor.** Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.

5. **Ownership of Instruments of Service.** The Town acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Contractor.

6. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

7. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. **Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

8. Insurance Requirements.

a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

c. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

(ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason

of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

- d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as **Exhibit B** and incorporated herein by reference.
- e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance as **Exhibit C**.
- f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. Generally.

(i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least

sixty (60) calendar days prior to the effective date of termination.

- b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

12. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Crested Butte Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

13. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

14. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

15. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Chaffee, State of Colorado.

16. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

17. Assignability. Contractor shall not assign this Agreement without the Town's prior written consent.

18. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

19. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.



ATTEST:

\_\_\_\_\_  
Town Clerk

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS' COMPENSATION LAW AND  
ACKNOWLEDGEMENT OF  
RISK/HOLD HARMLESS AGREEMENT**



**EXHIBIT C**  
**CERTIFICATE OF INSURANCE**

**APPENDIX B: FHWA COLORADO DIVISION ENVIRONMENTAL SCOPING FORM**

# FHWA Colorado Division Environmental Scoping Form

## Brush Creek and Red Lady Roundabouts – 3/19/25

City Please provide:

- ✓ a written description of the project, including all major project elements
- ✓ a project map showing approximate extent of physical impact.

In the table below, please delete the indicators that do not apply, leaving on the relevant one.

Indicator Definitions:

**Lead Team Member** - “**Recipient**” indicates that staff of the recipient of the grant or federal funds will be responsible for investigation and/or documentation. “**FHWA**” indicates that FHWA’s Colorado Division staff will be responsible for investigation and/or documentation. “**Consultant**” indicates that the consultant team will be responsible for investigation and/or documentation. Please note one person may be responsible for investigation while another is responsible for documentation. Include team member’s name and firm (if applicable).

For analysis and documentation- “**None**” indicates that the resource is not expected to existing the area or there clearly are no impacts to the resource. “**Brief**” indicates that the resource is not present or is present but will not be impacted. “**Some**” indicates that the resource is present and may be impacted; further investigation and coordination will be required. “**Full**” indicates that the resource will be impacted and may require mitigation; further investigation and coordination will be required. “**Completed**” indicates that the analysis has been completed as part of another study and will be summarized in this study.

**Comments** – Briefly describe what is currently known about this resource, if any agency concurrence or approval is required, and if any coordination has already been completed. For “**None**” resources, clearly describe why the resource will not be affected.

TOPICS	CONSIDERATIONS
NEPA Document	Lead team member- Consultant
	Level of analysis and documentation required- Simple Documented CatEx
	Comments- Preliminary CatEx number § 771.117(c)(27)
Air Quality	Lead team member- Recipient
	Level of analysis and documentation required- Brief
	Comments- By boosting traffic efficiency and fostering a mode shift to low and no emissions transportation options including walking, biking, and bus transit, these safety interventions will reduce vehicle miles travelled and their associated GHG and air pollution emissions. In July 2021, Gunnison County adopted the Gunnison Valley Climate Action Plan, with the goal of achieving a 50% emissions reduction by 2030 from the 2015 baseline. According to the plan, 29% of all county emissions come from surface transportation. The plan prioritizes investments into bus transit and pedestrian and bike infrastructure to lower transportation emissions. In alignment with these goals, this project will install the two new roundabouts at congested intersections, boosting traffic efficiency to lower fuel consumption and emissions. According to the Insurance Institute for Highway Safety, “installing roundabouts in place of traffic signals or stop signs has been found to reduce carbon monoxide emissions by 15%-45%, nitrous oxide emissions by 21%-44%, carbon dioxide emissions by 23%-34% and hydrocarbon emissions by 0%-40% (Hu et al., 2014; Várhelyi, 2002).” The new pedestrian underpass, bus pullouts, and sidewalks and crossing infrastructure will accelerate a mode shift to walking, biking, and bus transit by increasing safety, accessibility, and comfort. Replacing vehicle trips with these lower emissions travel options for both shorter trips within Gunnison and Crested Butte, and longer trips up and down SH 135, will also help to lower transportation sector emissions, especially as GVRTA and Mountain Express increasingly use low and no emissions fuels and vehicles. These transit improvements are also fostering more efficient land-use for this rural community – the roundabout, pedestrian underpass, and bus pullouts, along with the Whetstone affordable housing development, will transform the SH 135 and Brush Creek area into a higher-density transit-oriented development that prioritizes low-carbon transportation and will serve as a model for the rest of this rural community to follow.
Archaeology	Lead team member- Recipient
	Level of analysis and documentation required- Brief

**FHWA Colorado Division Environmental Scoping Form**  
**Brush Creek and Red Lady Roundabouts – 3/19/25**

TOPICS	CONSIDERATIONS
	<p><b>Comments-</b> Brush Creek Roundabout footprint is located in an existing road prism and in upland meadows and cattle grazing fields. The Red Lady Roundabout area of potential effect is located in an existing road prism, maintained open space, and upland meadow. If any areas of interest are encountered, work will stop and a specialist will be called in to assess the findings.</p>
Bicycle and Pedestrian Facilities	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> Brief
	<p><b>Comments-</b> Detours for multi-modal users will follow the MUTCD and PROWAG best practices. There are multiple alternate routes that will allow users to bypass the work safely and efficiently.</p>
Environmental Justice/Equity	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> Brief
	<p><b>Comments-</b> The Safety Action Plan conducted an Equity Analysis to identify locations frequented by disadvantaged community members and determine how to design and implement safety inventions to facilitate safe access to these destinations. Gunnison County as a whole is a rural community with a very low population density of just 5.2 people per square mile, compared to 93.8 for the United States. Many residents face long drive times on rural highways and roads to reach everyday destination including housing, jobs, schools, community spaces, and recreation destinations, exposing them to safety risks due to the high-speed traffic, undivided roadways, and lack of lane and roadway departure prevention measures on SH 135, and the harsh winter weather of this mountainous region. Low and moderate income residents face greater safety challenges as their drive times and exposure to these risk factors is elevated due to the affordable housing crisis (Section 1.3) which increasingly forces lower-income workers to live further from employment centers. The equity analysis identifies over 1,000 lower-income jobs (under \$20/hour) along the SH 135 corridor for this county of 16,918 people. Other equity-related destinations along and near the SH 135 corridor include eight schools, 13 bus stops, two food pantries, and critical community centers including the Crested Butte Arts Center, Crested Butte Library, Gunnison County Library, and Boomers &amp; Beyond Senior Citizen Center. The interventions proposed are informed by the need to facilitate easy and safe access to these equity-related destination for all users, but especially lower-income, disabled, senior, and youth populations of this rural county. Safety improvements along SH 135 will benefit commuting workers and rural residents outside of population centers. The roundabout and pedestrian underpass at SH 135 and Brush Creek Road will serve the predominantly low and moderate income disadvantaged residents of the new 255-unit Whetstone affordable housing development, with a particular focus on serving transit riders. The roundabout at SH 135 and Red Lady Avenue will boost safety for children and families accessing the Crested Butte Community school, as well as commuting workers traveling to jobs in Crested Butte.</p>
Farmlands	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> Some
	<p><b>Comments-</b> Brush Creek Roundabout footprint is located in an existing road prism and in upland meadows and cattle grazing fields. According to <a href="#">SSURGO mapping</a>, the north leg of the SH 135 may be in Farmland of Statewide Importance along the Slate River valley. The Red Lady Roundabout area of potential effect is located in an existing road prism, maintained open space, and upland meadow. According to <a href="#">SSURGO mapping</a>, the Red Lady Roundabout is in mapped Farmland of Statewide Importance; however, the extent of this classification is within nearly all of the Town of Crested Butte.</p>
Floodplains	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> Brief
	<p><b>Comments-</b> Floodplain map attached. The Red Lady roundabout appears to be outside of the 100-year floodplain according to the attached FIRM. A small portion of the roadway improvements on the northern leg of CO-135 of the Brush Creek roundabout may be located within the 100-year floodplain.</p>
Freight	<b>Lead team member-</b> Recipient

**FHWA Colorado Division Environmental Scoping Form**  
**Brush Creek and Red Lady Roundabouts – 3/19/25**

TOPICS	CONSIDERATIONS
	<b>Level of analysis and documentation required-</b> Brief <b>Comments-</b> The project does not impact freight because it is not a designated through route for freight.
<b>Greenhouse Gases</b>	<b>Lead team member-</b> Recipient <b>Level of analysis and documentation required-</b> Brief <b>Comments-</b> By boosting traffic efficiency and fostering a mode shift to low and no emissions transportation options including walking, biking, and bus transit, these safety interventions will reduce vehicle miles travelled and their associated GHG and air pollution emissions. In July 2021, Gunnison County adopted the Gunnison Valley Climate Action Plan, with the goal of achieving a 50% emissions reduction by 2030 from the 2015 baseline. According to the plan, 29% of all county emissions come from surface transportation. The plan prioritizes investments into bus transit and pedestrian and bike infrastructure to lower transportation emissions. In alignment with these goals, this project will install the three new roundabouts at congested intersections, boosting traffic efficiency to lower fuel consumption and emissions. According to the Insurance Institute for Highway Safety, “installing roundabouts in place of traffic signals or stop signs has been found to reduce carbon monoxide emissions by 15%-45%, nitrous oxide emissions by 21%-44%, carbon dioxide emissions by 23%-34% and hydrocarbon emissions by 0%-40% (Hu et al., 2014; Várhelyi, 2002).” The new pedestrian underpass, bus pullouts, and sidewalks and crossing infrastructure will accelerate a mode shift to walking, biking, and bus transit by increasing safety, accessibility, and comfort. Replacing vehicle trips with these lower emissions travel options for both shorter trips within Gunnison and Crested Butte, and longer trips up and down SH 135, will also help to lower transportation sector emissions, especially as GVRTA and Mountain Express increasingly use low and no emissions fuels and vehicles. These transit improvements are also fostering more efficient land-use for this rural community – the roundabout, pedestrian underpass, and bus pullouts, along with the Whetstone affordable housing development, will transform the SH 135 and Brush Creek area into a higher-density transit-oriented development that prioritizes low-carbon transportation and will serve as a model for the rest of this rural community to follow.
<b>Hazardous / Solid Wastes</b>	<b>Lead team member-</b> Recipient <b>Level of analysis and documentation required-</b> Some <b>Comments-</b> The evaluation will include Hazardous Materials report for hazardous materials within 0.5 miles of the roundabout locations.
<b>Historic Resources</b>	<b>Lead team member-</b> Recipient <b>Level of analysis and documentation required-</b> Some <b>Comments-</b> The Brush Creek Roundabout does not appear to have a direct impact to named agricultural ditches or any existing structures. The Red Lady Roundabout is located within the Town of Crested Butte, a Certified Local Government with a designated Historic Preservation Officer. The Town recently completed a Historic Preservation Master Plan, partially funded by a State of Colorado Historic Fund Mini Grant. The State Historic Preservation Office reviewed and approved the Plan. The Town has a registered National Historic District, representing structures built in the Period of Significance between 1880-1952. The plan is recommending the Town seek a second Period of Significance for structures built between 1961 and 1984. Over the last twenty years, the Town has conducted four historic building surveys. The Red Lady Roundabout does have a direct impact to named agricultural ditches or any existing historic or historically eligible structures. A map of the Town's National Historic District (1880-1952) and eligible structures for the recommended second period of significance is attached.
<b>Land Use</b>	<b>Lead team member-</b> Recipient <b>Level of analysis and documentation required-</b> Brief <b>Comments-</b> The project supports the construction of an adjacent parcel into deed restricted housing. There is no detrimental effect to any known or proposed land use changes.
	<b>Lead team member-</b> FHWA

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TOPICS	CONSIDERATIONS
Native American Consultation	<b>Level of analysis and documentation required-</b> Brief
	<b>Comments-</b> FHWA will perform this outreach
Noise	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> None
	<b>Comments-</b> The Roundabouts are classified as a Type III project under 23 CFR 772, which outlines requirements for noise studies. A noise analysis is not required for this project classification.
Noxious Weeds	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> Brief
	<b>Comments-</b> Project will follow state reseeding requirements and treatment guidelines.
Paleontology	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> Brief
	<b>Comments-</b> This project is in a previously impacted area, on or surrounding CO135. If any areas of interest are encountered, work will stop and a specialist will be called in to assess the findings.
Public Involvement	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> Brief
	<b>Comments-</b> The Brush Creek and Red Lady Roundabouts are an infrastructure recommendation of the Gunnison Valley Comprehensive Safety Action Plan. This was led by Gunnison County (population 16,918) in partnership with the City of Gunnison (population 6,794) and the Town of Crested Butte (population 1,654). At the outset of the planning effort, a steering committee was established with representation from each jurisdiction who met on a biweekly basis to ensure progress. Furthermore, the Red Lady roundabout was a recommendation of the Town's Transportation Mobility Plan (TMP) from three alternative intersection configurations. The Crested Butte Town Council approved the TMP after a robust community engagement effort which included over 1,700 unique participants, seven meetings with a 15-member advisory committee, numerous public engagement opportunities, and a combination of six study sessions and public hearings with Town Council. The Town's Board of Zoning and Architecture Review and the Colorado Department of Transportation approved the roundabout as the preferred traffic mitigation measure for the Crested Butte Community School's expansion after a traffic impact statement was reviewed and two design review committee meeting and two public hearings.
Recreation	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> Brief
	<b>Comments-</b> The project will have a positive impact on recreation because there will be intentional access created, where currently the antiquated stop-controlled intersection does not provide any access. The Roundabouts will have at grade or below grade crossings, signage, and slow traffic that all have a positive impact on recreationalists. The roundabouts serve municipal, county, and federal access to public lands where recreation occurs. Gunnison County is primarily a recreation economy and any improvement to safety and accessibility will have outsized positive impacts. While the Red Lady roundabout will require slivers of property from the Crested Butte Community Park and the Red Lady Open Space, there will be no negative impact on recreational activities. Both of these property slivers are located in the road prism and serve roadway needs. Specifically, the Community Park sliver functions as a buffer between the road's travel lanes and sidewalk. The Red Lady Open Space property sliver functions as stormwater drainage for the roadway.
Right of Way/ Property Acquisition	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> Some
	<b>Comments-</b> ROW acquisitions for both the Red Lady Roundabout will and the Brush Creek Roundabout will be completed pursuant to the Uniform Act.

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TOPICS	CONSIDERATIONS
Section 4(f)	Lead team member- FHWA?
	Level of analysis and documentation required- Brief
	<p><b>Comments-</b> Section 4(f) resources such as parks, recreation, wildlife refuges, and historic sites are not anticipated to be impacted by the proposed Brush Creek Roundabouts. The Red Lady Roundabout has minimal impacts. The proposed Red Lady Roundabout was vetted with the community through a robust analysis during the Town's TMP and the alternative was found to best meet the purpose and need of the project. See attached the Purpose and Need. The project requires small slivers of property from the Crested Butte Community Park and the Red Lady Open Space. Neither of the needed portions of those properties were acquired, nor improved, through the use of public funds intended for park, recreation, or open space use. Furthermore, the needed portions of these property slivers are located in the road prism and serve roadway needs. Specifically, the needed Community Park sliver functions as a buffer between the road's travel lanes and sidewalk. The needed sliver property from the Red Lady Open Space functions as stormwater drainage for the roadway. The Red Lady Open Space was acquired by the Town of Crested Butte, from Trappers Crossing LTD via general warranty deed 424615 for \$10 after it was annexation through Ordinance 20 Series 1990 (687143). The Town Park sliver is a part of Block 49 of the original Town Plat. The block was owned by the Railroad from 1880-1954. The Colorado Department of Highways acquired Block 49 when the original SH 135 was constructed. The highway department then quitclaimed the portions of Block 49 outside of the needed ROW to Gunnison County, also in 1954. In 1996, Gunnison County Quitclaimed the property to the Town of Crested Butte for the construction of the Crested Butte Center of the Arts. The Quitclaim deed state "for public use". A copy of 1996 Quitclaim Deed is attached.</p>
Section 6(f)	Lead team member- FHWA
	Level of analysis and documentation required- Brief
	<p><b>Comments-</b> The project will review the Colorado Department of Transportation's database of properties acquired by the Land and Water Conservation Fund.</p>
Socioeconomics	Lead team member- Recipient
	Level of analysis and documentation required- None
	<p><b>Comments-</b> The existing uses to the east of SH 135 along Brush Creek Road will be paired with new development on the west side of Brush Creek Road in the form of the 255-unit Whetstone development. The combination of apartments, townhomes, and live/work units will address the critical need for affordable housing units for the Valley; 80% of units will be deed restricted. This community will dramatically increase the volume of side street traffic at the intersection and increase the need for safer vehicle mergers, transit utilization and pedestrian crossings at SH 135. Currently, there is no pedestrian crossing anywhere at the intersection. Pedestrians and bicyclists must make a dangerous dash across the busy highway, which also lacks lightning. Existing GVRTA bus stops are located on either side of SH 135, but the lack of safe crossing infrastructure makes them difficult to reach. With the massive population increase brought by the Whetstone development, roadway safety improvements are a critical need to ensure safety and accessibility for all roadway users, but especially pedestrians, bicyclists, and transit riders. These roadway safety improvements are essential to move the \$130 million development along which will provide critical relief for the affordable housing crisis. Whetstone needs supportive infrastructure like transportation improvements to start in order to continue moving ahead, particularly for the extension of utilities to the site. Among the many reasons for Red Lady Roundabout is that it was identified as the preferred traffic mitigation for the expansion of the Crested Butte Community School. An access permit with an improvement to the intersection was required by the Colorado Department of Transportation because the proposed expansion of the school generated more than 10% of the traffic in the peak hour utilizing the intersection. Crested Butte Community School is a K-12 public school, serving the Town of Crested Butte, the Town of Mt Crested Butte and the unincorporated areas of the North Gunnison Valley. After reviewing the project's Traffic Impact Assessment, the Town's Board of Zoning and Architectural Review and the Colorado Department of Transportation followed the recommendation of the Town's TMP and required the Roundabout be constructed to mitigate the traffic impact of the school's expansion and growth in regional traffic.</p>



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TOPICS	CONSIDERATIONS
Stormwater/Water Quality	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> None
	<b>Comments-</b> This project is not in an MS4 location in the state of Colorado, construction best practices and state specifications will be followed during construction.
Threatened and Endangered Species	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> Some
	<b>Comments-</b> According to the iPac website accessed March 18, 2025; there are 11 listed Threatened and Endangered Species that may occur in the project area. A biological evaluation and assessment will consider if there is suitable habitat in the project area and any potential direct, indirect, and cumulative impacts to listed species at time of review. This evaluation will also consider potential impacts to Bald and Golden Eagles pursuant to the Bald and Golden Eagle Protection Act. Surveying and best management practices will be considered in accordance with the Migratory Bird Protection Act.
Transportation	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> None
	<b>Comments-</b> The Red Lady Roundabout will improve the traffic Level of Service by improving access to the Crested Butte Community School, which experiences delays during peak Average Daily Traffic hours and will also extend the operation life of the SH 135 intersections with Belleview and Elk Avenues by increasing the connectivity to the Town of Crested Butte's local street network. The Brush Creek Roundabout will improve the Level of Service at the existing Brush Creek intersection and enhance safety for left turn movements onto SH 135. Both roundabouts will include multi-modal improvements that will reduce conflicts and enhance safety for all modes of traffic.
Utilities	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> Some
	<b>Comments-</b> Power, electric, gas, sewer, water, and telecom are in the area of this project. Collaboration and coordination will occur to limit or eliminate service disruptions related to the project.
Vegetation	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> Brief
	<b>Comments-</b> Vegetation will be reestablished following state reseeding requirements and treatment guidelines. Neither project disturbs virgin earth or removes more than grasses and shrubs.
Visual/Aesthetics	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> Brief
	<b>Comments-</b> The projects will result in a visually acceptable road project. There may be the addition of long-term statues to the center of the roundabout based on public input. The aesthetics will be maintained long-term by the appropriate party.
Wetlands and other Waters of the US	<b>Lead team member-</b> Recipient
	<b>Level of analysis and documentation required-</b> Some
	<b>Comments-</b> The Brush Creek Roundabout area of potential effect is in close proximity to Brush Creek, a WUS, where paving and curb and gutter improvements are shown at northern leg of the roundabout at SH 135. The Brush Creek Roundabout does not include improvements to the SH 135 bridge at Brush Creek. The Brush Creek Roundabout footprint is located in an existing road prism and in upland meadows and cattle grazing fields. The Red Lady Roundabout area of potential effect is located in an existing road prism, maintained open space, and upland meadow.
	<b>Lead team member-</b> Recipient



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TOPICS	CONSIDERATIONS
Wildlife / Fisheries	<b>Level of analysis and documentation required-</b> Brief
	<b>Comments-</b> Fisheries will not be impacted and projects are in areas currently impacted by similar uses. The projects will consult with CPW about animal migration and concerns. Any state regulation or specification will be followed.

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## **APPENDIX C: ADDITIONAL SUPPORTING DOCUMENTS**

The following link includes access to documents referenced in this RFP:

 [Red Lady Roundabout RFP Appendix Documents](#)