

## **Addendum: Answers to Lake Creek Village RFP Questions Received by 4/13**

### **1. Can you provide more information on the electric charger(s) at this location?**

On-route charging is called out in the existing 30% design plans and is a component of the transit-specific elements included in this project. This is not an element specifically called out as a requirement for this RFP, however, if your firm has expertise in this particular field and wants to call it out in your proposal, you are welcome to include it. Even if the specific type of charger to be used and related infrastructure is not identified, we want to ensure that conduit and any other connecting/related infrastructure is established prior to pouring of concrete, etc., so as to not preclude installation of an electric charging station at a later date.

### **2. Can you provide more information about the specific location requiring work? Will this create issues for the future alignment of Lake Creek Drive?**

The location requiring work is defined in the West Edwards Development Plan Excerpt, available on the Eagle County website. It includes the bus pullout/turnaround, the sawtooth bays, and the 41 parking spaces to the east of the bus stop. Realignment.

### **3. Are there plans to acquire the property from Lake Creek Village apartments, or what is the property situation?**

We have an encroachment agreement with Tralee Capital Partners, signed and recorded Jan 1, 2022. This agreement is available on the Eagle County website.

### **4. "Traffic: Collect Traffic Data and Operations Analysis. Evaluate Auxiliary Turn Lane requirements in accordance with the CDOT State Highway Access Code." This is listed in the RFP - please expand on this.**

None of this is needed for this RFP. Disregard.

### **5. With respect to the schedule, we believe 8-10 months is more realistic given the Scope of work. This assumes CDOT/FHWA coordination is not required with local funds only. Would 8-10 months be acceptable in responding to this RFP.**

Please give your best judgment of an accomplishable timeline using your firm's expertise and understanding of this project.

### **6. Is this project federally funded, or are local funds being used?**

Only local funds will be used for this project.

**7. What time on Thursday April 20 is the proposal due?**

On or before April 20, 2023 (until 11:59pm on April 20).

**8. What are the project limits? From the attached Google Earth overlay it appears Lake Creek Village Drive is being relocated to the north, the existing bus turnaround removed, new concrete pedestrian trail to the south (impacting the 75-foot stream setback), back of existing sidewalk to be match on the east side, and ~100 ft west of the westerly transit stop area access to Lake Village Drive on the west. See attached and clouded area. Please confirm or clarify project limits.**

- a. **Based on the above answer, if the limits are the south edge of existing Lake Creek Village Drive on the north and the north edge of the existing asphalt trail to the south, please confirm that a revised concept plan will be needed to revise the transit stop and parking area to fit within the limits provided? There would be a need to reduce transit stop and or parking area.**

Please refer to the attached page of the *Lake Creek Village Drive Final Conceptual Design and Estimate* document attached on the Eagle County website in conjunction with this RFP. The project is limited to the bus turnaround, the sawtooth bays, the trash pickup and boat launch/trailer turnaround, and the indicated 41 parking spaces.

**9. Has a previous drainage study been completed for Lake Creek Village and/or surrounding area and can it be provided?**

ECO Transit does not have an existing drainage study.

**10. Confirm the project design will require on-site water quality improvements to offset the increased impervious area and provide historic release to the Eagle River.**

The project would have to meet the Eagle County Land Use Regulations standards, which are attached.

**11. The scope of service section lists installation of electric charging stations for electric buses, but the deliverables section does not list electrical sheets. Please clarify whether proposals should include electrical engineering as required for new charging stations.**

On-route charging is called out in the existing 30% design plans and is a component of the transit-specific elements included in this project. This is not an element specifically called out as a requirement for this RFP, however, if your firm has expertise in this particular field and wants to call it out in your proposal, you are welcome to include it.

The site design assumes an inverted pantograph charger similar to the one described here: <https://www.proterra.com/wp-content/uploads/2023/03/Schunk-Inverted-Pantograph-Specifications.pdf>. While the specific type of charger to be used and related infrastructure is not yet finalized, we want to ensure that conduit and any other connecting/related infrastructure is established prior to pouring of concrete, etc., so as to not preclude installation of an electric charging station at a later date.

**12. What quantity of charging stations is anticipated? Will they be Type I, II, or III?**

A minimum of one charging station is anticipated, with the potential for an additional station in the future. The site design assumes an inverted pantograph charger similar to the one described here: <https://www.proterra.com/wp-content/uploads/2023/03/Schunk-Inverted-Pantograph-Specifications.pdf>. While the specific type of charger to be used and related infrastructure is not yet finalized, we want to ensure that conduit and any other connecting/related infrastructure is established prior to pouring of concrete, etc., so as to not preclude installation of an electric charging station at a later date.

**13. Should proposals include site lighting design? If so, please describe lighting needs (crosswalks, charging area, bus shelters, etc.)**

Lighting will be required at the bus shelter. All other potential lighting will be determined after further project discussion with stakeholders and the selected proposer.

**14. The RFP refers to the need for CDOT Special Use Permit and Access Permit. Please clarify whether and to what extent CDOT has authority over Lake Creek Village Drive, and whether the project would overlap with CDOT ROW in any portion?**

None of this is needed for this RFP. Disregard.

**15. What funding source would be used to support the project? Specifically, is a significant source of the funding coming from a federal source that would require NEPA clearance (FHWA grants or SRF grants as examples)?**

Design will be completed with local funds. Construction will be funded through a combination of local funds, federal funds obtained through a Congressionally Directed Spending award in FY2022, and other funds to be determined depending on final construction estimates. These may include other State or Federal funds.

**16. Confirm the scope of the Traffic Study. To include turning movement counts at SH 6 and Hillcrest and Hillcrest and Lake Village Drive. Operational analysis and Auxiliary Turn Lane Assessment at both intersections (CDOT Level Two Study). It is assumed if Auxiliary lanes or intersection improvements are required, that work will be added to the project scope at a later date.**

None of this is needed for this RFP. Disregard.

**17. Does the Transit area include a bus shelter (16' x 40') that would require utilities such as electric, communication, water, and sanitary facilities?**

Per the attached page of the *Lake Creek Village Drive Final Conceptual Design and Estimate* document attached on the Eagle County website in conjunction with this RFP, a 16' x 40' shelter is called out in the conceptual design plans. Lighting will be required for the bus shelter; all other potential lighting will be determined after further project discussion with stakeholders and the selected proposer. We do not currently anticipate a need for communication, water, or sanitary connections.

**18. Regarding the existing utility design, does the client want CDOT-related deliverables in the form of a Utility Conflict Matrix, Utility Specification document, and Utility Clearance Letters?**

Utility Conflict Matrix, Utility Specification document, and Utility Clearance Letters would all be welcome with your submission.

**19. Is there a standard quantity of Utility Test Holes (UTHs) AKA potholes for estimating purposes, or is it determined after an initial field investigation is completed? This will help proposers bid on an "apples-to-apples" basis.**

The only utilities we are aware of are called out in the attached *Site Plan Floodplain Manholes* document. It is acceptable to include 10 potholing locations undistributed with the project.

**20. Is there any proposed gravity-fed storm or sanitary lines to be installed for this project that will trigger the requirement for UTHs?**

This will be dependent on final design after further discussion with the selected proposer.

**21. Would the client like the contractor to hold utility coordination meetings with utility owners that will be impacted by utility conflicts from the proposed scope?**

Yes, if necessary.

**22. Does the client have any existing utility mapping records available that can be provided for proposal preparation?**

The only utilities we are aware of are called out in the attached *Site Plan Floodplain Manholes* document.

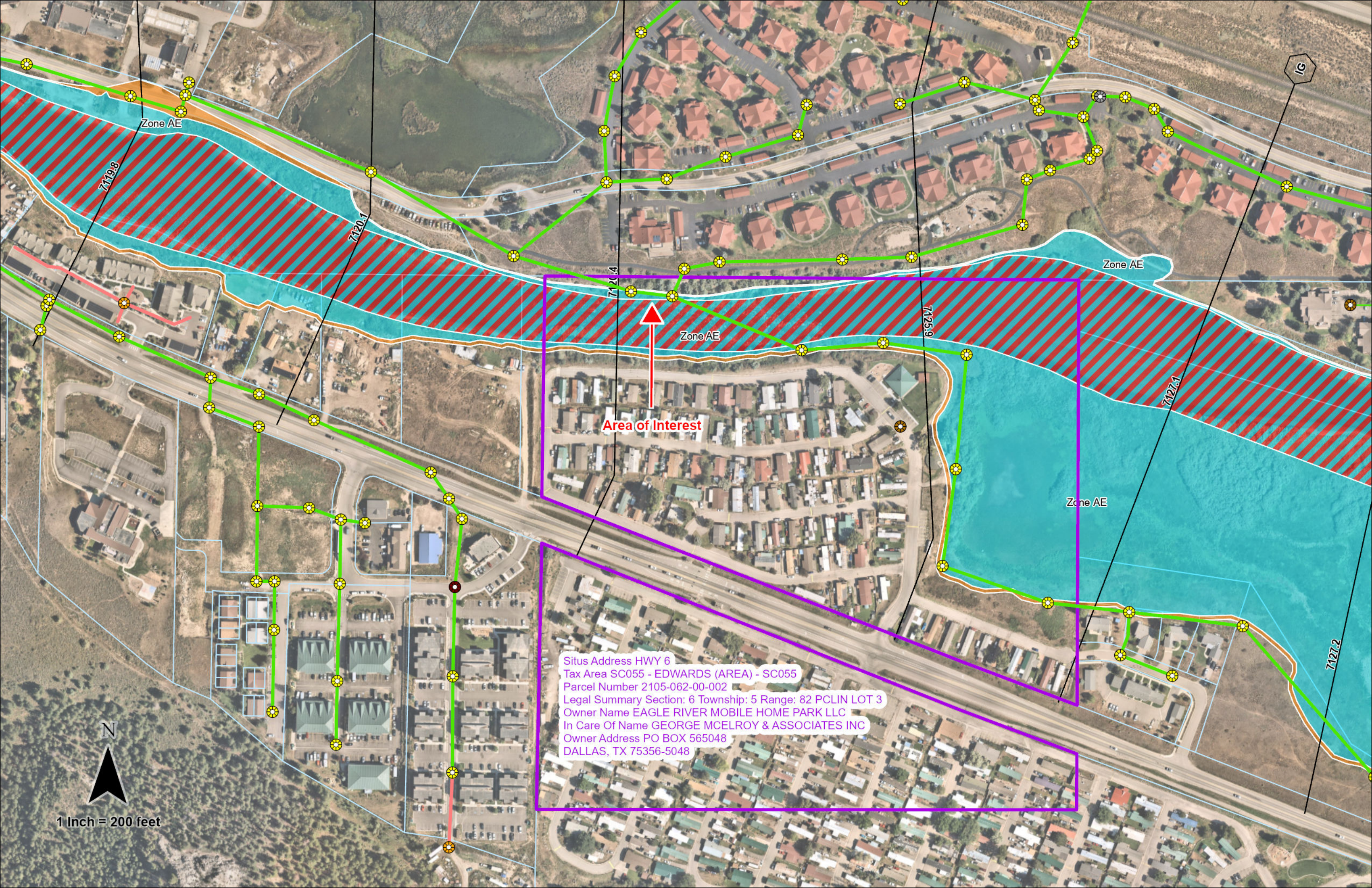
**23. What staff/County meetings, public outreach, etc. are anticipated during design?**

The contractor will be expected to attend bi-weekly project status update meetings with ECO Transit staff/members of the project management team. We anticipate meetings with the utility provider (Holy Cross Energy) and the current landowner, at a minimum, will be necessary. Significant public outreach was included as a component of the West Edwards Transit study that generated the current concept design; however, other public meetings may be necessary as a component of required environmental work if/when it is identified.

**24. Does the County plan to acquire property from the LAKE CREEK VILLAGE APARTMENTS OWNER LLC and/or add area from the existing Eagle County parcel of Tract Z of Cottonwood Filing 1 into the ROW for Lake Creek Village Blvd? Is this why ROW plans are required?**

We have an encroachment agreement with Tralee Capital Partners, signed and recorded Jan 1, 2022. This agreement is available on the Eagle County website.





Area of Interest

Situs Address HWY 6  
Tax Area SC055 - EDWARDS (AREA) - SC055  
Parcel Number 2105-062-00-002  
Legal Summary Section: 6 Township: 5 Range: 82 PCLIN LOT 3  
Owner Name EAGLE RIVER MOBILE HOME PARK LLC  
In Care Of Name GEORGE MCELROY & ASSOCIATES INC  
Owner Address PO BOX 565048  
DALLAS, TX 75356-5048



1 Inch = 200 feet

1. **System Standards.** The irrigation delivery system shall meet minimum delivery requirements for the development and shall encompass the control of wastewater, drainage water, and surface water resulting from irrigation, and shall protect and deliver the water rights of others using the same water source.
  2. **Review.** The irrigation delivery system shall be reviewed and approved by the County Environmental Health Manager, considering how it affects the operation of individual sewage disposal systems on lots within and adjacent to the development. The irrigation delivery system may also be subject to review and approval by the State Engineer.
- C. **Restriction Of Irrigation Methods.** Eagle County may restrict the methods of irrigation to be employed in a development in order to prevent an artificial and detrimental rise of the groundwater table under the subdivided land or adjacent lands.
- D. **Irrigation Ditch Easements.** Irrigation ditch easements shall be provided for all irrigation ditches crossing the proposed development, unless the applicant can prove conclusively that they have been legally abandoned. Irrigation ditch easements shall be of a width equal to the average ditch width plus twenty (20) feet, or as otherwise recommended by the ditch owner and as approved by the Board of County Commissioners.
- E. **Irrigation Ditch Maintenance.** Irrigation ditch owners shall be responsible for the maintenance of the ditch and any attendant structures unless other written agreements are entered into between the applicant and ditch owner. Such agreement(s) shall be filed as part of the final approval documents. Maintenance within the public way shall require the applicant to obtain a "Permit To Construct Within The Public Way Of Eagle County", which is administered by the Eagle County Engineer's Office.

## SECTION 4-650 DRAINAGE STANDARDS

### A. Purpose and Applicability.

1. **Purpose.** Land development, particularly increased impervious surface area, has been shown to degrade water quality and alter natural hydrology. The standards of this section are intended to minimize the likelihood and extent of flooding and environmental damage from uncontrolled urban runoff.
2. **Applicability.** These standards shall apply to any commercial or industrial development, any proposed subdivision or PUD, proposed development within one hundred (100) feet of a water body, and to any other development creating ten thousand (10,000) square feet or more of impervious surface area.

- B. **Standards.** Stormwater runoff from all proposed development shall be managed so as to comply with the following standards: (1) No Direct Discharge; (2) Minimize Directly-Connected Impervious Areas; (3) Detain and Treat Run-off; (4) Conveyance of 100-year Storm Flow; and, (5) Other Techniques. (am 01/04/05)

1. **No Direct Discharge.** Stormwater discharge shall comply with one (1) of the following management options:
  - a. **Vegetated Surface.** Sheetflow across at least one hundred (100) feet of stable, vegetated surface prior to discharge to any natural water body, or flow in one hundred (100) feet of non-erosive grass channels;
  - b. **On Site Treatment.** On-site treatment of stormwater by use of best management practices designed to detain and infiltrate the runoff and approved as part of the Stormwater Control Plan prior to discharge to any natural water body; or (*am0 3/12/02*)
  - c. **Structure.** Discharge to a stormwater conveyance structure, designed to accommodate the projected additional flows from the proposed project, with treatment by a best management practice prior to discharge into any natural water body. (*am 01/04/05*)
  
2. **Minimize Directly-Connected Impervious Areas.** The extent of directly-connected impervious areas shall be minimized by having runoff from fifty (50) percent of all developed impervious surfaces (rooftops, parking lots, sidewalks, etc.) drain over grass buffer strips before reaching stormwater conveyance systems. The fifty (50) percent requirement may be reduced if the outflow from the grass filter strip is directed to other stormwater treatment methods.
  - a. **Examples.** Examples of other potential techniques to be used in conjunction with grass buffer strips are: infiltration devices; constructed wetlands; sand filters; replacing curb and gutter systems with low velocity grass lined swales; and, over-sizing swales, ditches and culvert crossing (such as driveway intersections) to provide additional detention storage.
  - b. **Slope.** The maximum allowable slope for developed land surfaces that drain to grass buffer strips is ten (10) percent. The slope of the vegetative buffer strip itself should be no greater than five (5) percent and should be of a uniform gradient to insure evenly distributed sheet flows. Terracing and retaining wall construction may be required if necessary to maintain allowable slopes.
  - c. **Formula.** The design width, or distance along the sheet flow direction, shall be the greater of the following:  
  
width = 8.0 feet  
0.2 L  
  
Where L equals the length of the flow path of the sheet flow over the upstream impervious surface.
  
3. **Detain and Treat Run-off.** Permanent stormwater detention facilities shall be designed to:
  - (a) treat stormwater for pollutant removal;
  - (b) reduce peak flows to historic levels and



minimize extreme flooding; and, (c) prevent erosion of downstream channels. Detention facilities shall be designed to comply with the following standards (*am 1/4/05*):

- a. **Pollutant Removal.** Removal of pollutants shall be accomplished by providing ninety (90) percent trap efficiency for particles 0.005 mm in diameter or larger from the two (2) year, twenty-four (24) hour storm. For drainage from parking lots, vehicle maintenance facilities, or other areas with extensive vehicular use, this standard may require the use of a sand and oil grease trap or similar practice (e.g., constructed wetland, extended detention with no initial release, etc.).
  - b. **Peak Flow Reduction.** Peak flow reduction shall be accomplished by limiting detention pond release rates to historic (undeveloped) peak flows for all storms up to and including the twenty-five (25) year, twenty-four (24) hour design storm. In determining runoff rates, the entire area contributing runoff must be considered, including any off-site contribution. Off-site contributions shall be based on the fully developed potential based upon proposed land uses. To minimize the threat of major property damage or loss of life, all permanent stormwater detention facilities must provide for the safe passage of the one hundred (100) year storm event.
  - c. **Downstream Channels.** Channels downstream from the discharge of stormwater shall be protected from increased channel scour, bank instability, and erosion and sedimentation from the twenty-five (25) year design storm. The use of natural drainage ways as receiving streams is required unless it can be shown that no alternatives to changing natural drainage locations exist.
4. **Conveyance of 100-year Storm Flow.** All applications for any land development listed in Section 4-650.A.2. Applicability, shall include design provisions for the overland conveyance of the post development 100-year storm flows through the site without damage to any public or private property. (*orig 03/12/02*)
  5. **Other Techniques.** Other techniques, not specifically identified, may be considered for implementation subject to the approval of the County Engineer. (*orig 01/04/05*)
- C. **Stormwater Control Plan.** An applicant for any development listed in Section 4-650 A.2., Applicability, shall submit a stormwater control plan prepared by a qualified professional engineer registered in the State of Colorado. The plan shall contain the applicable information as listed in Section 4-665 C., Erosion and Sediment Control Plan, and the following additional information: (*am 01/04/05*)
1. **Calculations.** Hydrologic, hydraulic and all other calculations used to size and design drainage facilities and/or structural best management practices.
  2. **Maintenance.** Maintenance measures for all proposed best management practices shall be identified including access, schedules, costs, and designation of a responsible party.

**ENCROACHMENT LICENSE AGREEMENT**

Style Definition: Default Paragraph Font

**THIS ENCROACHMENT LICENSE AGREEMENT** (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between Eagle County, Colorado, a body corporate and politic, by and through its Board of County Commissioners (together with its successors and assigns, hereinafter "Eagle County") and Lake Creek Village Apartments Owner, LLC, a Delaware limited liability company (hereinafter "Owner").

**WITNESSETH:**

**WHEREAS**, Owner owns the Lake Creek Village Apartments in Edwards, Colorado (hereinafter "Subject Property").

**WHEREAS**, Eagle County operates a public passenger bus service and, in conjunction, has constructed a bus stop facility and appurtenant improvements on the Subject Property at a location shown on the attached Exhibit A (as constructed, hereinafter the "Transit Improvements").

**WHEREAS**, Owner is willing to allow the Transit Improvements on the Subject Property to continue pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the terms and covenants stated herein, the sufficiency of which is hereby acknowledged, Eagle County and Owner agree as follows:

**ENCROACHMENT LICENSE GRANT:**

For the consideration set forth herein, the sufficiency of which is hereby acknowledged, Owner shall allow Eagle County, a non-exclusive encroachment ~~intolicense on~~ license on the Subject Property for the purposes of operating, maintaining and repairing the Transit Improvements for only public passenger bus services ("Encroachment Grant").

The Encroachment Grant set forth in this agreement shall be possessed and enjoyed by Eagle County, so long as the Encroachment Grant shall be used by Eagle County in accordance with the terms and conditions of this Agreement and for the specific purposes stated herein. In the event that Eagle County ceases to use the Encroachment Grant in accordance with the terms and conditions of this Agreement and for the specific purposes stated herein or otherwise fails to comply with any and all of the terms and conditions of this Agreement, this Agreement and the Encroachment Grant may be terminated upon notice by Owner, after giving Eagle County a thirty (30) day right to cure.

The Encroachment Grant set forth in this agreement is non-exclusive and Owner reserves the right to use for itself and to grant for others rights-of-way over, under, across or through the Subject Property, provided that they do not unreasonably interfere with Eagle County's use herein. Owner reserves the right to use and enjoy the premises to the fullest possible extent possible without unreasonable interference with the exercise by Eagle County of the rights granted in this Agreement.

The encroachment of the Transit Improvements onto the Subject Property shall not constitute any relinquishment of the Owner's property rights whether through claims of adverse possession or any other means.

**MAINTENANCE OF THE IMPROVEMENTS:**

Eagle County shall repair ~~and~~, maintain and insure all of the Transit Improvements at Eagle County's sole cost and expense. Eagle County shall cause reasonable and good care to be taken of the Transit Improvements and shall promptly cause to be made all repairs and/or maintenance necessary to keep the same in good and working order and condition.

**INDEMNIFICATION:**

The Owner and all of its past and present officers, directors, commissioners, managers, employees, partners, agents, shareholders, members, trustees, predecessors, successors, subrogees, lenders, and attorneys (~~collectively, the~~ each an "Owner ~~Parties~~Party"), shall incur no liability for any injury or death to any person or damage to property resulting from the construction, use, operation, repair and maintenance of the Transit Improvements, unless arising from gross negligence, willful misconduct or violation of law on the part of an Owner Party.

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Eagle County shall, to the extent permitted by law, and without the County waiving any rights under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et al, indemnify, and save and hold harmless the Owner Parties against all claims and liability for damages, loss or expense caused by any injury or death to any person or damage to property arising out of or resulting from the use of the Transit Improvements described herein, including the negligent acts of Eagle County to the extent that loss or damage results ~~from the use of the Transit Improvements described herein~~ therefrom.

**ENFORCEMENT REMEDIES:**

This Agreement shall be recorded with the Eagle County Clerk and Recorder's Office and all obligations of the parties set forth herein shall constitute ~~eovenants~~ a license running with the Subject Property. Eagle County and Owner agree that this Agreement may be enforced for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado. It is specifically understood that by executing this Agreement both Eagle County and the Owner commit themselves to perform pursuant to these terms contained herein. In the event that an action is brought to enforce this Agreement, the prevailing party shall be awarded from the non-prevailing party the costs and fees incurred by the prevailing party, including reasonable attorneys' fees.

**MISCELLANEOUS:**

This Agreement shall be governed and construed in accordance with the laws of Colorado. Venue for any action arising out of any dispute pertaining to this Agreement shall be in Eagle, Colorado.

This Agreement and the license rights and obligations created hereby shall be binding upon and inure to the benefit of Eagle County and Owner and their respective successors and assigns. Nothing herein expressed or implied is intended or should be construed to confer or give to any

person or entity other than Eagle County or Owner and their respective successors and assigns, any right, remedy or claim under or by reason hereof of by reason of any license, covenant or condition herein contained.

If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction, such portion shall be deemed severable and its invalidity or its unenforceability shall not affect the remaining provisions; such remaining provision shall be fully severable and this Agreement shall be construed and enforced as if such invalid provision had never been inserted into this Agreement.

This Agreement may be amended, modified, or changed in whole or in part only by written agreement duly authorized and executed by both Eagle County and Owner. This Agreement may be terminated by Eagle County upon ninety (90) days' notice to Owner, ~~in which case~~, In the event of termination of this Agreement pursuant to the terms hereof, at the request of Owner, Eagle County shall promptly remove all of the Transit Improvements and put the premises in a reasonably good condition similar to the condition of the surrounding area. This Agreement represents the full and complete understanding of Eagle County and Owner and supersedes any prior agreements, discussions, negotiations, representations or understandings of Eagle County and Owner with respect to the subject matter contained herein.

The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

This ~~Encroachment Easement~~encroachment license is granted subject to ~~prior grants of easements and any other ownership~~ interests of record, as of the recording date hereof. Owner makes no warranties as to the title of the encroachment license rights herein conveyed.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, EAGLE COUNTY and OWNER have executed this Encroachment Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

COUNTY OF EAGLE, STATE  
OF COLORADO

By: \_\_\_\_\_  
Jeff Shroll, County Manager

LAKE CREEK VILLAGE APARTMENTS  
OWNER, LLC, a Delaware limited liability  
company

By: \_\_\_\_\_  
Name and Title

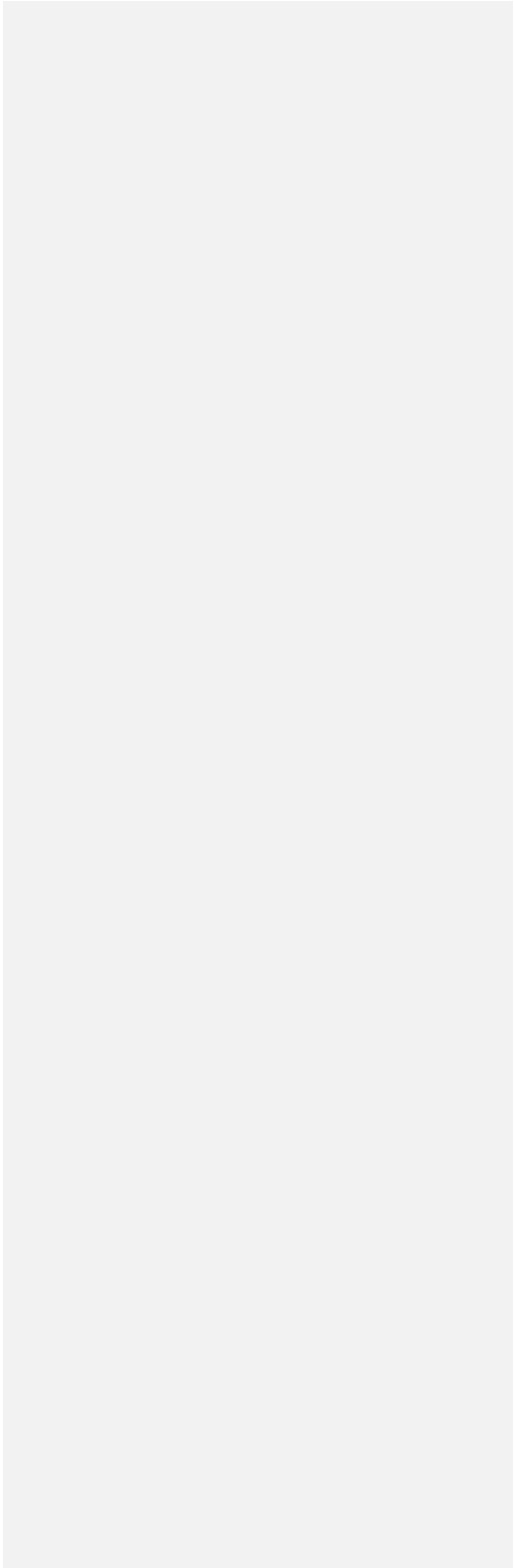
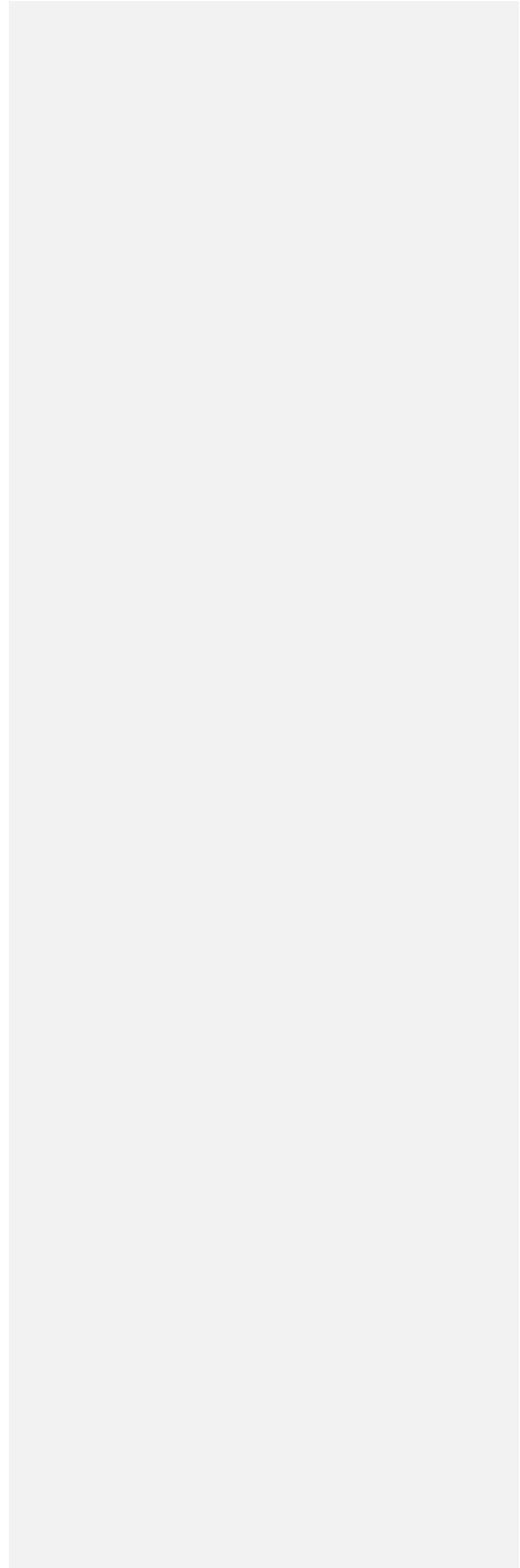
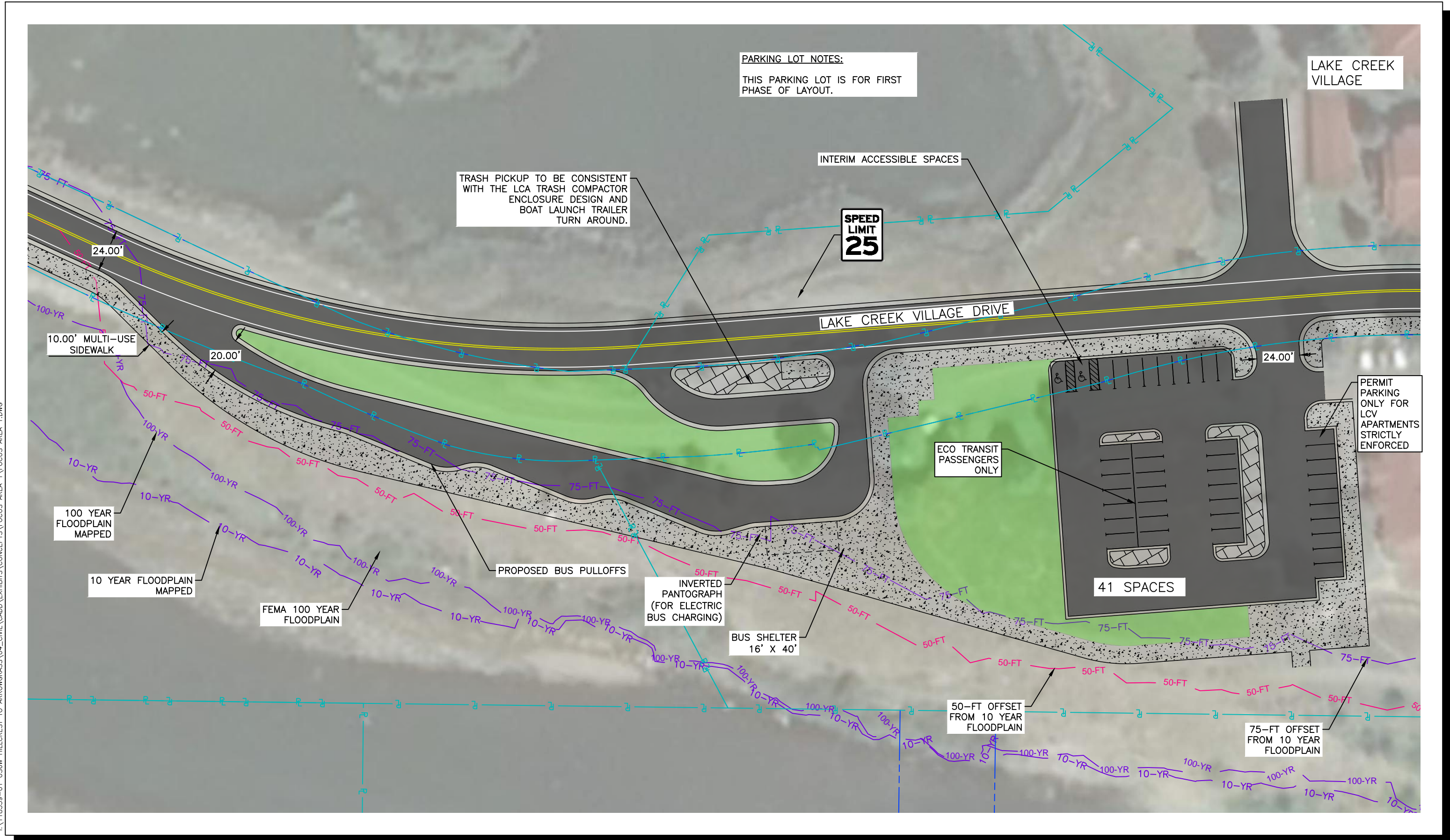


EXHIBIT A





I:\118339-01 US6W HILLCREST TO ARROWGRASS\04\_CIVIL\CADD\EXHIBITS\CONCEPTS\FOCUS AREA 1\FOCUS AREA 1.DWG