

Town of Carbondale, Colorado

REQUEST FOR PROPOSALS FOR PROFESSIONAL CONSULTING SERVICES

Introduction

The Town of Carbondale is soliciting statements of qualifications from qualified consulting firms that have experience and support capabilities to provide planning, public outreach and design services for potential traffic calming and multi-modal improvements to 8th Street in Carbondale, Colorado.

Background and Objectives

In 2016, the Bicycle, Pedestrian and Trails Commission (BPTC) developed a map of bicycle and pedestrian corridors. The map identifies a network of priority corridors, nighttime priority corridors and important future connections on or adjacent to certain streets around Town. 8th Street between Main Street and Village Road has been designated a nighttime priority route. Additionally, the BPTC adopted the following definition of a multi-modal corridor:

“Multi-Modal Corridors (MMCs) are a connected system of streets, pathways and sidewalks on which the needs of all users (regardless of age, ability or mode of transportation) are of equal importance and all users have the same rights to safe and comfortable use.”

8th Street in Carbondale functions as a collector roadway which provides north/south connectivity running generally parallel to State Highway 133 (SH-133). Part of this section of 8th Street goes through a fairly dense residential area with minimal pedestrian or multi-modal infrastructure. Over the years, concerns have been raised related to excessive speed, truck traffic volume, lack of/narrowness of sidewalks and lack of infrastructure for cyclists using the route. The Town of Carbondale would like to solicit and procure the services of a consulting firm that is experienced in the services requested and willing and able to start work on this project immediately upon execution of an agreement with the Town. The limits of the study area will be from Main Street to Village Road on 8th Street. Ideally, work on this project outside of final design of minor improvements for construction in 2020, will be completed by July 1, 2020.

Scope of Services

At the direction of the Town Manager or Public Works Director, the successful firm will provide specified professional services to the Town. Services include, but are not limited to:

- Reviewing the existing rights-of-way (ROW) in the project area (the Town will provide an up-to-date survey of the area including ROW limits.)

- Development of preliminary concepts that would provide traffic calming and improve pedestrian and multi-modal mobility within the context of the BTPC's definition of a Multi-Modal Corridor, as well as taking into account the Comprehensive Plan and other existing documents or plans that impact the 8th Street corridor.
- Provide a thorough and complete public engagement process that will engage both the residents of the area as well as other residents and businesses in town.
- Refine concepts based on input from the public (it is expected that these will be concepts, not fully designed and engineered drawings.)
- Present the refined concepts as well as a summary of the public input process to both the Bike, Pedestrian and Trails Commission and the Board of Trustees.
- It is likely that the budget will not support implementing all of the conceptual improvements at one time. Prepare an implementation plan for conceptual improvements including a phasing plan for the improvements and estimated costs which can be used for future budgeting. If practical based on final concepts, provide final design for minor improvements (\$20,000 or less in expected construction costs) that could be completed in 2020.
- All services shall be performed exclusively in the best interest of the Town, in accordance with all applicable professional, statutory and regulatory standards and codes, and in the most efficient and cost-effective manner practicable.

Required Content of Proposal

The statement of qualifications and the performance data requested should include the following number of items:

1. Name and location of the firm; average number of employees of the firm; the education, training and qualifications of the primary contacts; and other key members of the firm which may be assigned work under the Town agreement.
2. Experience of the firm reflecting technical capabilities, project experience in conjunction with projects of this nature, and addressing the scope of services.
3. A detailed public engagement plan that includes bilingual outreach to the stakeholders (i.e. the neighborhood, businesses, other residents of town, etc.). This plan should include the number and type of proposed meetings as well as other outreach strategies as deemed appropriate. The contents of this plan will weigh heavily in the proposal evaluation process.

4. A schedule showing milestone dates that will demonstrate the proposer's understanding of the process and ability to complete the project in a reasonable timeframe (ideally by July 1, 2020.)
5. The name, organization and phone number of three municipal clients who may be contacted who have worked with the proposed primary contact.
6. Provide a not to exceed cost that provides specific cost details related to the proposed scope of services.
7. Proof of liability insurance and limits.
8. Potential conflict of interest with other clients, if any.

Proposal Submission

Proposals must be received on or before 3:00 PM, January 20, 2020. Entities must allow sufficient delivery time to ensure receipt of the materials by the time and date specified. A complete Proposal packet can be obtained at Town Hall, 511 Colorado Avenue, Carbondale, Colorado 81623. Proposals are to be addressed to:

Kevin Schorzman
Public Works Director
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Five (5) copies of the proposal must be submitted. A duly authorized official(s) of the firm(s) must sign the statement. Consortium, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rest solely with one contractor or legal entity which is not a subsidiary or affiliate with limited resources. Each submittal shall indicate the entity responsible for execution on behalf of the team. Firms or teams will be evaluated, among other things, as to relevant experience, ability to begin and complete the work and feedback from references.

Please include the following:

1. Name and address of the firm responsible for execution of this agreement.
2. Identification of all planners, engineers, architects, designers or consultants assigned to the team.
3. Statement of qualifications for all team members.

4. Listing of current projects and examples of similar projects completed in the last five years.

Rejection of Submissions

The Town reserves the right to reject any or all proposals, to waive informalities and irregularities in the proposals received, and accept any portion of any proposal if deemed in the best interest of the Town.

Ownership of Materials

All materials submitted regarding this RFP become the property of the Town and will only be returned at the option of the Town. Information submitted is subject to the Colorado Open Records Act.

Incurring Cost

The Town is not liable for any cost incurred by entities related to preparation of proposals or prior to executing a contract.

Selection Process

Proposals will be evaluated by the Town based on:

- The competence to perform the services as reflected by education, technical training, general experience, and specific experience in providing the services outlined herein.
- Content and detail of the public education plan.
- The ability to perform the services as reflected by workload and availability of adequate personnel.
- Past performance with consulting services as reflected by past clients with respect to such factors as cost control, quality of work, ability to meet deadlines and addressing problems.
- Overall cost for consulting services.

Professional Services Agreement

The selected Consultant will be required to enter into a Town of Carbondale Standard Professional Services Agreement. See Attachment "A" for an example Professional Agreement.

Proposal Deadline

Five copies of the Proposal for Consulting Services must be received by Monday, January 20, 2020, at 3:00 PM., in the office of Kevin Schorzman, Public Works Director, Town of Carbondale, Colorado, 511 Colorado Avenue, Carbondale, Colorado 81623. A

complete Request for Proposals can be obtained at Town Hall, 511 Colorado Avenue, Carbondale, Colorado 81623.

Inquires

Inquiries can be directed to Kevin Schorzman, Public Works Director at 511 Colorado Avenue, Carbondale, Colorado 81623 or by phone at 970-510-1217 or email at kschorzman@carbondaeco.net .

ATTACHMENT A

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made effective the _____ day of _____, 2020 by and between the TOWN OF CARBONDALE, a Colorado home rule municipal corporation ("Town"), and CONSULTANT a _____ Corporation ("CONSULTANT" or "Consultant").

WHEREAS, after a competitive interview process concerning consulting services with regard to the potential traffic calming and multi-modal improvements on 8th Street, the Town determined to negotiate with Consultant with regard to such Services; and

WHEREAS, the Town now desires to contract with Consultant for, and Consultant desires to perform for the Town, such Services upon the terms and conditions set forth herein.

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

1. Scope of Agreement. Consultant agrees to provide the Services, as more fully identified on Attachment A (Consultant's Proposal), which is incorporated herein by this reference.

2. Town Information. The Town shall provide all public information reasonably requested by Consultant to perform the Services. Consultant may require additional assistance and information from Town staff from time to time, and Town agrees to provide such assistance as may be reasonably requested by Consultant on a timeline that is reasonable based on the Town staff availability.

3. Compensation. The Town agrees to compensate Consultant for its fees and services in an amount not to exceed _____ dollars (\$_____), for the scope of work identified on Attachment A, with compensation and release of Town funds based on deliverables received and outlined within Attachment B (Consultant Project Schedule), which is attached hereto and incorporated herein by this reference. This amount is inclusive of all projected travel time, per diem, etc., and the Town shall not be charged for additional reimbursable expenses or work beyond the scope of services hereunder without separate written agreement thereto.

4. Billing. Consultant shall invoice the Town for deliverables as detailed on Attachment A, and completed as detailed on Attachment B, with each bill to include a list of labor terms and any reimbursable expenses or additional authorized work charges incurred during that billing period. Payments of amounts due shall be made by the Town within thirty (30) days after receipt of each statement and all necessary backup data. Consultant may add late fees of 1.5% per month to charges not timely paid within such thirty (30) day period.

3. Term and Renewal. This Agreement shall be effective as of _____, 2020, and shall extend until completion of the Services, unless earlier terminated pursuant to this Agreement.

4. Status. Consultant is an independent consultant and shall not be considered an employee of the Town for any purpose. Consultant shall be responsible for payment of all federal, state and local taxes as may be associated with amounts paid by Town to Consultant under this Agreement. Neither Consultant nor the Town shall have the right to commit the other beyond the terms of this Agreement without express written agreement of both parties.

5. Standard of Care. The standard of care applicable to Consultant's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services. Consultant will re-perform any services not meeting this standard without additional compensation.

6. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, CLAIMS AND LIABILITIES RELATING TO BODILY INJURY OR PROPERTY DAMAGE), DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY FAILURE BY CONSULTANT OR ITS SUBCONSULTANTS TO PROPERLY PERFORM THE WORK IN ACCORDANCE WITH THIS AGREEMENT, OR THE NEGLIGENCE OR MISCONDUCT OF CONSULTANT OR CONSULTANT'S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONSULTANTS.

7. Insurance. Consultant shall obtain, maintain and provide proof of general liability, automotive liability, professional liability, and worker's compensation insurance to the Town upon execution of this Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Town, but regardless of such acceptance it shall be the responsibility of the Consultant to maintain adequate insurance coverage at all times. The Town shall be named as an additional insured on all such policies.

8. Governmental Immunity/TABOR/Immigration Compliance. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under § 24-10-101, et seq., C.R.S., as amended. This contract is also contingent upon annual budgeting by the Town of Carbondale and it shall not be construed as a multi-year financial obligation of the Town. The Town's obligations shall terminate should it fail to budget funds toward this Agreement after the current fiscal year . Consultant also agrees to be bound by the terms of attached Addendum A as related to

compliance with Colorado immigration laws, which Addendum is incorporated by reference.

9. Employees, Subcontractors and Assignees. The providing of professional services required under paragraph 1 of this Agreement shall be the responsibility of Consultant. Consultant may employ or subcontract with additional persons to assist in the performance of this Agreement, subject to Town approval of each sub-consultant and that sub-consultant's agreement to obtain and maintain insurance coverage equivalent to that maintained by Consultant pursuant to Paragraph 7, above. Supervision and payment of any such persons shall be the sole and exclusive responsibility of Consultant. Notwithstanding the foregoing, however, this Agreement shall not be assigned by Consultant to a third party without the prior express written consent of the Town.

10. Termination. If at any time the Town is dissatisfied with the services of Consultant for any reason whatsoever, the Town may terminate this Agreement effective immediately upon the delivery of written notice to Consultant. In the event of any such termination, the Town shall pay Consultant for services rendered through the date of notice of termination.

11. Notice. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Town: Jay Harrington, Town Manager
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Copy to: Mark Hamilton
Town of Carbondale Attorney
Holland & Hart LLP
600 E. Main St., Suite 104
Aspen, CO 81611

To Consultant:

12. Responsibilities. Consultant shall be responsible for all damages to persons or property caused by Consultant, its employees, sub-consultants or others for whom Consultant is legally liable.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the written 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.

14. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this agreement shall lie in Garfield County, Colorado.

15. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

16. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Consultant, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services as set forth below.

TOWN OF CARBONDALE
A Colorado home rule municipal corporation

By: _____
Dan Richardson, Mayor

ATTEST:

Cathy Derby, Town Clerk

CONSULTANT

By: _____

Town of Carbondale
Addendum A to Professional Services Agreement

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Consultant warrants, represents, acknowledges, and agrees that:

1. Consultant does not knowingly employ or contract with an illegal alien.
2. Consultant shall not knowingly employ or contract with an illegal alien to perform work or enter into a contract with a sub consultant that fails to certify to Consultant that the sub consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
3. Consultant has participated in or attempted to participate in the basic pilot employment confirmation program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, “Basic Pilot Program”) in order to confirm or attempt to confirm the employment eligibility of all employees who are newly hired for employment in the United States. If Consultant is not accepted into the Basic Pilot Program prior to entering into this Agreement, Consultant shall forthwith apply to participate in the Basic Pilot Program and shall submit to the Town written confirmation of such application within five (5) days of the date of this Agreement. Consultant shall continue to apply to participate in the Basic Pilot Program, and shall confirm such application to the Town in writing, every three (3) months until Consultant is accepted or this Agreement is completed, whichever occurs first. This Paragraph 3 shall be null and void if the Basic Pilot Program is discontinued.
4. Consultant shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Consultant obtains actual knowledge that a sub-consultant performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to:
 - (a) Notify the sub consultant and the Town within three (3) days that Consultant has actual knowledge that the sub consultant is employing or contracting with an illegal alien; and
 - (b) Terminate the subcontract with the sub consultant if within three (3) days of receiving the notice required pursuant to this subparagraph the sub consultant does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the sub consultant if during such three (3) days the sub consultant provides information to establish that the sub consultant has not knowingly employed or contracted with an illegal alien.

6. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

7. If Consultant violates this Addendum, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to the Town arising out of said violation.

CONSULTANT

By: _____

Dated: _____