



Town of Carbondale, Colorado

REQUEST FOR PROPOSALS FOR PROFESSIONAL CONSULTING SERVICES FOR A MULTI-MODAL MOBILITY AND ACCESS PLAN

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 plan preparation for a Multi-Modal Mobility and Access Plan (M3AP) for the Town of Carbondale, Colorado.

Background and Objectives

Carbondale has historically been a community that values mobility and access which has been a theme of each Comprehensive Plan and restated in the Town's recent 2022 Comprehensive Plan Update. For many years, the Town has intended to create a bike and pedestrian friendly environment. The first concrete step was the formation of priority corridors in 2013. The Town has undertaken projects since to improve mobility and access, such as the 8th Street project, but has done so project by project without an overarching guide or plan. Since 2013, Carbondale has experienced unprecedented growth which has impacted existing infrastructure and mobility corridors. This growth has impacted the community's ability to move freely and comfortably throughout town. Carbondale continues to face pressure from population growth, increased density and changing demographics which will only further stress the existing infrastructure and impact Carbondale's small-town character and its accessible and connected small-neighborhoods. As such, Carbondale desires to create an integrated multi-modal system to provide guidance for future growth to ensure Carbondale's values and character are preserved and enhanced.

In 2022, the Town updated portions of its Comprehensive Plan. The 2022 Comprehensive Plan Update took place over a 2-year period and involved a significant amount of public outreach and inclusion as well as feedback and input on overarching values and specific action items. Many of these action items are captured in the 2022 Comprehensive Plan's Implementation Matrix. Goal Topic 5 focuses on Multi-Modal Mobility and Access and includes a specific recommendation to develop a Transportation Master Plan. The Multi-

Modal Mobility and Access Goal Topic informs the Town's direction for the M3AP and lays out strategies and actions related to the plan's contents including but not limited to:

- Revisiting the community's long-term vision for multi-modal transportation based on a comprehensive community outreach process.
- Conduct a bicycle and pedestrian facility inventory and identify missing gaps.
- Develop an interconnected, integrated, and safe multi-modal system that is sustainable as Carbondale grows.
- Improve safety and convenience for pedestrians in town with a focus on highway crossings and connectivity between different parts of town.
- Optimize the existing trail network.
- Identify options to enhance First/Last mile connectivity.

Upon completion of the M3AP, the Town desires to use the plan to support town-wide goals and objectives in the following ways:

- Support the Town's vision as a pedestrian and bike friendly community and prepare a framework to communicate and consistently honor that vision.
- Provide a road map to preserve and strengthen Carbondale's pedestrian and bike infrastructure in a rapidly changing environment.
- Support a holistic and transparent approach to transportation planning decision making.
- Position Carbondale well for external funding opportunities.
- Ensure the planning and development process considers pedestrian, bicycle, and transit infrastructure as a critical element.
- Enable Carbondale to proactively preserve its character as an equitable, eco-friendly, socially engaged, small-neighborhood, highly accessible community and to consider this in all growth and development decisions.
- Position Carbondale as a model community in its approach to transportation infrastructure.
- Commit Carbondale to a culture which ensures every individual has full and safe access to schools, neighborhoods, health and wellness facilities, cultural activities, shops, and other essential community resources without reliance on an automobile.
- Inform public relations and community education campaigns to improve understanding of Carbondale's multi-modal objectives, encourage community feedback, and build pride in the town's unique character.

When developing the M3AP, the selected consultant should ensure that components of the plan are consistent with the principals of Complete Streets and Vision Zero as well as the Bike, Pedestrian and Trails Commission's 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.

Components and recommendations of the M3AP should consider equity, sustainability and environmental concerns as well as ease of implementation and integration into the town's building codes, land use and zoning and development approval processes

The town is seeking help to focus these strategies and provide a plan which will guide achievement of Carbondale's multi-modal mobility and access goals.

Scope of Services

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

- Reviewing previously developed plans and incorporating their contents into the M3AP including, but are not limited to:
 - Safe Routes to School - School and Neighborhood Improvements Report
 - State Highway 133 Access Control Plan
 - Town of Carbondale Comprehensive Plan
 - Multiple Traffic Studies which have been completed as part of recent developments
 - Priority Corridors Map
 - Climate Action Plan
- Provide a thorough and complete public engagement process that will engage both the residents and businesses in town throughout the development of the plan. At a minimum, the public engagement process is required to be bilingual and inclusive (English and Spanish)
- Develop a Multi-Modal Mobility and Access Plan that will provide:
 - Analysis of the existing road system and non-motorized bicycle, pedestrian, and trail networks. Recommendations for improvements aligned with the town-wide goals and analysis of the recommended improvements' costs.
 - Evaluation of primary and secondary road and non-motorized bicycle, pedestrian, and trail uses. Analysis of how these uses will be impacted or change due to growth. Recommendations and design alternatives based on current and future uses and gaps which will achieve the town's multi-modal objectives including standardization of design alternatives utilized throughout town.
 - Maps of existing roadways and non-motorized bicycle and pedestrian pathways and trails as well as identified gaps or upgrades consistent with the plan.
 - Native files (e.g., GIS shape files, AutoCAD, Illustrator, InDesign, etc.) shall be utilized for all maps, roadway and non-motorized network classifications.
 - Recommendations related to education and public outreach campaigns associated with the plan or proposed improvements.

- An evaluation of primary traffic generators (pedestrian, bicycle and vehicular) and recommendations to make primary routes to these generators both multi-modal and safe.
- A brief evaluation of transit and First/Last mile alternatives with consideration given to RFTA as the regional transit provider and their long-range plans.
- An evaluation of changing transportation technology and how this might impact Carbondale and its multi-modal objectives.
- Develop a Multi-Modal Mobility and Access Plan that will identify:
 - Pedestrian, bicycle, and vehicular gaps in the town's existing system.
 - Primary and secondary uses of existing roadways and trail networks and how these uses might be changed to accommodate better multi-modal mobility options and new development.
 - Design aspects to be considered based on current primary and secondary uses and how these uses may change.
 - Potential safety improvement projects within the Highway 133 corridor.
- Engage with the Bike, Pedestrian and Trails Commission, Planning and Zoning Commission, and the Board of Trustees to provide updates and request feedback at key points during the plan development.
- 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. Experience with Complete Streets, Vision Zero, and Carbondale's definition of Multi-Modal Corridors.
4. A detailed public engagement plan that includes bilingual outreach to the stakeholders (e.g., businesses, neighborhood groups, residents, Carbondale Age Friendly Community Initiative, 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.

5. 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.
6. The name, organization and phone number of three municipal clients who may be contacted who have worked with the proposed primary contact.
7. Provide a not to exceed cost that provides specific cost details related to the proposed scope of services.
8. Proof of liability insurance and limits.
9. Potential conflict of interest with other clients, if any.

Proposal Submission

Proposals must be received on or before 12:00 PM, April 13, 2023. 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:

Jared Barnes and Kevin Schorzman
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Five (5) hard copies of the proposal and one PDF copy 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 and outreach 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. Any proposed deviations from the contents of the example agreement need to be articulated in the consultant’s response to the RFP.

Proposal Deadline

Five hard copies and one PDF copy of the Proposal for Consulting Services must be received by Thursday, April 13, 2023, at 12:00 PM., in Town Hall, 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 or on the Town of Carbondale website at www.carbondalegov.org .

Inquires

Inquiries can be directed to Jared Barnes or Kevin Schorzman at 511 Colorado Avenue, Carbondale, Colorado 81623 or by phone at 970-510-1217 or email at jbarnes@carbondalecto.net or kschorzman@carbondalecto.net .

ATTACHMENT A

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made effective the _____ day of _____, 2023 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 multi-modal mobility and access plan (M3AP), 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 _____, 2023, 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. Immigration Compliance. The Consultant shall not knowingly employ or contract with a worker without authorization to perform work under this contract nor contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

The Consultant will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S.

The Consultant shall not use either the E-Verify Program or the State verification program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

If the Consultant obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with a worker without authorization, the Consultant shall notify the subconsultant and the Town within three days that the Consultant has actual knowledge that the subconsultant is employing or contracting with a worker without authorization; and terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this paragraph, the subconsultant does not stop employing or contracting with the worker without authorization. The Consultant shall not terminate the contract with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with a worker without authorization.

The Consultant shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-102(5).

If Consultant fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., 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.

10. Employees, Subconsultants 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 subconsultant and that subconsultant'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.

11. 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.

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

To the Town: Lauren Gister, 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:

13. Responsibilities. Consultant shall be responsible for all damages to persons or property caused by Consultant, its employees, subconsultants or others for whom Consultant is legally liable.

14. 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.

15. 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.

16. 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.

17. 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: _____
Ben Bohmfalk, Mayor

ATTEST:

Jessica Markham, Town Clerk

CONSULTANT

By: _____