



W E S T M I N S T E R

January 29, 2010

Notice of Request for Proposal (RFP) for a Bicycle Master Plan

City of Westminster
Department of
Community Development

4800 West 92nd Avenue
Westminster, Colorado
80031

303-658-2400
FAX 303-706-3922

Consulting Professionals:

The City of Westminster (The City) invites proposals from qualified consultants to prepare a Bicycle Master Plan (The Plan). The RFP can be downloaded at: <http://www.demandstar.com/>

Five (5) complete copies of the proposal should be submitted by 4:00pm, February 25, 2010. Proposals should be marked "PROPOSAL FOR WESTMINSTER BICYCLE PLAN" and addressed to the following individual:

Michael Normandin
Transportation Engineer,
City of Westminster
4800 West 92nd Avenue
Westminster, Colorado 80031

The budget for this planning effort will not exceed \$45,000.

We look forward to receiving your proposal.

Sincerely,

Michael Normandin
Transportation Engineer

Attachment

PURPOSE AND SCOPE

A. Purpose

The intent of this project is to create a Bicycle Master Plan that, when implemented, will improve bicycle transportation throughout the City of Westminster. The Plan will guide planning, development and management of existing and future bicycle, pedestrian, and multi-modal connections within the City of Westminster. It will ultimately be adopted as a supplement to City of Westminster's Comprehensive Land Use Plan (April 2008 Update). The Plan should identify potential future bike lane/route opportunities as well as upgrades or improvements to existing sidewalks, trails, and roadways such as:

- lane restriping,
- signage/way finding,
- pavement markings
- other safety and road-sharing enhancements.

The Plan should adhere to the current bicycle guidelines recommended by AASHTO, FHWA, and ITE when appropriate. The Plan should utilize the most current bicycle travel research, lessons learned, and best practices for mobility, safety, education, parking, and storage.

The Plan should encourage all bicycle travel but predominantly commuter bicycle travel to and from transit facilities, employment centers, shopping centers, community gathering areas, and learning institutions using the existing Westminster roadways and network of trails. Improving trail connectivity to the adjacent communities of Thornton, Broomfield, Arvada and Adams County should also be considered in an effort to enhance overall bicycle mobility and accessibility. When possible, the Bicycle Master Plan should increase multi-modal connectivity by tying into the following facilities:

- existing and future park and ride facilities
- existing and future transit stations
- existing and future bus routes
- future potential railway right-of-ways (ROW)

The Plan should also consider all relevant planning documents including proposed development and traffic/transportation studies.

B. Scope

1. Data Collection and Analysis

Review and assess the existing trail, sidewalk, and roadway network for deficiencies and analyze and incorporate available planning data and public involvement input to understand current bicycle travel and future bicycle demand with the goal of improving future mobility and accessibility. Additionally, The Plan should identify locations that warrant bicycle parking or storage.

2. Public Involvement Program (PIP)

Assist City staff in the creation, development and implementation of a PIP that gathers data on bicycle travel perceptions and future needs, educates citizens on sharing the road and avoiding bicycle/vehicular conflicts, and markets bicycle travel as a welcomed and viable travel mode within the City of Westminster. In summary, the PIP should include:

- outreach to understand bicycle commuting needs,
- an educational component geared toward improving driver behavior, and a
- marketing effort aimed at encouraging bicycle travel throughout The City.

The City of Westminster will be conducting an employer survey to better understand how the City can facilitate bicycle commuting. The chosen Consultant Team will need to work with City staff to incorporate this survey and any other public involvement activities undertaken by the City into the PIP and the final Bicycle Master Plan recommendations.

Lastly, summarize the PIP and include the summary as a chapter in The Plan.

3. Recommendations and Mapping

Summarize the analysis of the planning data and public involvement input and formulate feasible recommendations that result in a Bicycle Master Plan.

Develop and include in The Plan a bicycle travel map that identifies various routes to key locations. The map should be in a format that is printable from The City's website.

4. Status Reporting and Schedule

Provide bi-weekly written status updates to The City with progress tied to key milestones and budget use. The project should be completed on or before September 1st, 2010.

In summary, the following elements should be included in The Plan:

1. Data collection and analysis.
2. PIP summary
3. Recommendations with mapping

Deliverables:

1. Bi-weekly status updates
2. Bicycle Master Plan (includes PIP summary and mapping)

Ten (10) copies of The Plan should be provided to The City. Additionally, all deliverables should be provided in electronic format (MSWord version 2003) for unlimited reproduction by The City. Mapping should be provided in electronic shapefile format.

CONTENTS OF PROPOSAL:

- All proposals should be limited to fifteen (15) pages, excluding the cover page and attached resumes and project references.
- The proposal should include:
 - A description of the Consultant Team's approach to the project.
 - Identification and description of work tasks with an estimated percentage of overall effort that each task will require.
 - A schedule keying work tasks to deadlines.

- Provide three (3) references for projects of a similar nature. Please include client name, entity, and telephone number.
 - Provide an organizational chart with name and role of each person on the proposed Consultant Team.
- The proposals will be evaluated by City of Westminster using the following criteria:
 - Project understanding.
 - Experience with similar projects.
 - Capabilities and experience of the Project Manager and key personnel or sub-consultants.
 - Inclusion of innovative methods to complete the project within the budget.

The funding for this project is provided by the American Recovery and Reinvestment Act. The Consultant Team selected for this project will be required to follow federal requirements for job and financial reporting. The total budget for this planning effort is \$45,000.

PROJECT ASSUMPTIONS

All prospective consultants should assume the following project limitations:

- Minimal additional right-of-way (ROW) will be purchased and limited modifications to existing curbs and gutters will be made.
- When possible, avoid potential significant environmental issues (i.e. wetland crossings) when developing recommendations.

REFERENCE DOCUMENTS

Documents useful in developing a proposal can be found at www.ci.westminster.co.us. They include:

- Comprehensive Land Use Plan – April 2008 Update
- Land Use Plan Map – March 2009
- City of Westminster Trail Guide – August 2009
- Trails Master Plan – 2001
- Trail Summaries - various
- Bike Links 36 – A Regional Bicycle Map for the U.S. 36 Corridor

ADMINISTRATIVE INFORMATION

A. Standard RFP Terms and Conditions

- The City of Westminster Engineering Division, Department of Community Development, will manage the project.
- The proposal must be signed by a representative of the firm who has contractual authority. Only one proposal will be accepted from any one firm serving as a prime consultant. Sub-consultants to the prime consultant may be included in the proposal of more than one firm.

- All consultants are expected to comply with the requirements and conditions contained in this RFP.
- The total budget for this planning effort will not exceed \$45,000. No supplemental contracts will be awarded.
- All documents, printed or electronically produced, as part of this project, shall be the property of the City.
- The City reserves the right to reject any and all proposals and to re-solicit proposal submittals.
- There is no obligation on the part of either entity to retain any consultant or sub-consultant beyond the scope of work described in the proposal.
- All proposals submitted will become the property of the City of Westminster. Proposals will only be returned upon written request, and any material that is to be considered confidential should be clearly marked as such.
- The City is not liable for costs incurred by firms submitting proposals.
- The City's standard contract has been attached for reference.

B. Project Contact

- All inquiries relating to this RFP shall be addressed in writing to:

Michael Normandin
Transportation Engineer,
City of Westminster
4800 West 92nd Avenue
Westminster, Colorado 80031.
mnormand@cityofwestminster.us

C. Contract Schedule (Subject to change)

RFP made available to prospective consultants	February 1st, 2010
Deadline for receipt of proposals (4:00 P.M.)*	February 25th, 2010
Schedule interviews with finalists	Week of March 15th
Interviews	Week of March 22nd
Final Selection	March 25th, 2010
Begin project	April 1 st , 2010

*Proposals received after 4:00pm on February 25th will not be accepted.

**AGREEMENT TO FURNISH [Engineering, Consulting, etc.] SERVICES
TO THE CITY OF WESTMINSTER FOR [Describe Project]**

THIS AGREEMENT, made and entered into this ____ day of _____, 200_, between the **CITY OF WESTMINSTER**, hereinafter called the "City," and _____,
a(n) corporation/partnership/ joint venture/individual **[choose one]** organized pursuant to the laws of the
State of _____ hereinafter called the "Consultant," is as follows:

WHEREAS, the City wishes to **[Describe project for which Consultant's services are required]**
_____ ; and

WHEREAS, the City desires to engage the Consultant to render the professional **[electrical design, etc.]** services described in this Agreement and the Consultant is qualified and willing to perform such services; and

WHEREAS, sufficient authority exists in City Charter and state statute, sufficient funds have been budgeted for these purposes and are available, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and the Consultant agree as follows:

I. THE PROJECT

The Project consists of _____ **[Describe]** _____.

II. CONSULTANT'S SERVICES AND RESPONSIBILITIES

The Consultant agrees that it will furnish all of the technical, administrative, professional, and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to provide the professional and technical Services as described in Appendix A, attached hereto and incorporated herein by this reference.

The Consultant further agrees to provide the following _____
[services, materials, etc.]: [LIST] _____

III. ADDITIONAL SERVICES

When authorized by the City, the Consultant agrees to furnish or obtain from others, additional professional services in connection with the Project due to changes in the scope of the Project or its

design, subject to mutual agreement as to additional compensation for additional services (including but not limited to changes in size, complexity, schedule or character of construction.) **[USE LAST CLAUSE ONLY IF SERVICES RELATED TO CONSTRUCTION PROJECT.]**

IV. CONSULTANT'S FEE

Alternate No. 1 - Lump Sum As compensation for the basic Services described in this Agreement, the Consultant shall be paid a lump sum fee of _____ **[amount in words]** (\$_____), which shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement.

Alternate No. 2 - Hourly Basis Per Scheduled Rates The compensation for the Services shall be at the Consultant's standard billing rates, as contained in Appendix B, attached hereto and incorporated herein by this reference, including reimbursable expenses as described therein. The maximum amount billable under this Agreement shall not exceed _____ **[amount in words]** (\$_____). The Consultant shall submit invoices to the City for services rendered during the preceding month, such invoices to be in such form and detail as shall reasonably be required by the City. Reimbursable expenses shall be itemized. The City agrees to pay the Consultant within thirty (30) days of receipt of properly documented invoices.

V. COMMENCEMENT & COMPLETION OF SERVICES

The Consultant understands and agrees that time is an essential requirement of this Agreement. The Services shall be completed as soon as good practice and due diligence will permit. In any event, the Services shall be completed within six months after the Consultant receives notice to proceed, exclusive of time lost or due to delays beyond the control of the Consultant.

VI. TERMINATION

This Agreement shall terminate at such time as the work in Section 2 is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination plus any Services the City deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing the Services included in this Agreement, whether completed or in progress.

VII. INSURANCE

During the course of the Services, the Consultant shall maintain Workers' Compensation Insurance in accordance with the Workers' Compensation laws of the State of Colorado, Professional Liability Insurance in the minimum amount of \$500,000, but in any event sufficient to cover Consultant's liability under paragraph X.D.1. below, Automobile Liability of \$500,000 per person/\$1,000,000 per occurrence, and Commercial General Liability of \$500,000 per person/\$1,000,000 per occurrence. The City shall be named as an additional insured under the Consultant's Automobile and Commercial General

Liability coverages, providing that such insurance is primary with respect to claims made by the City, and these coverages shall be occurrence-based policies, and shall specifically provide that all coverage limits are exclusive of costs of defense, including attorney fees. The Consultant shall provide certificates of insurance to the City indicating compliance with this paragraph.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

IX. PROHIBITED INTEREST

A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further agrees that in the performance of the Agreement, no person having any such interests shall be employed.

B. No official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

X. GENERAL PROVISIONS

A. Independent Contractor. In the performance of the Services, the Consultant shall act as an independent contractor and not as agent of the City except to the extent the Consultant is specifically authorized to act as agent of the City.

B. Books and Records. The Consultant's books and records with respect to the Services and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the City's inspection at all reasonable times at the places where the same may be kept. The Consultant shall not be required to retain such books and records for more than three (3) years after completion of the Services.

C. Ownership of Drawings. All plans, drawings, specifications and the like relating to the Services shall be the joint property of the City and Consultant. Upon completion of the Services, or at such other time as the City may require, the Consultant shall deliver to the City a complete corrected set of drawings and such additional copies thereof as the City may request, corrected as of the date of completion of the Project.

D. Responsibility; Liability.

1. Professional Liability. The Consultant shall exercise in its performance of the Services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. The Consultant shall be liable to the City for any loss, damages or costs incurred by the City for the repair, replacement or correction of any part of the Project which is deficient or defective as a result of any failure of the Consultant to comply with this standard.

2. Indemnification. To the fullest extent permitted by law and except for all professional liability claims, damages, losses and expenses, the Consultant shall indemnify, defend, and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting therefrom, but only to the extent caused by the negligent act or omission of, or breach of contract by, the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and its agents and employees from and against all professional liability claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting there from, but only to the extent caused by the negligent act or omission of, or breach of contract by, the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph D.2. The City may, if it so desires, withhold the payments due the Consultant so long as shall be reasonably necessary to indemnify the City on account of such injuries.

In any and all claims against the City or any of its agents or employees by any employee of the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this paragraph D.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under the workers' compensation acts, disability benefit acts or other employee benefit acts.

The Consultant further agrees to indemnify, defend, and hold harmless the City and City's agents and employees against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the City's implied warranty of the adequacy of the design and plans prepared by the Consultant.

E. Communications. All communications relating to the day-to-day activities for the Project shall be exchanged between the respective Project representatives of the City and the Consultant who will be designated by the parties promptly upon commencement of the Services.

All other notices and communications in writing required or permitted hereunder shall be delivered personally to the respective representatives of the City and the Consultant set forth below or shall be mailed by registered mail, postage prepaid, return receipt requested to the parties at their addresses shown herein. Notices hereunder shall be effective three (3) days after mailing.

F. Assignment. The Consultant shall not assign this Agreement in whole or in part, including the Consultant's right to receive compensation hereunder, without the prior written consent of the City; provided, however, that such consent shall not be unreasonably withheld with respect to assignments to the Consultant's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the Consultant of any of its obligations under this Agreement. This restriction on assignment

includes, without limitation, assignment of the Consultant's right to payment to its surety or lender.

G. Applicable Laws and Venue. This Agreement shall be governed by the laws of the State of Colorado and the Charter of the City of Westminster. This Agreement shall be deemed entered into in both Adams County and Jefferson County, State of Colorado, as the City is located in both counties. At the City's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Agreement or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in either county.

H. Remedies. Consultant agrees that the economic loss rule as set forth in *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000) shall not serve as a limitation on the City's right to pursue tort remedies in addition to other remedies it may have against Consultant. Such rights and remedies shall survive the Project or any termination of this Agreement.

I. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services for the Project.

J. Subcontracting. Except subcontractors clearly identified and accepted in the Consultant's Proposal, Consultant may employ subcontractors to perform the Services only with City's express prior written approval. Consultant is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors.

K. Enforcement of Agreement. In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Agreement, the prevailing party in such action shall pay the other its reasonable attorney fees as determined by the Court.

L. Authorization. The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

M. Immigration Compliance. **[Delete this section IF contract results in a specific end product such as engineering or architectural drawings, or a written report. The most common scenario where no specific end product exists is if the Contract is solely for contract administration services. In that case, this immigration compliance provision must be included. Please contact the City Attorney's Office for further information.]** To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien. Furthermore, Consultant shall terminate such subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment verification program administered by the Colorado Department of Labor and Employment (the "Colorado Verification Program"). Consultant shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake preemployment screening of job applicants while performing this Agreement.

Consultant shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. § 8-17.5-102(5).

To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Consultant certifies that at the time of bid submission it did not knowingly employ or contract with an illegal alien who will perform work under this Agreement, and that the Consultant will participate in the E-verify Program or the Colorado Verification Program in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Consultant certifies that at the time of bid submission it did not knowingly employ or contract with an illegal alien and that the Consultant has participated or attempted to participate in the Basic Pilot Program that is administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT
TO _____ DEPARTMENT, ATTENTION: _____.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date first appearing above.

(INSERT NAME OF COMPANY)

CITY OF WESTMINSTER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address:

Address:

4800 West 92nd Avenue
Westminster, Colorado 80031

ATTEST:

ATTEST:

City Clerk

Title: _____

APPROVED AS TO LEGAL FORM

By: _____
City Attorney

Rev. 2/09