

# Request for Proposal



## The North and South Roundabout Gateways to Town Center Peel Analysis

Project Number P20-057

Town of Erie  
645 Holbrook Street  
Erie, Colorado 80516

March 23, 2020

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• DPZ Erie Town Center Final Report	
• DPZ Erie Town Center PD Development Guide	
• Urban Land Institute Technical Advisory Panel PowerPoint	
• 2018 Erie Transportation Plan	
• Map with Identified North and South Roundabout Gateway	
• March 4th Planning Commission PowerPoint	
• 2020 Draft Town Median Policy	

## Invitation to Propose

Sealed Proposals will be received by the Town of Erie (the “Town”) at the office of the Town Clerk, 645 Holbrook Street, Erie, Colorado 80516, until **3:00p.m.**, local time, **April 10<sup>th</sup>, 2020** for **The North and South Roundabout Gateways to Town Center Peel Analysis, PN P20-057**.

**All proposals must be sealed with the following marked on the outside:**

Town of Erie  
ATTN: Town Clerk  
645 Holbrook Street / PO Box 750  
Erie, CO 80516

**PROPOSAL ENCLOSED for The North and South Roundabout Gateways to Town Center Peel Analysis (P20-057)**

Proposals received after the date and time indicated and/or proposals which are not prepared and filed in accordance with the terms and conditions of the Request for Proposal will not be considered for evaluation.

A brief summary of Work for which the Proposal is requested consists of:

A comprehensive look at and cost estimates for improvements for the infrastructure challenges in Old Town Erie to serve currently proposed and anticipated future development.

Request for Proposal documents will be available on **March 23, 2020** and may be obtained from Lucas Workman via electronic request to Lucas Workman at [lworkman@erieco.gov](mailto:lworkman@erieco.gov). All questions related to this proposal should be emailed to Lucas Workman at [lworkman@erieco.gov](mailto:lworkman@erieco.gov) by **1:00pm** local time, on **April 3, 2020** with “North and South Roundabout Gateways to Town Center Peel Analysis” in the subject line. All answers to questions received will be sent in a formal addendum (if needed), by **April 6, 2020**.

The Town assumes no responsibility for payment of any expenses incurred by any respondent to this Invitation to Propose.

The Town of Erie is an Equal Opportunity Employer.

Dated this 23<sup>rd</sup> day of March, 2020.

TOWN OF ERIE, COLORADO

## Project Background and Description

With the increase in growth and development in Erie, there is a desire to responsibly develop the 144 acres of green field at the intersection of Erie Parkway and County Line Rd (Town Center). This desire led to the Town of Erie (Town) applying for and winning a grant in May of 2019 to have a Technical Advisory Panel from the Urban Land Institute (ULI) review the study area conditions, resulting in a published report of their findings in July of 2019. Due to the findings of the ULI report, in August of 2019 the Town contracted with DPZ CoDesign to create a Master Plan for Erie Town Center. In November of 2019, DPZ conducted a stakeholder design charrette to solicit input from residents, Town staff, developers and other stakeholders during the creation of the Master Plan. This was followed by the Board of Trustees approving the Plan “in principle” in December of 2019 and the Planning Commission approving the PD Development Guide in March of 2020. From December 2019 to March 2020, DPZ had been working closely with the stakeholders to refine and provide the final documents of the Master Plan (**DPZ Erie Town Center Final Report and DPZ Erie Town Center PD Development Guide**) for Erie Town Center. The final documents can be found in the attachments of the RFP.

The Town of Erie has identified the North and South roundabout gateways as new critical infrastructure improvements that go “above and beyond” the Town’s standard development requirements. Therefore, these two roundabout gateways will require the Town to provide assistance to Town Center developers to overcome the financial gap. In order to alleviate this burden and continue advancing progress on the development of Town Center, the Town will hire a contractor to conduct an analysis to determine the cost and provide a preferred conceptual design of the two gateway roundabouts. The proposed street network, which identifies both roundabout gateways locations and current design are in the **DPZ Erie Town Center Final Report**, attached.

Also attached to this Request for Proposal, for informational purposes are copies of the **Urban Land Institute Technical Advisory Panel PowerPoint**, the **March 4<sup>th</sup> Planning Commission PowerPoint**, the **2020 Draft Town Median Policy** and the **2018 Erie Transportation Plan**. These reports illustrate the vision for Town Center.

## Project Manager Information

Any questions concerning this proposal should be sent via email to Lucas Workman at [lworkman@erieco.gov](mailto:lworkman@erieco.gov). No phone calls will be accepted. Questions must be received **NO LATER THAN April 3, 2020, at 1:00 p.m. with “The North and South Gateways to Town Center Peel Analysis” in the subject line. A final addendum, shall be issued, if needed, on April 6, 2020.**

## Scope of Work

The awarded Contractor shall provide applicable services consisting of, but not limited to, the following:

1. Attend Kick off and progress meetings with Town Staff. Prepare meeting agenda and minutes to the meeting along with a list of tasks. Progress meetings are anticipated for the project kick off, presentation and review of the three conceptual design alternatives, review of the preferred conceptual design, review of Board of Trustee presentation materials, Presentation at a Board of Trustee meeting.
2. Prepare three conceptual design alternatives, considering available Town plans, of the North and South roundabout gateways for review with Town Staff and Stakeholders to include:
  - Property acquisitions including additional rights of way and easements,
  - Pedestrian access considerations,
  - Defining landscaped areas for cost estimation,
  - Considerations for snow plowing, sweeping, snow storage,

- AutoTurn analysis for an appropriately sized vehicle(s),
  - Include improvements to County Line Rd, Maxwell Ave, and Austin Ave to transition from the existing roadways into the proposed roundabouts,
  - Construction phasing plan and traffic control with potential temporary detours to keep County Line Road open at all times,
  - Demolition of existing infrastructure,
  - Identify all utilities that might need to be relocated. Include the cost for Town utilities (water, sanitary and storm),
  - Discussion and approximate sizing for drainage facilities needed for each alternative,
  - Pros and cons for each conceptual design alternative.
3. After review of the three conceptual design alternatives, prepare a preferred conceptual design taking into consideration input from Town Staff and Stakeholders.
  4. For the preferred conceptual design, prepare a cost estimate for staff review and concurrence.
  5. Prepare and present the analysis which includes the three conceptual design alternatives, how the preferred conceptual design was determined, and comprehensive budget for construction by the end of the second quarter of 2020 to the Town of Erie Board of Trustees.

### **Submittal and Evaluation Criteria**

An electronic version and **one (1)** hard copy of the proposal must be submitted. Emailed proposals will not be accepted. **No** reimbursement will be made by the Town of Erie for any proposal preparation or delivery costs incurred.

In order to simplify the review process and obtain the maximum degree of comparability, the proposal must follow the outline described below, and at a minimum, contain the required information. Respondents are encouraged to include additional relevant information. Respondents must also include a signature page with company name, address, phone number, contact name, authorized signature and date.

#### **Experience**

1. Understanding of the project
2. Ability to perform all aspects of the project
3. Relevant recent experience in comparable projects
4. List of clients (2-5) for whom similar work has been done. Include contact name and phone number
5. Experience working with similar sized municipalities

#### **Qualifications**

1. Key project staff and resumes
2. Ability to meet schedules within budget
3. Company resources

#### **Fees**

The proposal shall include a fee proposal with the following information in a **separate sealed envelope**:

1. A not-to-exceed fee for each phase of the Scope of Work
2. Man-hour allocation and the dollar value of the time for each phase of the Scope of Work. A subtotal of man-hours and fees for each phase and category shall be provided
3. All anticipated expense items
4. An hourly rate fee schedule

### **Selection Process**

The Town's selection committee will evaluate all proposals received based on qualifications and approach. Upon review, the committee will prepare a short-list of companies. Sealed fee proposals will be evaluated for those short-listed companies and negotiations (if necessary) will begin with the chosen Contractor.

**The attached sample Professional Services Agreement will be used by the Town as the contract document for the work. By submitting a Proposal, you accept the terms of this Agreement as stated. Any deviations from this Agreement must be requested in your submitted Proposal.**

### **Selection and Performance Schedule**

The following is the anticipated schedule of events for the RFP process:

Request for Proposal Available	March 23, 2020 at 1:00 p.m.
Last Day For Questions	April 3, 2020 at 1:00 p.m.
Final Addendum (if needed)	April 6, 2020
Proposals Due	April 10, at 3:00 p.m.
Selections and Negotiations Complete	April 17, 2020
Anticipated Notice of Award	April 29, 2020

## **Agreement For Professional Services**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516, (the "Town"), and \_\_\_\_\_, an independent contractor with a principal place of business at \_\_\_\_\_, Colorado \_\_\_\_\_ ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. SCOPE OF SERVICES**

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **The North and South Roundabout Gateways to Town Center Peel Analysis (P20-057) Project**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

### **II. TERM AND TERMINATION**

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

### **III. COMPENSATION**

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$\_\_\_\_\_. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

#### **IV. PROFESSIONAL RESPONSIBILITY**

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

#### **V. OWNERSHIP**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

#### **VI. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

#### **VII. INSURANCE**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket



contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

## **VIII. INDEMNIFICATION**

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. ILLEGAL ALIENS**

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

**X. MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

# TOWN OF ERIE, COLORADO

Jennifer Carroll, Mayor

ATTEST:

Heidi Leatherwood, Town Clerk

## CONTRACTOR

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

Notary Public

## NO EMPLOYEE AFFIDAVIT

*[To be completed only if Contractor has no employees]*

**1. Check and complete one:**

☐ I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Erie (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**2. Check one.**

☐ I am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEPARTMENT PROGRAM AFFIDAVIT**

***[To be completed only if Contractor participates in the  
Department of Labor Lawful Presence Verification Program]***

I, \_\_\_\_\_, as a public contractor under contract with the Town of Erie (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public

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

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

1. Kick off, progress meetings and Board presentation.
2. Prepare three conceptual design alternatives.
3. Prepare preferred conceptual design.
4. Prepare a cost estimate for the preferred conceptual design.
5. Prepare and present the analysis which includes the three conceptual design alternatives, how the preferred conceptual design was determined, and comprehensive budget for construction by the end of the second quarter of 2020 to the Town of Erie Board of Trustees.

## **EXHIBIT B COMPENSATION**

Contractor shall be paid as follows for performance of the services set forth in the Scope of Services. Contractor shall provide itemized invoices detailing the work performed. Such invoices shall be submitted to the Town on a periodic basis.

{Prices}

SAMPLE