



REQUEST FOR PROPOSAL
Town of Minturn
Safe Streets for All Action Plan

April 5, 2024

Proposal Due: May 3, 2024

Introduction

The Town of Minturn ("Town") seeks the services of qualified individuals, firms, or consortiums to submit a proposal to the Town of Minturn ("hereinafter referred to as "OWNER") for professional engineering services to conduct a study that gathers and analyzes data, engages stakeholders, and recommends strategies and projects to improve safety on Town of Minturn streets.

The selected Consultant will ultimately produce a report that meets the requirements of this RFP and the Safe Streets for All grant criteria. The development of this Safety Action Plan will require the Consultant to review existing Town documents, gather and analyze crash data, conduct meetings, develop, and implement a public engagement plan, and make recommendations.

Background

The Town of Minturn is a community located approximately 5 miles west of Vail and 103 miles west of Denver. Minturn sits at an elevation of roughly 7,800 feet and has a population of about 1,000. Minturn is a small mountain community that offers convenient access to the outdoor area of the Holy Cross Wilderness and White River National Forest as well as to recreational activities such as mountain biking, trail running/hiking, whitewater, hunting, and fishing. In addition to the Town's sole park, there are four acres of Town-owned public open space. Located a short drive from Vail and Beaver Creek, residents also enjoy and provide resources for the world-class resorts. The Vail Ski and Snowboard Academy is located at the southern end of Town and serves as an educational and training ground for a variety of exceptional student-athletes. With Minturn's location between Vail and Beaver Creek, development pressures continue to increase as is shown with the approval of two recent development projects.

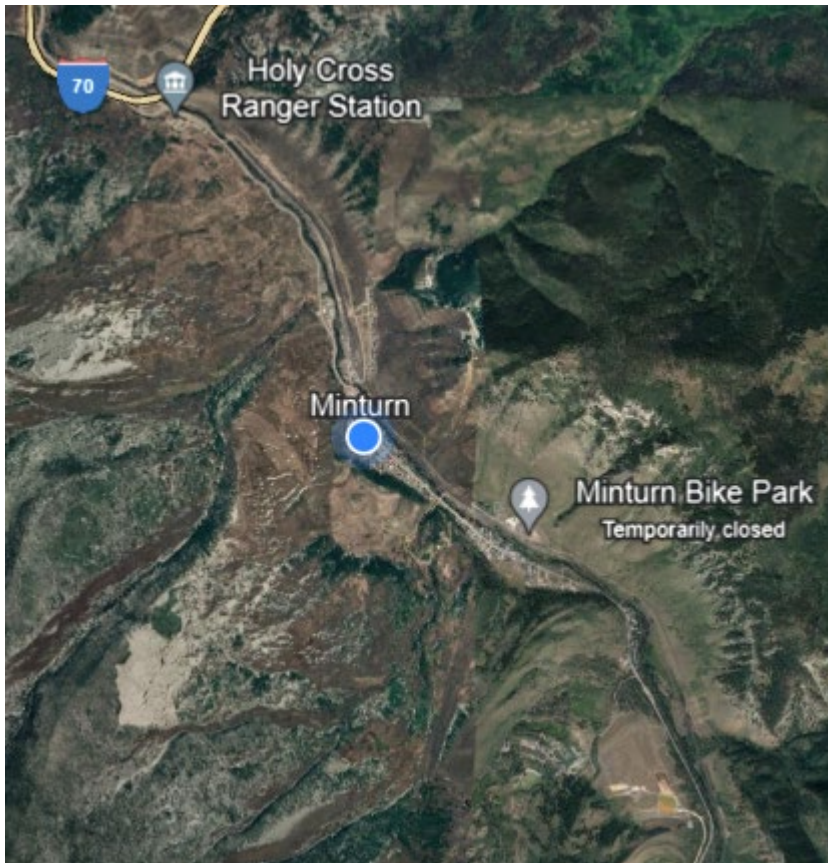
The Town's Organization - Established in the late 1800's and incorporated in 1904, the Town of adopted a home rule charter in 1982. Minturn provides a range of services, including police protection through a contract with the Eagle County Sheriff's Office, water, wastewater through a contract with Eagle River Water & Sanitation District, stormwater, refuse services through a contract with Vail Honeywagon, street and park maintenance, community and economic development, and event planning. Eagle River Fire Protection District provides fire services.

The Mayor, Town Council members, and employees are committed to achieving our Mission - **In collaboration with our community, foster the authentic small-town character that is Minturn.** The following four significant objectives reaffirm the Town's commitment to Quality of Life and are designed to guide the Town's current and future endeavors.

- Practice fair, transparent and communicative local government
- Long -Term stewardship of the natural beauty and health of Minturn's environment
- Sustain and invest in the things that define Minturn as a proud sturdy Mountain town to "keep Minturn Minturn"
- Advance decisions/projects/initiatives that expand the future opportunity and viability for Minturn

Project Limits

The project limits are the Town of Minturn including US HWY 24 from the Holy Cross USFS Ranger Station to the (US HWY 24 approximate mile marker 144) to mile marker 148 shown below.



Scope of Work

This study aims to recommend projects and strategies to reduce fatalities and serious injuries within the Town of Minturn. Since fatalities and serious injuries are low in the Town, the study should include recommendations to minimize the potential for serious injuries and improve pedestrian and bicycle safety. The study will require a competent consultant to gather and analyze data, engage stakeholders, and recommend strategies and projects to improve safety. The Town will confirm a final Scope of Work after consultant selection.

The selected Consultant will produce a report with the elements listed below. The development of this report will require the Consultant to review existing Town documents, gather and analyze crash data, conduct meetings, develop and implement a public engagement plan, and make recommendations.

Proposals will provide details about:

1. Approach to completing this study, including the proposal's work tasks.
2. Experience of personnel that will work on this study.
3. Firm's experience in the evaluation of safety measures.
4. Firm's familiarity with Minturn and the surrounding areas.
5. Firm's schedule for the study, including meetings and milestone dates. **The Town is interested in fast-**

tracking this study so we can apply for future BIL implementation and construction grants.

6. Approach to Project Management, including communication with design leads and sub-consultants, project documentation for meetings and decision-making, tracking project schedule and budget, and sharing information with the Town.

Per the SS4A grant requirements, the components of the Action Plan will be as follows:

1. Leadership Commitment and Goal Setting
 - a. Prepare a goal and timeline commitment for reducing fatalities and serious injuries.
2. Planning Structure
 - a. Form a committee to oversee the Action Plan's development, implementation, and monitoring.
 - b. Establish a timeline for the monitoring of the effectiveness of the action plan.
 - c. Establish a method to measure the effectiveness of the action plan.
3. Safety analysis
 - a. Gather data about crashes and accidents on all roads within the Minturn town limits to establish a baseline level of fatalities and serious injuries.
 - b. Analyze the data to determine the crash types and contributing factors.
 - c. Establish which users are impacted by crashes.
 - d. Analyze specific safety needs such as high-risk features, needs of relevant road users, demographics of users, and other environmental influences on safety.
 - e. Establish a geospatial map of crashes to determine high-risk locations.
4. Engagement and collaboration
 - a. Establish and implement a robust engagement process with the public and relevant stakeholders to allow community feedback. Stakeholders will include community groups as well as other governmental agencies.
 - b. Information received from the engagement process will be analyzed and incorporated into the action plan.
5. Equity considerations
 - a. Analyze what areas of Minturn may be considered "underserved" as defined in the Office of Management and Budget's Interim Guidance for the Justice40 Initiative <https://www.whitehouse.gov/wp-content/uploads/2021/07/M-21-28.pdf> and the Historically Disadvantaged Community designation, which includes US Census tracts identified in this table <https://datahub.transportation.gov/stories/s/tsyd-k6ij>; any Tribal land; or any territory or possession of the United States.
6. Policy and process changes
 - a. Review current policies, plans, and standards to identify opportunities to improve transportation

safety.

- b. Recommend revised or new policies, plans, or standards as appropriate.

7. Strategy and project selections

- a. Identify a comprehensive list of projects and strategies to address safety concerns identified through the evaluation of data, public engagement feedback, best practices and equity considerations.
- b. Discuss how these projects and strategies will effectively address safety.
- c. Identify any data limitations.
- d. Prioritize the projects and strategies based on criteria established with the Town.

8. Progress and Transparency

- a. Develop a method to measure progress over time including outcome data.
- b. Prepare the means to ensure ongoing transparency with residents and other relevant stakeholders.

Additional plan component information can be found at: <https://www.transportation.gov/grants/SS4A>

Compensation

The Town of Minturn expects to retain services for this work on an agreed-upon fixed-base Professional Services Agreement for the scope of services.

Submission Requirements & Scoring (8-page limit)

- **Cover Letter (2 pages) – 5%.**

Briefly describe the approach to the Project and the firm's organizational information.

- **Qualifications of Project Team (2 page)– 30%**

Describe the qualifications, experience, and availability of the proposer's candidate for Project Manager and other key personnel working on the Project. (Failure to provide and maintain the key individuals listed in the proposal may constitute cause for cancellation of contract award or termination of any Agreement between the OWNER and the proposer).

- **Team Experience on Past Projects with Similar Scope (2 page) – 30%**

List current and past examples of completed work similar in size and scope. Include references and project budgets.

- **Approach to Project (2 page)– 35%**

Address the team's technical and Project management approach to the Project. Include a description of tools used to control costs, meet schedules, and provide quality work. Also, include the firm's schedule to complete the Project.

- **Appendix – Resumes and Commendations**

Notes:

1. Proposers can use three 11" x 17" pages. Proposer may modify the page recommendation for each section provided the total number of pages for the entire proposal (excluding the Appendix) does not exceed 8.
2. Do not include a fee schedule with your proposal.

Anticipated Schedule

- Issue RFP - April 5, 2024
- Final Date for questions – April 22, 2024 at 3:00 PM (MST)
- Response to questions – April 26, 2024
- **Proposals due – May 3, 2024 at 3:00 PM (MST)**
- Recommended Firm Selected – mid-May, 2024
If necessary, interviews to occur the week of May 6-10, 2024
- Scope and Fee Negotiations – May 2024
- Town Council Approval – June 5, 2024
- Project Kick-off – June/July 2024
- Project Completion – May 2025

Proposal Submittal

Questions should be sent via email to Jeff Spanel at jspanel@inter-mtn.net

Proposals are due no later than May 3, 2024, at 3 PM MDT. A principle of the firm must sign the proposal cover letter and the proposal itself. Late submittals will not be accepted. Please submit one digital copy in PDF format to:

Jeff Spanel
(Contracted) Town Engineer
Inter-Mountain Engineering
970-376-4330
jspanel@inter-mtn.net

RFP Terms and Conditions

1. Proposals that do not include all submittal requirements outlined herein shall not be considered.
2. At the Town's sole discretion, the Town may choose to republish this RFP.
3. The Town reserves the right to accept or reject any and/or all proposals and to waive any informalities or irregularities in said proposals. The RFP does not bind the Town to hire a consultant when, in the Town's sole discretion, the Town determines not to do so.
4. Until such time the professional services agreement is executed, there are no express or implied obligations or commitments on the part of either the Town or the Consultant concerning either this RFP or any proposal associated with it.
5. At the Town's sole discretion and with notice being provided to the Consultants, the Town may amend the Selection Process and/or Tentative Project Schedule at any time.
6. By submitting materials for the Town's consideration pursuant to this RFP, the Consultant is waiving any claim of confidentiality, trade secrets, or privilege with respect to materials submitted. All submittal materials are subject to disclosure under the Colorado Open Records Act.
7. If warranted, any updates, revisions, or modifications to this RFP shall be posted on the www.bidnetdirect.com//townofMinturn and it shall be the responsibility of the Consultant to review the website during the advertising period to verify if any such updates, revisions or modifications have been made to this RFP.
8. No oral questions will be answered. If additional information or clarification is desired, email requests should be made to the Town at jspanel@inter-mtn.net
9. The selected firm will work under a Professional Services Agreement (see Attachment A) once an Agreement is negotiated, the following documents will be required by the selected firm before the commencement of any work:
 - Signed contract by both the Town and the Consultant (s).
 - Proof of insurance per the Professional Services Agreement.
 - A Town of Minturn Business License. A Town of Minturn Business License is required of any person who transacts or carries on any business, trade, profession, or occupation in the Town of Minturn.
10. Being selected under this solicitation will not preclude the firm from being considered for any other projects advertised by the Town.

Appendix A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ___ day of _____, 2024 (the "Effective Date"), by and between the Town of Minturn, a Colorado home rule municipality with an address of PO Box 309, Minturn, Colorado 81645 (the "Town") and __ a _____ with an address of _____ ("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 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.

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. 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. Workers' 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 cancelled, 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 showing 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 CRS § 13-50.5-102(8)(c).

IX. 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 Minturn 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 prepaid, 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 hereto, 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, and protections provided by the Colorado Governmental Immunity Act, CRS § 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.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

TOWN OF MINTURN

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

[INSERT CONTRACTOR NAME]

STATE OF COLORADO)

) ss.

COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____, 2022, by
_____ as _____ of _____.

My Commission expires:

(SEAL)

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:

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

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 Minturn (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 Town of Minturn (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 USC § 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

_____, 2021, by _____

My commission expires: as of:

Notary Public
(S E A L)