

REQUEST FOR PROPOSAL

Transportation Master Plan Update

RFP # 6835-18



SUBMITTAL DUE DATE

May 11, 2018

2:00 p.m.

BOULDER COUNTY PURCHASING

**1325 PEARL STREET
BOULDER, CO 80302**

Purchasing@bouldercounty.org

REQUEST FOR PROPOSAL

Boulder County is seeking proposals from qualified consultants to assist the Boulder county Transportation Department with an update of its Transportation Master Plan.

Written Inquiries

All inquiries regarding this RFP shall be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **April 24, 2018**. A response from the County to all inquiries shall be posted and sent via email no later than **April 27, 2018**.

Submittal Instructions

Submittals are due at the Administrative Services Information Desk or the email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on May 11, 2018**.

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **RFP # 6835-18** in the subject line.

-OR-

US Mail **One (1)** unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP # 6835-18**, to the **Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302**.

All RFPs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the Offeror to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the offeror.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.

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TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder shall furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to insure that the proposal arrives at the Administrative Services Front Desk or appropriate email box prior to the time indicated in the "Request for Proposals."
8. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Proposals submitted in response to this "Request for Proposals" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor bid price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**
11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage shall be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.

SPECIFICATIONS

RFP # 6835-18

TRANSPORTATION MASTER PLAN UPDATE

Scope of Work

Purpose

The Boulder County Transportation Department is soliciting proposals from qualified consultants for assistance with an update to its Transportation Master Plan (TMP). The primary purpose is to update the current plan to reflect the past five years and include new or trending transportation-related technology, changes in demographics, land use, and travel patterns, opportunities for infrastructure and economic resiliency, and funding challenges and opportunities.

Background

In 2012, Boulder County adopted its first [Transportation Master Plan](#), which is based on a 25-year planning horizon and guides multimodal transportation system activities and investments in unincorporated Boulder County, recognizing the system's important role in enabling travel between local communities and within the region. The five key strategies in the 2012 TMP are based on the vision and goals in the [Boulder County Comprehensive Plan](#) and are as follows:

1. Develop a Multimodal Transportation System
2. Create the Complete Trip
3. Invest in Key Transportation Corridors
4. Increase Accessibility
5. Enhance Mountain Area Connections

The 2012 Transportation Master Plan identified future trends and planning assumptions; however, in the five years since the original Transportation Master Plan was developed, there have been many changes in Boulder County and the region that further impact the transportation system. Examples of significant changes include:

- Demographics and Land Use Patterns
 - Aging population that will have different transportation needs
 - Younger generation that has different mobility and vehicle ownership characteristics
 - Implications of rising housing costs and lack of affordable housing to the transportation system
 - Increasing commute lengths and volumes from areas outside of current and historic planning boundaries
- Travel Technology
 - Private ride hail services have rapidly changed the way many travel, but are reliant on individual mobile communication technology
 - Implications of wide-spread use of autonomous vehicles
 - Considerations for increased use of electric vehicles
 - Concerns about equitable access to new travel technology
 - New materials, tools, and equipment that impact road construction and maintenance

- Plan for Infrastructure and Economic Resiliency¹
 - There have been many lessons learned through flood recovery efforts that, if institutionalized, will improve the resilience of the multimodal transportation system
 - There have been studies and recommendations for increasing community resiliency related to access to, and use of, the transportation system (i.e. impacts to low-income communities when gas prices increase)
- Funding Challenges
 - Changes to current funding sources, including reductions in gas tax revenue while costs of construction are increasing an average of 5% per year.
 - Options for near and future funding sources, with pros and cons.

The Transportation Master Plan Update (TMP/U) will include updated data, a greater level of information and analysis where needed, and new, more detailed recommendations for the strategies outlined in the 2012 plan to confirm and/or update the trends, assumptions, and implementation actions contained in it. In addition, the updated plan will incorporate new data, best practices, and recommendations.

The goal of the TMP/U is to provide a clear short, medium, and long-term vision for the Transportation Department. The TMP/U should serve as a guide for the Transportation Department when determining how to seek and invest funding and deploy staff resources. The recommendations in the TMP/U should be consistent with the Boulder County Comprehensive Plan and other county plans relevant to the multimodal transportation system. The TMP/U should promote human-centered mobility and access strategies by removing barriers and increasing transportation system capacity for all community members including older adults, people with disabilities, low-income households, and families and youth. Performance metrics and specific investment priorities should be included where applicable, without restricting the flexibility to react to changing conditions in the future.

Please see *Appendix A- Summary of Anticipated Data Requirements* for details on the anticipated data analysis that will be required for Boulder County's TMP update.

¹ Boulder County has a separate project, "Institutionalizing Floodplain Management and Transportation System Resiliency Study," which is developing recommendations for the transportation system related to resiliency. The project will capitalize on experience gained from the 2013 September Front Range Flood Event (2013 Flood Event) that heavily damaged the county's transportation infrastructure and raised public awareness about resiliency issues for the county's transportation system. It is anticipated that most of the resiliency information needed for the Transportation Master Plan Update will come from this project, as it will identify "shocks and stressors" and ways to address them.

Tasks and Deliverables

Consultant proposals should be built around and demonstrate how the consultant will conduct the following six tasks and complete the desired deliverables, as these tasks and deliverables will form the consultant's scope of work for the TMP/U.

Task 1: Project Management and Coordination

Consultant will be responsible for developing and implementing a project schedule that includes milestones, deliverables, coordination activities, etc. Boulder County requests that Task 2 is complete by September/October 2018 and the full project is complete by spring 2019. The consultant should plan to participate in planning and coordination meetings with Boulder County and its partners on a regular basis throughout the project.

Scope:

- Develop a project schedule including milestones, critical path items, and community meetings.
- Attend project meetings or conference calls an average of twice per month.

Deliverables:

- Project schedule
- Meeting agendas and minutes (key decisions, action items)

Task 2: Evaluate the Current State of the System (Existing Conditions and Planned Improvements)

The purpose of this task is to summarize and evaluate the current state of the multimodal transportation system in Boulder County, including the existing system, planned improvements, and costs for implementing and maintaining both. This task includes an in-depth funding analysis with the goal of identifying funding gaps and approaches to fill them.

Scope:

- Evaluate and summarize existing conditions, including progress made in implementing the 2012 Transportation Master Plan actions.
- Review relevant local and regional plans to assess and summarize impacts on the county's transportation system. Known plans are listed in *Appendix B- Existing Studies, Data, and Plans*.
- Review relevant local community plans to assess and summarize the implications or opportunities for the county's transportation system.
- Assess costs and available revenues to implement planned improvements, recommended programs, and facility maintenance.

Deliverables:

- Technical Memorandum which describes the current state of the system, identifies associated costs to develop and maintain the system, and includes relevant conclusions about the current and planned system.
- Based on these conclusions, identify additional analysis needed for Task 3.

- *Note: Boulder County will be primarily responsible for updating the GIS maps in the TMP that reflect existing and planned conditions. The consultant will need to work closely with the Boulder County planning team to ensure that the updated information identified through this task is applied to existing TMP maps.*

Task 3: Collect, Develop, and Analyze Data

This task serves to update each TMP strategy with new information and analysis to expand, deepen, and bring more specificity to each strategy currently in the plan. There have been several studies/plans that have recently been completed. When possible, existing data from these studies and plans should be used. Please see *Appendix B- Existing Studies, Data, and Plans for recent studies/plans*. Please see *Appendix A- Summary of Anticipated Data Requirements* for details on the anticipated data analysis that will be required for Boulder County's TMP update. Consultants may propose additional data analysis if deemed necessary to meet the goals of the TMP/U.

Scope:

- Collect, develop, and analyze data that are needed to meet the anticipated data requirements of the project for each strategy (listed in Appendix A). Specific analysis that is expected to be needed includes:
 - Safety data analysis
 - Bike-Ped Network(s) analysis, based on “low stress” evaluation criteria
 - Demographics and socio-economic data (current and 2040)
 - Travel Patterns (current and 2040)
 - Land Use Patterns (current and 2040)
 - Transportation-Related School Data
 - Housing + Transportation Analysis
 - Technology²
 - Funding Analysis
- Identify key performance metrics, including how performance could be measured, pros/cons of using performance metrics, and implementation actions that are most likely to achieve the desired results.

Deliverables:

- Technical memo for each strategy section, which should include:
 - Summary of data and the results of the analysis.
 - Key performance metrics and how they can be measured.
 - Maps, graphics, and other visual aids as necessary to effectively communicate the information.

² The [Mobility Choice Blueprint Initiative](#) is an effort to identify how to best invest in and incorporate the rapidly changing technology into implementable policies, programs, and projects. The consultant should incorporate the relevant data and findings from this effort into Boulder County's TMP/U.

Task 4: Make Recommendations

This task articulates the recommended implementation actions derived from the conclusions reached by performing the update (Task 2) and new analysis (Task 3) described above. This deliverable may also be combined with the technical memos developed in Task 3.

Scope:

- Identify implementation actions for each strategy section based on the results of *Task 2-Evaluate the Current State of the System* and *Task 3-Collect, Develop, and Analyze Data*.

Deliverables:

- Summary memo, which should include:
 - Recommendations for actions, policies, regulations, etc.
 - Maps, graphics, and other visual aids as necessary to effectively communicate the information.

Task 5: Engage Public and Stakeholders

The county's desire is to develop and implement a multi-pronged outreach approach so that county residents and other stakeholders have multiple opportunities and ways to participate in the plan update. The county would like to hold public meetings at key milestones during the planning process, when information and draft recommendations are available to present, but still preliminary so that the public feedback collected during these meetings can still influence the content of the plan.

Scope:

Consultant will prepare materials, attend, and present at the following meetings:

- Task Force- advisory committee of stakeholders and partners
 - 4 Meetings
- Boulder County Staff- advisory committee of Boulder County staff from various departments
 - 2 Meetings
- Community Meetings- gather input from the public
 - 2 rounds of 3 meetings in different locations
- Planning Commission/BOCC-
 - 4 Meetings
- *Note: Boulder County will be primarily responsible for public and stakeholder communication, including a website, email updates, logistics for meetings, etc.*

Deliverables:

- Materials for public information and outreach, including data analysis, maps, presentations, etc.
- Materials for task force, Boulder County staff, community, and Planning Commission/BOCC meetings including data analysis, maps, presentations, etc.
- Conduct task force and Boulder County staff meetings.
- Present at community meetings.

- will provide updated version of maps.
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- rk 2 is complete by September/October 2018 and the full p

Task 6: Draft and Final Transportation Master Plan

The purpose of this task is to appropriately incorporate the Task 2-5 deliverables into the existing TMP document, so that it becomes the second version of the Boulder County TMP (2019):

Scope:

- Draft Transportation Master Plan which includes red-line edits of existing TMP and inclusion of new strategies.
- Finalize the TMP, incorporating comments from Boulder County, stakeholders, and the public that are made on the Draft TMP Update.
- Formatting, graphics, photos, layout, etc. shall use the same format template as the 2012 Transportation Master Plan. Boulder County will make the source files from the 2012 plan available to the selected consultant.
- *Note: For maps included in the 2012 TMP that include data that Boulder County has, Boulder County will provide updated version of maps.*

Deliverables:

- Draft Transportation Master Plan Update document
- Final Transportation Master Plan Update document

Estimated Project Timeline

Below is the estimated timeline for projects and tasks. Consultants can propose an alternative schedule provided that Task 2 is complete by September/October 2018 and the full project is complete by spring 2019.

[illegible]

Anticipated Award Schedule

The estimated proposal review, award, and contracting schedule is outlined below:

1. Questions due to Boulder County: April 24, 2018
2. Responses to questions from Boulder County: April 27, 2018
3. Last day for submitting proposal: May 11, 2018
4. Proposals reviewed by review committee, including interviews (Interviews anticipated May 21, 2018-May 25, 2018): June 1, 2018
5. Consultant Selection: June 7, 2018
6. Execution of Agreement: July 9, 2018

Commence Work: Immediately following execution of agreement with Boulder County Board of Commissioners.

Funding Availability

This project has a budget of approximately \$100,000. If elements of the proposed scope of work are expected to exceed budget, applicants should include details about scaling the scope of the project to meet the budget and/or the cost for elements outside the proposed budget. Boulder County reserves the right to revise the scope of work to meet funding availability.

PROPOSAL ELEMENTS AND FORMAT

The response to this RFP, for items A-F below, is limited to a maximum of 25 8.5"x11" pages, excluding front and back covers, signature page, W-9, and proof of insurance, using no smaller than 11-point font and no less than 0.5" margins. Sheets sized 11"x17" count as two pages. Each response should be complete yet concise and contain only the elements shown below. Please avoid submittal of extraneous and unnecessary information.

A. Project Team

Describe the consultant's team for the project. List any proposed sub-consultants. For the key project team/key subconsultant members, please include:

1. A brief description of the individual's background and relevant experience (brief resume)
2. Each individual's years of relevant experience
3. The role each individual will take on the project

B. Relevant Project Experience

Provide 4-7 examples of relevant project experience. Please include a description of the project scope, timeline, budget, and results. If available, provide links to final products.

C. Proposed Work Schedule and Workload Capacity

Consultant workload capacity is a critical element of project success.

The proposal shall include:

- A proposed work schedule showing planning activities, study milestones, and project deliverables

- The team's workload capacity and commitments from July 2018 to May 2019
- A statement of the company's commitment to accomplish the project in the proposed timeline
- A narrative of alternative methods to achieve results should project challenges require additional or new team members or resources.

D. Project Understanding, Approach, and Mitigation of Potential Risks

Provide a summary that demonstrates an understanding of the requested services and includes a proposed approach to the project, including key activities, study milestones, timelines, and deliverables. It should also refine and confirm deliverables, as outlined in the Scope of Work section of this proposal for each Task. Also, identify potential risks that may affect cost, schedule, or project success as well as proposed consultant activities to mitigate the identified risk.

E. Cost Proposal

Provide an itemized cost proposal that corresponds to the consultant's approach to the project, work schedule, and Scope of Work. Costs should be itemized by task as described in the Scope of Work. Hourly fees of project staff should be included.

For Task 3, please provide a cost for each of the anticipated areas of new analysis listed below (as outlined in Attachment A), as well as any other types of new analysis anticipated:

- Safety data analysis
- Bike-Ped Network(s) analysis, based on "low stress" evaluation criteria
- Demographics and socio-economic data (current and 2040)
- Travel Patterns (current and 2040)
- Land Use Patterns (current and projected)
- Transportation-Related School Data
- Housing + Transportation Analysis
- Technology
- Funding Analysis

This project has a budget of approximately \$100,000. If elements of the proposed scope of work are expected to exceed budget, applicants should include details about scaling the scope of the project to meet the budget and/or the cost for elements outside the proposed budget.

F. References

Include list of clients for which the consulting company has performed similar work (include contact information for each client, with a maximum of five clients listed).

Evaluation

Proposals will be evaluated based upon the criteria in Table 1.

Table 1. Evaluation Criteria and Maximum Evaluation Score

Evaluation Criteria	Maximum Evaluation Score
Experience and Qualifications	35
Project Understanding, Approach, and Mitigation of Potential Risks	30
Proposed Schedule and Work Capacity	20
Cost Proposal	15
Total Maximum Score	100

Experience and Qualifications

The Experience and Qualifications criteria will be evaluated based on the unique qualifications of the consultant(s) and the project team to do the work required for the project.

Project Understanding, Approach, and Mitigation of Potential Risks

Project Understanding, Approach, and Mitigation of Potential Risks criteria will be evaluated based on a demonstrated understanding of the project goals and objectives and proposed approach that will meet the goals and objectives of the project. In addition, these criteria will be based on understanding of the potential project risks and proposed approaches to mitigate those risks.

Proposed Work Schedule and Workload Capacity:

Proposed Work Schedule and Workload Capacity criteria will be evaluated based on the demonstrated capacity of the consultant to complete the work by spring 2019 and understanding of project components and scheduling.

Cost Proposal

The cost proposal criteria will be evaluated based on the reasonableness of the costs proposed.

INSURANCE AND W-9 REQUIREMENTS
RFP # 6835-18
TRANSPORTATION MASTER PLAN UPDATE

INSURANCE REQUIREMENTS

General Liability \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products Completed Operations Aggregate
 3 years Products/Completed Operations

Automobile Liability \$1,000,000 Each Accident
 *Including Hired & Non-Owned Auto

Worker's Compensation and Employer's Liability
 Statutory limits

Professional Liability or Errors and Omissions
 \$2,000,000 Per Loss
 \$2,000,000 Aggregate
 Coverage maintained or extended discovery period for 2 years

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

W-9 REQUIREMENT

Provide a copy of your business's W-9 with your proposal.

SIGNATURE PAGE**RFP # 6835-18****TRANSPORTATION MASTER PLAN UPDATE**

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name and Title of Person Authorized to Contract with Boulder County	
Name and Title of Person Submitting Bid	
Email Address for Person Submitting Bid	
Company Address	
Company Phone Number	
Company Website	
Company Fax Number	

By signing below I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

Appendix A- Summary of Anticipated Data Requirements	
Category	Details
Develop the Multimodal System	
Safety	Incorporate analysis from crash data (Boulder County report); Identify problem areas, typical types of problems, identify recommended strategies based on national and international best-practices, and include a high-level analysis of the trade-offs that result from their implementation (i.e. travel time, construction costs).
Low-Stress Bike-Ped Networks	Identify "low stress" evaluation criteria and evaluate the bicycle/pedestrian network by applying it. Identify corridors where bicycle facilities are needed to complete a low-stress bicycle network. Include recommendations and best practices for specific facility types in a rural/suburban context. Update TMP maps to reflect existing and planned low-stress facilities and other bicycle facilities for final document.
Create the Complete Trip	
N/A	No new analysis is anticipated for this strategy. Analysis from other strategies should be incorporated into this strategy as applicable.
Invest in Key Transportation Corridors	
Demographics & socioeconomics (current & 2040)	Population growth over time by age, income, and location, (census, DOLA); Regional employment projections (DRCOG urban sim, DOLA, census).
Travel Patterns (2040)	Synthesize existing studies and fill gaps a. Collect and present the travel forecasting data from NAMS and recent corridor studies, including SH7 BRT/PEL, SH119BRT, SH 66, US 36, SH 93. b. Consider whether additional travel forecasting data needs to be generated from the regional DRCOG 2040 model for the purpose of conducting network analysis or to further respond to the scope of work. i. Consultant's proposed scope should include 2-3 model runs for this purpose. ii. Prior to conducting these model runs, consultant should confirm their purpose and scope to the Boulder County TMP team. c. Review the assumptions and existing published data from the regional North Front Range MPO travel forecasting model and identify areas of consistency and inconsistency with the DRCOG travel forecasting model, recommending adjustments between the two, if appropriate and necessary to better capture regional travel between North Front Range communities and Boulder County. d. Present regional commute patterns, network analysis, and other relevant outcomes for the county's transportation system, based on a-c above, in formats appropriate for different audiences (BC TMP team, community meetings, decision-makers, etc.).
Travel Patterns (current)	Consider use of "big data" to establish current travel patterns including origin/destination analysis as pertinent to a 25 year planning horizon.
Land Use Patterns (current & 2040)	Analysis of planned and anticipated development and impact on transportation, including origin-destination analysis.
Increase Accessibility	
Families and School Transportation Needs	Incorporate data about transportation needs/challenges related to families and schools; Gather transportation-related school data to answer questions such as: What % of children go to neighborhood school vs. other school? What impact does school transportation have on the system as a whole? How does school transportation impact disadvantaged populations?
Affordable Living	Analysis of the combined cost housing and the cost of transportation for residents of Boulder County at various income levels to understand the true costs and the implications on lower and moderate income households

Appendix A- Summary of Anticipated Data Requirements	
Category	Details
Increase Resiliency	
N/A	Analysis for this strategy is expected to be completed in Boulder County's "Institutionalizing Floodplain Management and Transportation System Resiliency Study."
Enhance Mountain Area Connections	
N/A	No new analysis is anticipated for this strategy. Analysis from other strategies should be incorporated into this strategy as applicable.
Plan for Technology Change	
Develop process to keep pace with change	Recommend a process for Boulder County to adopt new policies, procedures and standards as we learn about them. Recommend the level of regional or national testing that must be conducted before Boulder County adopts these new procedures.
Identify the issues	<p>Identify the Issues. Incorporate data from Mobility Choice Blueprint study that are relevant to Boulder County and develop a set of concerns and opportunities for topics below. These are not recommendations for action, rather items that we need to be aware of.</p> <ul style="list-style-type: none"> a. Road design: How might we need to change our designs? (e.g. signage and striping procedures) Will pick-up/drop off areas need to be widely incorporated? b. Road maintenance: Are there new requirements such as maintaining a level of visibility of striping? Are there new requirements for expediency of snow removal? c. New Materials/equipment: Are there new materials that need to be used, such as within the pavement? Are there upgrades to signal systems so that they communicate with vehicles/bikes/pedestrians? d. Vehicle Volumes. Early studies have demonstrated that ride-hail companies increase VMT. Autonomous vehicles may induce longer trips. What should Boulder County expect in terms of increased vehicle volumes in the next several decades. e. Parking. How will autonomous and semi-autonomous vehicles impact parking, both on the residential side and the commercial/retail side? What should we understand about impacts to local parking codes or neighborhood spill-over? f. Equity Impacts. What will be the impact to county populations that don't have access to new technology? What are the specific barriers that seniors, low-income, non-English speaking populations with face? g. Energy Efficiency. Automobile occupancy rates may drop to below 1 person per car. What are the expected impacts to the energy use in the transportation sector? Are there any local agencies that use a metric of kilojoules/person-mile traveled? h. Impact to Transit. Is the trend of decreasing transit ridership related to new transportation technologies and if so, what can we continue to expect.
Transportation Funding and Revenue Sources	
Funding Analysis	Analysis of costs, funding sources, and revenue, including anticipated future trends.

Appendix B- Existing Data, Plans, and Studies

Northern Area Mobility Study (NAMS)
Boulder County Comprehensive Plan
Boulder Valley Comprehensive Plan
SH7 PEL (Brighton - SH287)
SH7 PEL (SH287 - 75th)
East Arapahoe Plan (City of Boulder)
SH7 BRT Feasibility Study
SH119 BRT NEPA
City of Boulder TMP/Update
City of Boulder Transportation Delivery Option Study
Envision Longmont
University of Colorado TMP/Update
Westconnect/SH93 PEL
SH66 PEL (underway)
SH287 Plan (North Front Range)
Lafayette/SBR/120th
Louisville/SH42/95th
Erie Transportation Plan
Lyons Master Plan Update
DRCOG 2040 Plan
Jefferson Parkway Plans
CDOT NI25 Plans
CDOT Bustang Plans
RTD FasTracks
Boulder County Affordable Housing Strategy
Boulder County Mobility for All Needs Assessment
Boulder County LEHD Analysis
Mobility Choice Blueprint (to be completed fall 2018)

Note: This list is for informational purposes only and should not be considered exhaustive.

BOULDER COUNTY TRANSPORTATION MANAGEMENT PLAN UPDATE SAMPLE CONTRACT TDST 18179

THIS CONTRACT ("Contract") is entered into between the County of Boulder, State of Colorado, acting by and through its Board of County Commissioners ("County") and (name of company) ("Contractor"), (collectively, the "Parties").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. **Incorporation into Contract:** The following documents (the "Contract Documents") are each expressly incorporated into this Contract by reference:
 - a. *Request for Proposal and Specifications of Boulder County RFP No. 6835-18* together with any alterations and/or modifications to these Specifications (the "Bid Documents");
 - b. Contractor's proposal in response to the Bid Document (the "Proposal");
 - c. The scope of services, attached hereto as Exhibit A (the "Scope of Services"); and
 - d. The fee schedule, attached hereto as Exhibit B (the "Fee Schedule").
2. **Work to be Performed:** The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing the update of the Transportation Master Plan as specified in the Contract Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Contract Documents and this Contract.
3. **Term of Contract:** This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on July 1, 2018 and shall continue through December 31, 2018.
4. **Payment for Work Performed:** In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Contract Documents, \$ (contract price) .
 - a. **Invoicing: All invoices submitted require the following components:** Contractor's name and address (which must match the submitted W-9 or W-9 with remit address), payment remittance address, payer, name and address, date of invoice, invoice number, brief description of services, dates of services, and total amount due.
 - b. Send completed invoices to: tdinvoices@bouldercounty.org
 - c. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment.
 - d. The County reserves the right to recoup any damages incurred as a result of Contractor's failure to submit invoices pursuant to the terms of this paragraph.

5. Extension and/or Renewal of Contract Term:

- a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.
- b. Upon mutual agreement by the parties, this Contract may be renewed for four additional one-year periods through December 31, 2022 during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 14. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract or any subsequent renewals.
- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.
- d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**
- e. Should the Parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

8. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees,

which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

9. **Insurance Requirements:** The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

a. **Commercial General Liability.**

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

b. **Automobile Liability.**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

c. **Workers' Compensation and Employer's Liability.**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

e. **Professional Liability (Errors and Omissions).**

Professional liability coverage with minimum limits of \$2,000,000 Per Loss and \$2,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

The Contractor shall provide a Certificate of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

Contractor shall forward certificates of insurance directly to:

Boulder County Transportation
Attn: Laura Konersman
P.O. Box 471
Boulder, CO 80306

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or nonrenewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Please forward certificates to the county representative named above.

10. **Nondiscrimination:** The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

11. **Nondiscrimination Provisions Binding on Subcontractors:** In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. **Information and Reports:** The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has

made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

14. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.
- b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 15.
- c. In the event the County exercises either of the termination rights specified in

paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail, or hand-delivered to the following representatives of the parties at the following addresses:

For the County: George Gerstle, Director
Boulder County Transportation Department
P.O. Box 471
Boulder, CO 80306
ggerstle@bouldercounty.org

For the Contractor: (enter Contractor's name, Mailing and Email Address)

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

17. Prohibitions on Public Contract for Services:

Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Contract (public contract for service) and for the duration thereof:

- a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- b. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- c. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
 - d. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
 - e. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous sentence, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - f. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
 - g. If Contractor violates any provisions of this Section of this Contract the County may terminate this Contract for breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.
18. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.
19. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.
20. Complete Agreement/Binding Effect: This Contract represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.
21. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

22. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

24. Invalidity Provision: Should any of the provisions of this Contract be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Contract, forthwith.

25. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

26. Conflict of Provisions: In the event of any conflict between the terms of this Contract and the terms of any attachments or addenda, the terms of this Contract shall control.

27. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

28. Representations and Warranties: Contractor represents and warrants the following to The County, as a material inducement to the County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the work.

- a. Execution of this Contract and performance thereof is within the Contractor's duly authorized powers;
- b. Any individual executing this Contract is authorized to do so by the Contractor;
- c. The Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the project; and
- d. The Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the work and perform all obligations under the Contract.

29. Execution by Counterparts; Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of

this Contract Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

[Signature Page to Follow]

infostores

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

Executed by Boulder County on _____.
(date)

**COUNTY OF BOULDER
STATE OF COLORADO**

ATTEST: _____

By: _____
Administrative Assistant
Clerk to the Board of Commissioners

(seal)

By: _____
Chair
Board of County Commissioners

Executed by Contractor on _____.
(date)

CONTRACTOR:

Signature: _____

Title: _____

Print Name: _____

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statutes, § 8-17.5-101, et seq., as amended, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.