

**REQUEST FOR PROPOSAL  
STATE HIGHWAY 7 BUS RAPID TRANSIT STUDY**

**RFP # 6341-15**



**SUBMITTAL DUE DATE  
DECEMBER 1, 2015  
2:00 p.m.**

**BOULDER COUNTY PURCHASING**

**2025 14<sup>TH</sup> STREET  
BOULDER CO 80302**

[Purchasing@bouldercounty.org](mailto:Purchasing@bouldercounty.org)

# REQUEST FOR PROPOSAL

The Boulder County Transportation Department is seeking proposals from qualified vendors for Professional Consulting Services for a State Highway 7 Bus Rapid Transit Study. The project will be jointly funded by Boulder County and Adams County, with Boulder County being the project manager.

## **Written Inquiries**

All inquiries regarding this RFP shall be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before 4:00 p.m. **November 10, 2015**. A response from the County to all inquiries shall be posted and sent via email no later than **November 17, 2015**.

## **Submittal Instructions**

Submittals are due at the Administrative Services Front Desk or the email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on December 1, 2015**.

**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 e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail 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.**

**E-Mail**      **purchasing@bouldercounty.org**; identified as **RFP # 6341-15** 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 # 6341-15**, to the Administrative Services Front Desk at 2025 14th Street, Boulder, CO 80302. Please allow at least 2 days for delivery of USPS Priority and Express Mail.

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.

## 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 # 6341-15**  
**STATE HIGHWAY 7 BUS RAPID TRANSIT STUDY**

**SCOPE OF SERVICES**

The services required for this study are twofold and include:

- 1) A State Highway 7 (SH 7) Planning and Environmental Linkages (PEL) Study for the geographic area between US 287 and the intersection of 75th St. This 4-mile segment of SH7 was not addressed in the PEL completed by CDOT in 2014.
- 2) An investigation of the feasibility, necessary infrastructure improvements, and potential operating scenarios for bus rapid transit on the State Highway 7 corridor from the City of Boulder's transit center to Buckley Road in Brighton.

A detailed Scope of Work can be found in Appendix A.

**SELECTION CRITERIA**

Boulder County will notify consultants to let them know if they will be invited to present at consultant interviews. Consultant groups invited to the interviews will be allotted 30 minutes to introduce their consultant team and present their project approach to a selection committee. This will be followed by a 15 minutes period to allow for the selection committee question.

The selection committee will consist of members of the project advisory committee (TAC). The consultant selection committee members will score consultants using the criteria outlined in Figure 1. A consultant's scores will then be averaged and the consultant with the highest average score will be selected to enter contract negotiations for the final project scope of work and the cost for services. This process will follow the consultant selection procedures required by FHWA and CDOT, including requirements for independent government estimates (IGE) for cost of services and withholding estimates of project cost until negotiations for project scope of work and cost for services is underway.

Figure 1: The consultant providing the best value to Boulder County will be selected. Evaluation criteria that will be used are as follows:

1. Qualifications
  - Qualifications of your firm, staff and, any subcontractors
  - Details of expertise/strengths to complete the scope of work
  - Previous work products and references from other similar projects

2. Cost

- Proven ability to complete the Scope of Work within the project budget
- Proven ability and/or experience estimating total project costs given a Scope of Work

3. Approach

- Excellent understanding of the work required for the project
- Project approaches and ideas that could enhance the project deliverables
- Approach to quality control, project management, and team communication

4. Contracting

- Willingness to enter into the Boulder County Standard Contract Agreement

**INSURANCE REQUIREMENTS**

**General Liability**

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products Completed Operations Aggregate

**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**

\$1,000,000 Per Loss  
\$1,000,000 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. If you require a waiver of insurance requirements (e.g. Workers' Comp 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.**

**SUBMITTAL SECTION**  
**RFP # 6341-15**  
**STATE HIGHWAY 7 BUS RAPID TRANSIT STUDY**

Qualified consultants interested in performing the work described in this request for proposals should submit the following information in the order described.

- Qualifications of your firm and all staff (including sub-consultants) proposed to perform the work on this project. Include details of experience your firm has in completing FHWA PEL studies and Bus Rapid Transit planning.
- A list of relevant projects completed in the last seven years.
- A list of critical issues that the consultant considers to be of importance for the project.
- A project approach based upon the Scope of Work in Appendix A. Include quality control, project management and team communication.
- References from at least three other relevant projects with similar requirements that have been completed within the past seven years and that have involved the staff proposed to work on this project.
- Consultant's willingness to enter into the Boulder County Standard Contract Agreement.

**SIGNATURE PAGE**  
**RFP # 6341-15**  
**STATE HIGHWAY 7 BUS RAPID TRANSIT STUDY**

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

<b>Contact Information</b>	<b>Response</b>
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.

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.

**SAMPLE CONTRACT**  
(DO NOT RETURN WITH YOUR PROPOSAL)

**BOULDER COUNTY** (name of service contracting for) **CONTRACT**

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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").

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

1. Incorporation into Contract: *The Invitation for Bid and Bid Specifications of Boulder County Bid No.* \_\_\_\_\_, together with any alterations and/or modifications to these Specifications (the "Bid Documents"), are expressly incorporated into this Contract by this reference.

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 (specify type of work) as specified in the Bid Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid 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 (date) and shall continue through (date).

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 Bid Documents, \$ (contract price).

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 written 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 date 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.

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured endorsements CG 2010 (or equivalent), Designated Construction Projects General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured (for products/completed operations) CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate". The County may require Products/Completed Operations coverage to be provided for up to 3 years after completion of construction.

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.

***This coverage may not be required if Contractor is not using a vehicle as part of its performance under the contract. Contact Risk Management for a waiver.***

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.

***This coverage may not be required if contractor has no employees. Contact Risk Management for a waiver.***

d. Professional Liability (Errors and Omissions).

All contractors required to be professionally certified by the State of Colorado (i.e., architects, engineers, doctors, nurses, etc.) and/or any consultants whose errors in judgment, planning, design, etc. could result in economic loss to the County, must provide proof of professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 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.

e. Pollution Liability.

This coverage is required whenever work under the contract involves pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services. The policy shall cover the Contractor's completed operations. The coverage must include

sudden and gradual pollution conditions including clean-up costs when mandated by governmental authority, when required by law, or as a result of a third party claim. Minimum limits required are \$1,000,000 Per Loss and \$1,000,000 Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

f. Third Party Fidelity or Crime Insurance.

This coverage is required when the contractor or employees of the contractor handle money on behalf of the County (an auction company, someone collecting fees for the County, etc..) If the Contractor is physically handling money at a County owned location, the Contractor's crime insurance should provide a coverage extension for "Employee Theft of Client Property". This can also be provided by a third party fidelity bond/policy. The limit shall be \$1,000,000 Per Loss.

g. Farmer's Liability.

Farmer's Liability may be substituted for Commercial General Liability to support Parks and Open Space agriculture leases.

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.*

**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. Such notice shall be sent directly to (\_\_\_\_\_) **Agency / Department Representative's Name & Address**.

If any insurance company refuses to provide the require notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect. Such notice shall be sent directly to:

Boulder County  
Attn: Risk Manager  
P.O. Box 471  
Boulder, CO 80306

Please forward certificates to the above certificate holder.

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.

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, or hand-delivered to the following representatives of the parties at the following addresses:

For the County: (enter DH/EO's name, Department, and Mailing Address)  
For the Contractor: (enter Contractor's name and Mailing 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 Agreement (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 paragraph, 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 Agreement, the County may terminate this Agreement for breach of contract. If the Agreement 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. Benefit to Successors and Assigns: This Contract shall be binding upon the successors and assigns of the parties.

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 20<sup>th</sup> 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. Severability: If any provision of this Contract is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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. Governmental Immunity: Nothing in this agreement 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.

27. Execution by Counterparts; Electronic Signatures: This Agreement 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 Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (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.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on \_\_\_\_\_(date)\_\_\_\_\_.

**COUNTY OF BOULDER  
STATE OF COLORADO**

**ATTEST:** \_\_\_\_\_

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

Administrative Assistant  
Clerk to the Board of  
Commissioners  
(seal)

Chair, Board of County Commissioners

**CONTRACTOR:**

**ATTEST:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Title:** \_\_\_\_\_

(If this Contract is executed on behalf of a corporation, it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate by-laws, the corporate seal must be affixed to the Agreement by the Secretary of the corporation or other authorized keeper of the corporate seal.)

**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/>.

## **Appendix A: Project Scope of Work**

### ***State Highway 7 Bus Rapid Transit Study***

#### **Project Background:**

Boulder and Adams Counties have been awarded a TIP grant to develop a detailed plan for a multijurisdictional Bus Rapid Transit (BRT) route between downtown Boulder and downtown Brighton. The study will also conduct a PEL analysis on the portion of the State Highway 7 between 75th Street and US 287 in Boulder County to provide a level of detail and recommendations for transportation improvements, consistent with those produced in the State Highway 7 Planning and Environmental Linkages Study (SH 7 PEL). The State Highway 7 Bus Rapid Transit (SH 7 BRT) study is a cooperative partnership between Adams, Broomfield, and Boulder counties, the cities and towns along the SH 7 corridor, RTD, and CDOT. Partners in the project enthusiastically support the study.

The State Highway 7 corridor and surrounding areas have experienced extensive growth in housing and employment over recent years. This trend has led to increased traffic, congestion, and safety issues along the corridor. Growth along this corridor is expected to continue in the foreseeable future requiring multimodal transportation system improvements to increase the person carrying capacity and maintain a safe and efficient transportation corridor.

In February 2014 the CDOT SH 7 PEL Study was published providing direction for transportation improvements on SH 7, from US 287 on the west, to US 85 on the east. This multi-year, multi-jurisdictional study provided detail on the need for potential infrastructure and transportation system operations improvements along the corridor. The study also identified “both a desire and a need for transit service along the SH 7 corridor in the future,” and included transit priority treatments and transit amenities in the recommended alternative. (p. 116)

The SH7 BRT will be, in part, a continuation of the SH 7 PEL Study. It aims to identify problematic areas along the SH 7 corridor from US 287 to the SH 7 intersection with 75th Street. The results of this portion of the study, in combination with the SH 7 PEL Study, the North Area Transportation Evaluation (NATE), and Envision East Arapahoe Corridor Plan (ENVISION), and other related corridor planning studies (as applicable) will provide holistic analysis and recommendations for multimodal corridor improvements along the entire SH 7 facility from Brighton to Boulder.

As part of RTD’s 2014 Northwest Area Mobility Study (NAMS), 20 arterials were considered for Bus Rapid Transit. After preliminary screening of all 20 corridors, six corridors were found to be potentially viable BRT routes, including SH 7. A NAMS stakeholder group convened to further investigate feasibility of the six potential corridors.

Within their study the NAMS group was charged with identifying a number of route characteristics including:

- Route description including start/end points, length;
- Major route and running-way considerations;
- Travel time between start/end points/major origins and designations;

- Number of stations, Park and Rides, queue jumps/Transit Signal Priority improvements, preliminary stop locations;
- Projected 2040 boardings;
- Estimated capital cost; and
- Key characteristics.

(See NAMS page 46)

Additional effort was invested in the assessment of the six potential BRT corridors in the Northwest area. Information was collected to evaluate the current conditions around each corridor, using the DRCOG “FOCUS” travel demand model, in order to confirm the corridor’s viability to support BRT service. Connectivity, ridership projections, average transfers, travel time comparisons, demographic and socioeconomic data, and an array of other information was collected and compared to standards established in USDOT grant rounds. This information was also used to estimate opening day capital costs, ongoing operations and maintenance costs, annualized cost per rider, subsidy per boarding, along with likely funding sources to start and continue operations of the service. Appendix B from the NAMS should be referred to for additional information. (See NAMS page 98)

The NAMS study focused primarily on the portion of SH 7 corridor extending from the Boulder Transit Center to Lafayette, and continuing east to I-25. The results from the NAMS found SH 7 to be one of the most suitable corridors to support BRT service at this time.

**Scope of work:**

**Element 1: Completing the Planning and Environmental Linkages Study for the State Highway 7 Corridor**

Limits: State Highway 7 from US 287 on the east to 75<sup>th</sup> Street on the West (4-miles)

The requirements for a Planning and Environmental Linkages (PEL) study are available on the FHWA website: <http://www.environment.fhwa.dot.gov/integ/>. PEL studies use a collaborative and integrated approach to transportation decision-making that:

- 1) Considers environmental, community, and economic goals early in the transportation planning process, and
- 2) Uses the information, analysis, and products developed during the planning process to inform the environmental review process.<sup>1</sup>

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<sup>1</sup> <http://www.environment.fhwa.dot.gov/integ/>

The PEL approach ultimately seeks to streamline project delivery by exploring all alternatives, calling out project issues, and ensuring strong stakeholder engagement early in the planning process. This approach also emphasizes land use and environmental data collection and analysis to identify issues that may require special focus during the NEPA phase. The report should prepare the project area for any future NEPA studies.

This study will build off and incorporate work completed through the City of Boulder’s Envision East Arapahoe project, CDOT’s SH 7 PEL study, the I-25 PEL, the US 85 PEL, and the NATE II study.

**Deliverables:**

**A. Complete present day and future (2040) traffic analysis**

- Consistent with the traffic analysis in the SH 7 PEL
- A multimodal approach (Transit, Bike, Pedestrian, Motor Vehicle)
- Using “person” LOS in addition to vehicular LOS.

**B. Current and future (2040) land use analysis**

- Consistent with the approach used in the SH 7 PEL
- Sufficiently in depth to identify likely NEPA issues (Use the 2008, SH 7 (Arapahoe Rd.) Environmental Assessment where possible)
- Relying on existing studies, EIS, and other information when available

**C. Recommendations for multimodal infrastructure improvements**

- Consistent with the approach used in the SH 7 PEL
- Consideration given to all transportation modes, ensuring first and last mile pedestrian and bicycle connectivity is taken into account
- Identify roadway ROW needs for infrastructure improvement recommendations. Ensure these take into account BRT scenarios provided in the Element 2 of this study
- The area being investigated should be organized into segments that share similar roadway characteristics (lanes, ROW needs, etc....)
- Provide roadway cross sections for each unique segment
- Infrastructure alternatives analysis (3-5 alternatives)

- Recommendations must be integrated with existing recommendations from the SH 7 PEL, EEA, and other applicable studies.
- Recommendations should include ROW needs and highway cross-sections

**D. The PEL report for Element 1 should be completed as a standalone document and accepted by FHWA**

- FHWA coordination is specifically required for review and approval of infrastructure alternatives and PEL questionnaire signoff.
- The PEL project area is along the SH 7 corridor between US 287 and 75<sup>th</sup> Street. The content of the report should be consistent with content in the CDOT SH 7 PEL study and will prepare the project area for NEPA as a future step.

**E. Exhibit’s in the study should include:**

- Maps of the area under review presenting traffic and land use analysis findings,
- Roadway cross sections with ROW needs (for unique roadway sections),
- Conceptual drawings of recommended intersection improvements for 75th and 95th street intersections with order of magnitude cost estimates.

**F. Completed PEL questionnaire signed off on by FHWA**

**G. A summary of the stakeholder engagement (to satisfy PEL requirements)**

**Element 2: Bus Rapid Transit Plans for the State Highway 7 Corridor**

Limits: State Highway 7 from Buckley Road (27<sup>th</sup> Ave) on the east to the Boulder Transit Center West

The SH 7 BRT investigation seeks to further refine the high level feasibility study conducted in the Northwest Area Mobility Study (NAMS) and extend the corridor under investigation to include areas east of I-25, terminating at the intersection of SH 7 and Buckley Road (27<sup>th</sup> Ave.) in Brighton.

The feasibility analysis will rely, to the greatest extent possible, on previous work and assumptions available from: NAMS, SH 7 PEL, US 85 PEL, I 25 PEL, NATE II, Boulder’s Envision East Arapahoe Study.

**Deliverables:**

**A. BRT Feasibility (Present Day and 2040)-**

- Perform a station specific passenger demand analysis for the extent of the corridor. Specific assumptions for transit operations should be consistent with

interim guidance released by FTA for their Capital Investment Program Small Starts grants. Coordination with FTA and RTD will be necessary for establishing modeling assumptions.

- Coordinate with RTD, DRCOG, and FTA to identify an appropriate model for this study. It will likely be the DRCOG FOCUS model configured by the consultant. Additional coordination with corridor municipalities regarding development assumptions should be pursued to ensure model consistency with municipal development goals. A portion of the municipal development assumptions are available in CDOT's SH 7 PEL study. If existing model SH 7 model runs exist, their results should be incorporated to the greatest extent possible to minimize duplication of work.
- Identify vehicle procurement necessary to support BRT operations.

#### **B. BRT Capital Improvements List-**

- Prepare alternatives for transit related capital improvements for the corridor (queue jumps, TSP, exclusive running lanes, etc.). The options should range from low cost investments that facilitate incremental high frequency transit, to fully built out BRT improvements.
- An order of magnitude unit cost and likely locations for the capital and TSP improvements corridor wide shall be identified.

#### **C. BRT Buildout Scenarios –**

- Provide four BRT alternatives that show infrastructure enhancements from the list of infrastructure Improvements in Element 2-b. The alternatives should consider two operations assumptions, with at least one consistent with interim guidance from FTA's CIP Small Starts and the alternatives should provide a range improvements from low cost to a fully built out BRT
- Scenarios should indicate running way (or mix of running ways) for the entire length of the corridor (curb, mixed, exclusive lanes, etc.)
- Scenarios should include infrastructure improvements and locations of improvements that will be necessary to support the BRT alternative
- Scenarios should include order of magnitude costs assumptions for improvements and operations
- Scenarios should include estimated end-to-end running time
- Provide a description of how the scenarios would integrate with existing and planned RTD transit and rail services, and the CDOT operated Bustang
- Scenarios should include phased buildout plans for future BRT enhancements
- Phased future enhancements should include time savings associated with the recommended incremental improvements (i.e. exclusive running lanes will reduce travel time by approximately X minutes)
- Scenarios should include ridership assumptions based on the BRT service level
- The level of effort regarding the I-25/SH7 interchange should be minimized as there are a number of parallel studies that are investigating it.

- The consultant should be aware that it is known that the implementation of this project will require the construction of a new RTD maintenance facility, but that should not be a focus of this study.

**D. Public Engagement and Meetings with the Project Team-**

- Public engagement for the BRT portion of this study is expected to be limited. Local staff will take responsibility for leading public informational meetings at key points in the study process. The consultant may be asked to provide informational materials and project maps for the meetings
- The consultant will provide project updates for quarterly TAC and PAC meetings and weekly updates to the project manager

**E. Final Report Elements**

- A summary of the BRT feasibility on the SH 7 corridor with supporting data and comparisons to other analogous BRT systems
- A review of infrastructure improvement types to support BRT. Include typical unit costs and associated benefits (time savings, safety, ridership, etc.. This can be in a matrix format)
- A detailed outline and analysis of SH 7 BRT scenario alternatives
- A recommended alternative scenario
- Phased incremental enhancements for the scenario with associated order of magnitude costs, and a summary of enhancement benefits