

# Town of Lovettsville

## REQUEST FOR PROPOSAL

### Town-Wide Transportation Study and Plan for the Town of Lovettsville

Mailing Address:

P.O. Box 209  
Lovettsville, VA 20180

Delivery Address:

6 East Pennsylvania Avenue  
Lovettsville, VA 20180

Informational Contact:

Joshua A. Bateman, AICP  
Planning Director  
Phone/Fax: (540) 822-5788  
E-mail: [jbateman@lovettsvilleva.gov](mailto:jbateman@lovettsvilleva.gov)

Proposals Due:

\_\_\_\_\_, at 2 p.m.

## **BACKGROUND:**

Lovettsville is a small, predominantly residential town of approximately 2,300 residents. The Town was settled in the mid-1700s by German immigrants and first incorporated in 1836. Today, Lovettsville is still known as the German Settlement, and celebrates this German heritage annually with an Oktoberfest weekend and holiday events.

## **DESCRIPTION OF PROJECT:**

In 2017, the Town adopted a substantial update to the 2011 Comprehensive Plan, including to the goals and policies of the Transportation Chapter (Chapter 6) and Transportation Plan Map (Map 6). These two components of the Comprehensive Plan constitute the Town's currently-adopted transportation plan. The plan proposes several new local and subdivision streets needed to complete the Town's street network; proposes realignments of, and improvements to, certain intersections and street segments; and includes planned facilities for pedestrians and bicyclists to improve safety for all modes of travel throughout the Town. Many of these projects were included in previous Town comprehensive plans and have evolved over time as vacant parcels have undergone development, increasing traffic on Town streets and demand among system users for improved facilities.

Proposed improvements for vehicular facilities were intended to be preliminary only and were added to the plan without the benefit of analysis by professional transportation planners and engineers to determine their viability. However, the Town transportation plan contains several policies calling for the creation of such a Town-wide transportation master plan covering vehicular, pedestrian, bicycle, and public transportation facilities to "identify potential improvements...necessary to better accommodate internal and through traffic volumes, or...needed for safety, traffic calming/control and aesthetic purposes, including any new connector or perimeter roads that may be needed outside of the Town limits." To prevent duplication of prior efforts and focus limited budgetary resources on projects which are not the subjects of previous or current studies or projects, such an endeavor would not include the East Broad Way and South Loudoun Street streetscape projects or the North Berlin Pike shared-use trail, the need for which are long-established.

## **SCOPE OF SERVICES:**

The Town of Lovettsville is seeking the services of a transportation planning and engineering consulting firm to draft, in consultation with the Town Planning Director and Lovettsville Planning Commission, a Town-Wide Transportation Plan in order to:

1. Develop a base map of the Town's existing transportation system and planned transportation improvements using available Town and County GIS data.
2. Review the Town's Subdivision and Zoning Ordinances, Comprehensive Plan, Capital Improvement Plan, Town Square Master Plan, traffic count data and other existing concept plans and traffic studies to become familiar with existing conditions and development requirements for undeveloped properties.

3. Study the transportation system in Lovettsville to determine any areas where significant geometric, safety and related deficiencies exist, including narrow-width streets and street rights-of-way; substandard intersection configurations, geometry and/or spacing; deficient or unsafe sidewalks, crosswalks and/or ADA ramps; inadequate maintenance, drainage and other issues with respect to the current condition of Town streets and associated rights-of-way; and transportation facilities which are deficient in terms of VDOT design and construction standards generally.
4. Participate in meetings with the Town staff, Planning Commission, Town Council, VDOT Northern Virginia District, Loudoun County and the public as necessary to present, discuss and obtain guidance on proposed recommendations for improvements to the Town's transportation system.
5. Develop illustrative conceptual plans recommending specific needed improvements to the Town's transportation system which adhere to VDOT design and construction standards, including but not limited to:
  - a. An overall Town-wide transportation plan depicting generally the locations, alignments and configurations of proposed transportation system improvements and modifications;
  - b. The approximate locations, alignments and general character of proposed future transportation corridors;
  - c. Conceptual plans for specific proposed modifications and improvements to the transportation system which reflect sound transportation design and engineering principles and applicable VDOT standards; and
  - d. Locations for public on- and off-street parking where existing plans have identified a need.
6. Develop a final written report containing narrative and illustrative elements explaining the methodology used in the analysis of the transportation system and basis for recommendations, including supporting information. Include an executive summary.
7. Develop GIS data for recommended transportation facilities, improvements and corridors for delivery to the Town.

**SELECTION CRITERIA:**

Proposals will be evaluated based on, but not limited to the criteria listed below. The Town reserves the right to interview several candidate firms before making a final decision. A cost estimate (which may be a combination of lump sum and hourly estimated costs) for a thorough scope of services broken down by tasks may be requested at some time during the selection process. The Town reserves the right to refuse any and all proposals.

Five (5) copies of the proposal must be provided to the Town Office by the due date specified and must include the following elements. The proposal should be concise and contain no more than thirty (30) pages:

1. The firm's understanding of the Town of Lovettsville's transportation network, commuting patterns and relationship of residential and commercial growth in the Town and surrounding area to regional transportation challenges and needs.
2. The firm's understanding of the project and ability to provide innovative, practical and cost-effective solutions for the Town of Lovettsville's unique situation and specific transportation needs.
3. Experience in working with relevant local and state agencies including local and district offices of VDOT and the Loudoun County Department of Transportation and Capital Infrastructure.
4. Experience working with VDOT and other state and federal funding agencies to obtain funding for local transportation studies and projects, including loan as well as grant opportunities at the local, regional, state and federal level.
5. Technical planning and civil engineering expertise, both as a firm and as individuals assigned to the project, to complete the activities as outlined in this RFP and ability of the firm to provide quality professional planning and engineering analysis in an efficient, cost-effective and timely manner.
6. Past experience within the last 10 years of up to 3 similar projects of this type, size and scope. Experience in the areas listed below should be highlighted:
  - a. Experience with planning and preliminary/conceptual design of transportation safety improvements and upgrades to substandard street intersections, narrow-width town and/or village streets having inadequate drainage infrastructure, context-sensitive transportation facility solutions, and pedestrian and bicycle facilities.
  - b. Experience obtaining support from VDOT for innovative and context-sensitive transportation solutions.
  - c. Experience preparing conceptual road alignments and plans for future connector streets traversing undeveloped parcels of land at suitable widths, grades, etc.
  - d. Experience working for small towns having limited budget resources.
7. Past experience within the last 10 years working with up to 5 clients of similar size and/or type.
8. The firm's experience in engaging with key stakeholders in the planning and design process to obtain their and the community's support.
9. Identification of key employees proposed to work on the project describing any experience relevant to RFP scope elements.
10. Ability to provide high-quality transportation system analysis, planning and preliminary/conceptual design.
11. Confirmation that the firm is not currently working on behalf of private property owners or developers on any activities within the Town of Lovettsville in order to demonstrate that no conflict of interest exists or will exist during the project timeframe.

12. The Town has a standard Professional Consulting Agreement for Services which is attached. The firm must be capable and willing to enter into this agreement without modification in order to bid for this project. Proposal should state the firm's intent and ability to sign this agreement. No modifications to the agreement will be considered; firms need not apply if modification to the agreement is requested.

**Contract Number** \_\_\_\_\_

## **Professional Engineering/Consulting Services Agreement**

This **CONTRACT** (the “**CONTRACT**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **TOWN OF LOVETTSVILLE, VIRGINIA** (the “**TOWN**”), a municipal corporation, and \_\_\_\_\_, a having a usual place of business at \_\_\_\_\_ (the “**CONSULTANT**”).

The Consultant and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

**1. Provision of Services.** The Consultant hereby agrees to provide the following services to the Town:

*Description of services.*

The services to be provided by the Consultant hereunder shall in nature and quality meet or exceed those provided under the same or similar circumstances by like professionals or practitioners of Consultant’s profession or trade working in the Northern Virginia area at the time of the services are to be provided under this contract. If additional services are identified as needed that the Contractor believes are beyond that identified in the proposal, a Change Order shall be provided and approved by the Town prior to any of the additional work being completed.

All plans, drawings, specifications, reports, surveys, studies and other documents (“Instruments of Service”) prepared for or by the direction of the Town under this Contract shall be deemed works made for hire and shall be the exclusive property of the Town upon payment in full for said works, free of claims or encumbrances. Consultant shall provide to the Town documents and original copies in media that can be reproduced. The Consultant will not be liable for any unauthorized copies of the work provided by the Town or provided by others; neither will Consultant be liable for unauthorized use of the Instruments of Service by the Town or others.

**2. Contract Documents.** The Contract Documents consist of this Contract their Standard Hourly Billing Rate Schedule. Work will be requested by the Town in the form of a Task Order for each Task of the scope. The Consultant will provide a proposal/scope of services for each project and may offer it as a lump sum, time and materials or any combination of the two. For later tasks, the contract may provide estimated costs to be updated after an earlier task is completed. Upon request by the Town, the Consultant shall provide an updated scope of services for later Tasks. The Town will review the Scope and request revisions as appropriate and will authorize in writing to the Consultant to begin work on a particular Task Order. Where the terms of this Contract and the Consultant’s proposal are at variance, the provisions of this Contract shall prevail.

**3. Contract Term.** The term of this Contract shall consist of the period of time  
\_\_\_\_\_ year from date of contract,

**4. Contract Amount.** In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Consultant within thirty (30) days after receipt of a proper invoice for the amount of payment due or thirty (30) days after receipt of services, whichever is later, and in accordance with paragraph 5 of this Contract.

The Town agrees to pay the Consultant for work done in accordance with this project in accordance with Consultant's fee schedule, and as set forth in Consultant's Task Order Proposal/Scope of Services upon presentation of monthly invoices detailing the work performed during the preceding month in accordance with the provisions of paragraph 5. The Town and Consultant agree that payments made under this contract for any task shall not exceed \$40,000 unless authorized in writing by the Town signed upon approval of Consultant's written proposal therefore.

**5. Method of Payment.** The Consultant shall submit monthly invoices to the Town with all supporting documentation and shall be reimbursed as provided in paragraph 4. Payment will be made upon receipt of an invoice, which details the hours worked and services performed. The invoice must be mailed to the address specified below and must reference the purchase order number:

Joshua A. Bateman, Planning Director  
Town of Lovettsville  
PO Box 209  
Lovettsville, VA 20180

**6. Applicable Law and Courts.** This contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Loudoun County. The Consultant shall comply with applicable federal, state and local laws and regulations in effect at the time such services are performed.

**7. Assignment of Contract.** This Contract shall not be assignable by the Consultant in whole or in part without the prior written consent of the Town. When the Consultant's proposal, referenced in paragraph 2 above, identifies a team or key personnel to be assigned to the Contract, Consultant may assign other personnel only with the consent of the Town, which shall not be unreasonably withheld.

**8. Audit.** The Consultant shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

**9. Indemnification.** Consultant agrees to indemnify, and hold harmless the Town, its officers, agents, and employees from any damages and actions of any kind or nature, whether

at law or in equity, arising from claims by third parties but only to the extent caused by the Consultant's willful misconduct or negligent acts or omissions, provided that such liability is not attributable to the willful misconduct or negligent acts or omissions of the Town or its authorized agents.

**10. Contact Person.** The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:

1. For TOWN: Joshua A. Bateman, AICP  
[jbateman@lovettsvilleva.gov](mailto:jbateman@lovettsvilleva.gov)  
(540) 822-5788
2. For CONSULTANT:

The parties may amend such addresses by written notice to the opposite party at the given Address.

**11. Termination by Town without Cause.** The Town may terminate this Contract for any reason upon ten (10) days notice and upon payment of any and all sums already earned under the terms of Paragraphs numbered 4 and 5 of this Contract and reasonable expenses incurred in reliance upon the Contract. Consultant may terminate this Contract upon ten (10) days written notice of the Town's material breach of the terms of this Contract, provided that such breach is not remedied within such time.

**12. Integration Clause.** This contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto related to the subject of this Contract.

**13. Ownership Clause.** All elements produced as part of the work described as part of this contract will be the sole property of the Town in hard copy and all electronic forms, including a form suitable for use with the program the element was developed with, and will be provided to the Town as requested or before the end of the contract term.

#### **14. Insurance Requirements**

- a. The contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.
- b. The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by

a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.

- c. The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.
- d. The contractor will maintain professional liability insurance with a limit of at least \$1,000,000. It is preferred that the coverage be on an occurrence basis. If the policy is on a claims made basis, this should be noted. If the contractor has professional liability insurance on a claims made basis, agreement must be made that coverage will be maintained for at least three years beyond the expiration date of the policy in force at the time of this contract. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage.

**In witness whereof**, the parties below execute this Contract as of the date first above written.

TOWN OF LOVETTSVILLE

Consultant

\_\_\_\_\_  
AUTHORIZED SIGNATURE  
NAME:  
TITLE:  
DATE:

\_\_\_\_\_  
AUTHORIZED SIGNATURE  
NAME:  
TITLE:  
DATE: