

**TOWN OF SUPERIOR
RESOLUTION NO. R-28
SERIES 2024**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH FOX TUTTLE TRANSPORTATION GROUP FOR CONSULTING SERVICES TO UPDATE THE TOWN'S TRANSPORTATION PLAN

WHEREAS, the Town desires to update the 2014 Transportation Plan to ensure implementation of the community's transportation vision, goals and objectives over the coming decade; and

WHEREAS, the Board of Trustees finds it is in the best interest of the public health, safety and welfare of the Town to select Fox Tuttle Transportation Group as the lead consultant for the Transportation Plan update.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:


Section 1. The Agreement between the Town and Fox Tuttle Transportation Group is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 24th day of June, 2024.



Mark Lacis, Mayor

ATTEST:



Lydia Yecke, Town Clerk



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 24 day of June, 2024 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027, (the "Town"), and Fox Tuttle Transportation Group, an independent contractor with a principal place of business at 1580 Logan Street, 6th Floor, Denver, CO 80203 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an hourly not to exceed amount of \$99,730. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town

for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

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

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or

change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability,

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

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

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

EXHIBIT A SCOPE OF SERVICES

Contractor's Duties

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

Task 1 – Project Management

The Project Management Plan (PMP) will be founded on a multi-pronged, team approach. This approach will rely on partnering between Fox Tuttle staff, Town of Superior Public Works staff, Planning staff, Sustainability staff, Public Safety staff, Communications staff, and consultant teams for the Comprehensive Plan and Boulder County Vision Zero Action Plan as well as RTD and CDOT as necessary. The PMP will outline coordination protocols, project milestones, project risks, coordination with parallel projects, and billing details. The PMP will be updated as necessary throughout the project to address project challenges and opportunities as they occur over the 12- to 15-month timeline.

Kickoff: A kickoff meeting will be held in person to discuss project expectations, schedule, and coordination with Comp Plan and County Vision Zero Action Plan outreach.

TP Stakeholder Committee (TP-SC): As desired, approximately four meetings with a stakeholder committee comprised of a subset of the players above will provide project updates, solicit feedback on work products, and build consensus for major project decisions. FT will prepare meeting agendas, co-facilitate meetings, and provide summary meeting notes for the approximately 4 meetings.

TP Project Management Team (TP-PMT): Approximately monthly (up to twelve) virtual or in-person meetings with Superior Project Manager and FT staff will be designed to review project content, preview materials for the TP-SC meetings, and review budget and schedule tracking.

Deliverables:

- Project Management Plan
- TP-SC meeting agendas, co-facilitation, and summary notes
- TP-PMT meeting agendas, co-facilitation, and summary notes, budget and schedule updates
- Monthly progress reports and invoicing

Task 2 – Public Outreach

The public outreach for the Transportation Plan update will be conducted as part of the public outreach for the upcoming Comprehensive Plan update, and the Comprehensive Plan update Consultant (CPUC) will be responsible for the development and implementation of that Public Outreach Plan. Fox Tuttle has experience engaging in Public Outreach within the Town of Superior and its residents, as demonstrated in our recent “Rock Creek Parkway Evaluation” project, and will use this experience to provide support to the CPUC as needed.

To obtain public input needed for the Transportation Plan update, it is anticipated that Fox Tuttle's role in the Public Outreach will involve the following tasks:

- Develop presentation materials (printed by CPUC) for and attend up to two public meetings in which feedback on Transportation will be solicited. It is anticipated that one public meeting will be focused on conveying existing conditions and current policies and goals and obtaining feedback on those, while the second meeting will focus on presenting evaluation findings and recommendations.
- Coordinate with the CPUC on the compilation and summation of key feedback from the Public Process concerning the Transportation Plan update. This will include feedback from public meetings as well
- as any other public outreach tools such as website feedback and on-line surveys which are developed and implemented by the CPUC.
- Develop presentation materials for and attend up to two Transportation and Safety Committee meetings (one person, in addition to the one FT staff that usually attends T&SC) and up to two Town Board meetings, to obtain policy maker feedback and to assist the town in adopting the new Transportation Plan.

Additional Public Outreach efforts can be provided as an add-on with a separate scope and fee determination.

Deliverables:

- Materials for and attendance at up to two public meetings
- Coordination on key feedback processing for inclusion in final report
- Materials for and attendance at up to two T&SC meetings and up to two Town Board Meetings

Task 3 – Goals and Priorities

The current Town of Superior Comprehensive Plan and the Transportation Plan have an overarching transportation goal and numerous transportation policies which are referenced in both documents. Since both documents are being updated consecutively, Fox Tuttle will coordinate with the CPUC on the review and update of these goals and policies. Fox Tuttle's work tasks in this component of the project will be the following:

- Participate in the Comprehensive Plan update public process and review community feedback as it relates to the Town's transportation goal(s) and policies, allowing recommendations to be influenced by this feedback.
- Review transportation plan goals and policies from the plans of other jurisdictions to determine if there are themes or trends which should be incorporated in the update.
- Coordinate with the CPUC on the development of recommendations to update the goal(s) and policies of the Comprehensive Plan (and consequently the Transportation Plan) and ensure that they are consistent and complementary between documents.

Policy, strategies, and action recommendations will be very specific, with actionable items for Town staff to reference in moving forward with transportation projects. Some themes that FT would recommend exploring with the Town of Superior include the following:

- Collaboration both with the community and with surrounding agencies and jurisdictions.
- Equity as a goal to provide a cost-effective and accessible transportation system for all users.
- Safety and comfort for all system users (incorporated from the Vision Zero Action Plan).
- Well-developed maintenance strategies which efficiently use town resources.

Fox Tuttle will develop recommendations and review these with Town staff and the CPUC for their inclusion in the updated Transportation Plan.

Deliverables:

- Updated and new goals and policies with strategies/actions for inclusion in final Transportation Plan document

Task 4 – State of the System

A fundamental step in developing the Town’s Transportation Plan will be reviewing and summarizing the layout and operation of the current transportation network. Fox Tuttle will review key roadway transportation elements such as roadway classification, geometry, intersection traffic control and speed limits, and key multi-modal elements such as bikeways, trails, bike lanes, and transit routes. Fox Tuttle will reference the “Parks, Recreation, Open Space and Trails Plan” as a partial baseline for the bikeways, trails, and bike lanes component of this work. Fox Tuttle will document these in concise graphics that are easy to understand at a glance.

To develop these summations, Fox Tuttle will obtain average daily midblock traffic counts at 22 established locations (to complement counts recently taken on Rock Creek Parkway and by DRCOG on US36) and peak hour turning movement counts at up to 11 locations (to complement counts recently taken on Rock Creek Parkway), which will include all existing traffic signals and roundabout locations. The turning movement counts will also include pedestrian and bicycle counts which will help establish the use of on-street multi-modal facilities. Fox Tuttle already has all pertinent data along the Rock Creek Parkway corridor and will incorporate this and any additional post-2021 data provided by the Town into the summations. Fox Tuttle will use these counts to evaluate and document the operations of these key intersections and identify any deficiencies that would need to be addressed through capital and strategic projects. Counts at any additional intersections identified for future signals or roundabouts during the project would need to be counted with additional fee as an added work item.

Fox Tuttle will also review the existing multi-modal layout based on available GIS data and develop maps showing existing networks and gaps. While field visits to confirm general presence will be conducted during or after meetings noted in Task 2, field work to verify exact extents of all existing multimodal or vehicular conditions are not included in the base scope, but can be added as an extra work item.

Deliverables:

- Existing Counts mapping to be included in final Plan document
- Level of service and analyses reports and graphics to be included in final Plan document
- Existing multimodal system mapping and analysis to be included in final Plan document

Task 5 – Transportation Scenarios

The FT team will prepare multimodal travel network scenarios that reflect land use planning scenarios developed by and with the Comprehensive Planning team and can achieve the updated goals and policies. These scenarios will be designed to highlight trade-offs, balance modal priorities in key corridors while respecting Superior’s suburban transportation approach, and identify how the transportation system could function in the future. Key components of considerations for future transportation scenarios will include vehicular operations and safety, multimodal comfort and safety, and maintenance impacts, as well as any other components identified during collaboration with Town staff. To accomplish this, FT will:

- Utilize a current run of the 2050 Focus Model (DRCOG’s macro-scale transportation planning model) as a baseline for future vehicular transportation needs.
- Make approximate, Superior-specific adjustments to the regional model land use and transportation network to account for discrepancies in projected land use and/or network/lane configurations, creating an “Adjusted Future Baseline,” based on FT knowledge of recent and upcoming projects in and around Superior, such as:
 - Downtown Superior
 - Redtail Ridge (Fox Tuttle completed traffic analyses for this on multiple occasions)
 - Broomfield plans for 287 interchange updates
 - Affordable Housing proposal for the US 36 and McCaslin Blvd.
 - RTD Park and Ride
 - Additional adjustments based on discussions with Town staff
- Develop future multimodal trend projections in Superior using an origin-destination analysis, informed by the “Adjusted Future Baseline” developed above, FT team’s understanding of the multimodal network and needs, Town staff’s background, and public input from the Comp Plan, VZ Action Plan outreach, and recently- completed projects in the area.
- The following additional analyses, which would incrementally increase projection accuracy and inform recommendations, can be completed as added work items if desired:
 - Multimodal Level of Service (MMLOS) – HCM-based analysis of intersections and/or segments based on bicycle and pedestrian operations
 - Level of Travel Stress - depends on presence and accuracy of GIS-based data for bicycle and pedestrian facilities throughout Superior
 - Person Trip Capacity – analysis of corridors or network based on considering number of people that corridor can move rather than number of vehicles
 - Travel Time technical analysis
 - Roadway Segment Level of Service (HCM)

Using the information above as a base, FT will layer on up to three land use scenarios developed during the Comprehensive Planning Process to create “basic”, “basic-expanded”, and “major change” scenarios for review at TP-PMT and TP-SC meetings. Each of the scenarios will be summarized and evaluated against the plan Goals and Policies. This will allow the project team and stakeholders to understand the possible planning level outcomes of selecting a scenario. Evaluation will include analysis such as:

- Evaluate signalized intersection vehicular LOS by layering the future traffic growth shown in the “Adjusted Future Baseline” and the traffic generated by the three land use scenarios
- Review the existing multimodal network compared to future multimodal origin-destination considerations in Superior, informed by the “Adjusted Future Baseline” developed above and the land use scenarios multimodal impacts

After scenario selection has been finalized, FT will develop recommendations for future transportation (vehicular, transit, bicycle, and pedestrian) improvements that reflect the communities needs and the results of the analysis and outputs described above. The recommendations will consider the current technologies and incremental strategies that can cost-effectively adapt to the future of transportation. During the finalization of the network mapping, FT will take a context sensitive approach that responds to the surrounding environment, while at the same time influences what happens in the adjacent spaces where people live, work, and play.

Deliverables:

- Basic network concept mapping with comparison with plan Goals and Policies
- Basic-expanded network concept mapping with comparison with plan Goals and Policies
- Major change network concept mapping with comparison with plan Goals and Policies

Task 6 - Plan Document, Prioritized Project List, and Implementation Strategy

After review with Town staff, Fox Tuttle will develop a prioritized project list which the town can use for budgeting purposes and in planning for the solicitation of future grant opportunities. Fox Tuttle will collaborate with the Town on the best approach to prioritizing these projects, but some of the factors used for prioritization in the past include:

- Safety Benefit – This can be actual crash statistics (from County Vision Zero Action Plan) or concerns expressed by the community or staff.
- Mobility Benefit – How much improvement is anticipated from a project and how many users of the transportation system will benefit from these changes.
- Community Support – Does a project seem like it will have community consensus or will there need to be a robust process to achieve community support.
- Financial cost – Approximately how much will the project cost to implement, and will there be significant operations and maintenance costs needed.

The implementation strategy will also include rough concept costs for the top ten priority projects, including noting changes to maintenance and operations costs. FT will work closely with engineering and operations staff to develop timelines and funding scenarios for consideration.

The end of the process will result in a prioritized list of projects along with costs and implementation timeline recommendations. In particular, FT will work with the community to develop a series of relatively low-cost pilot projects that can be implemented in the short term to respond to specific short-term needs (such as pedestrian crossing concerns, multimodal safety needs identified in the County Vision Zero Action Plan, or operations issues).

In addition, FT will develop a list of projects that includes longer-term, more infrastructure- or cost- intensive projects, and projects that are not as well vetted with the community, as well as potential funding sources. This will allow Town staff to make informed decisions based on available resources and support for future project implementation.

Draft and Final Plan:

Based on all work to date, FT will prepare a draft Superior TP that summarizes all of the information prepared during the prior tasks. This will include a new multimodal network map, future transportation facility recommendations, goals and policies, project recommendations, and prioritization.

FT understands from prior projects in Superior that preparing a draft TP will be an iterative process, and as such FT have budgeted for a three-month process to prepare the draft Superior TP that allows staff ample time to discuss internally, comment and enhance the recommendations.

The FT team will then use input from the draft plan to prepare a final Superior TP that supports a vibrant, interconnected, and politically supported mobility plan for the community.

Deliverables:

- Draft and Final TP for staff
- Mapping, graphics, and text
- Goals and policies
- Prioritization criteria, prioritized project list (sortable by mode, size/relative cost, or potential funding source), and funding/maintenance considerations

Project Schedule:

It is anticipated that this project will start immediately following contract execution and will be completed within a 12-month period.