



**Request for Proposal (RFP)
for
OPEN SPACE MASTER PLAN
Project No: PROS-2024-06
Date: August 14, 2024
Submittal Deadline: September 12, 2024 at 10:00 AM**

Introduction

The Town of Superior (Town) is seeking proposals from qualified consultants with demonstrated experience to prepare the Open Space Master Plan, a guiding document for the management of all Town designated Open Space properties. This RFP is intended to gather pertinent information concerning the ability of consultants to meet the needs of the Town.

Interested firms are invited to submit (1) electronic copy of the Proposal by 10:00 a.m. on September 12, 2024 to:

Jordan Hayes, PROS Management Analyst II
jordanh@superiorcolorado.gov

Questions or requests for additional information should be sent in writing by 10:00 a.m. on Wednesday, August 28, 2024, to Jordan Hayes, PROS Management Analyst II, jordanh@superiorcolorado.gov

Amendments to the RFP

The Town reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be uploaded to the Rocky Mountain E-Purchasing System (www.rockymountainbidsystem.com) and posted on the Town website (www.superiorcolorado.gov) as soon as available. It shall be the responsibility of the Consultant to include any modifications to the project from all addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

Background

The Town of Superior is located in eastern Boulder County adjacent to U.S. Hwy 36 and about 6 miles east of the City of Boulder. The community has a population of approximately 13,000 residents. The Town provides a wide array of municipal services. With over 1,000 acres of park and open space and 40 miles of trails that connect neighborhood parks and the regional trail network, Superior provides a small-town environment with a rich history and ideal proximity to regional amenities. Superior offers convenient access to major retail, restaurants, specialty shops and services.

The Town of Superior includes approximately 756 acres of designated Open Space located along the Town's western and southern borders, along creek corridors, and as fingers of separation between neighborhoods. Some Open Space areas were acquired over 25 years ago and some were acquired as recently as 2024. The type, condition, purpose and management of Open Space parcels in Superior varies considerably with some parcels that include conservation easements with Boulder and Jefferson Counties and City of Boulder.

Project Scope and Goals

The Town is soliciting from qualified consultants a project approach, work methodologies, public engagement strategies, recommendations, work plan, and ideas about the format and work products to accomplish the Superior Open Space Master Plan (Plan). The proposed submittal shall include but not be limited to the following elements:

- A. Goals, Objectives, Work Plan, Action Steps, and Timelines. The consultant shall define project goals, objectives, work plan, action steps, and timelines associated with the project that will meet the needs of the Town and reflect the values of the community. The Plan and goals should include:
 - Evaluation criteria shall be based on the expressed values of the Town and community.
 - Consultant shall recommend an overall strategy for the implementation of all aspects of the Plan.
 - Consultant shall develop a set of prioritized recommendations for needed improvements and establishment of best management practices.
 - Consultant shall strive to provide innovative solutions to meet project objectives and add cost efficiencies and value for residents.
 - Consultant shall supply the Town with a digital copy of all completed or partially completed reports, studies, forecasts, inventory, maps or plans at least three (3) working days before each progress meeting and presentation.
- B. Community Input/Outreach. Draft and implement a resident survey and public input/outreach plan. The Plan shall ensure citizens, user groups, associations and other stakeholders are provided an opportunity to participate in the development of the Plan. Methods shall include:
 - A public engagement process will inform residents about the properties, provide opportunities for input/feedback, and eventually share the proposed improvement Master Plan. Consultant shall obtain feedback from as many people as possible, including users and non-users, their recreation habits and recommendations for improvements.
 - Include if possible, two (2) community meetings. One meeting may be held during an OSAC event on-site.
 - Consultant shall provide informational materials, graphics and all engagement materials required for meetings and public distribution. Consultant shall aid with and recommendations for associated Parks, Recreations and Open Space (PROS) Department public relations materials.
 - Consultant shall gather input from the Town Board, advisory committees, community stakeholders and partner user groups including easement partners (Boulder and Jefferson Counties and City of Boulder) and regional partners (including Broomfield and Louisville) to create a core planning document.

- Consultant shall work closely with OSAC and Town staff in preparing the Plan as well as providing presentations.
 - Progress meetings, for the purpose of progress reporting shall be held as often as necessary but in no case less than once per month until the final Plan is approved by the Town Board. Consultant shall provide meeting summaries for all committee meetings and community engagements. Summary reporting shall include information such as attendance numbers, significant issues raised, resolutions of any issue, and recommendations. Summary shall be provided as soon as possible, not to exceed one week following the meeting.
 - Consultant shall attend advisory committee meetings and other meetings, as necessary, at key times during the development of the Master Plan.
 - Consultant shall give special attention to successful public engagement processes in pandemic/post pandemic times and lead engagements according to up-to-date Boulder County guidance.
 - Town shall provide the online engagement platform Shape Superior (<https://shapesuperior.com/>) for survey purposes. Contractor shall create and manage community survey via Shape Superior. The Town will assist and train the Consultant with the online platform.
 - The Open Space Master Plan will require a recommendation from the Open Space Advisory Committee and subsequent adoption by the Town Board.
- C. Final Plan shall provide a full inventory and history of Superior Open Space, guidance on improvements, maintenance, and enhancements and include special consideration and focus on the following:
- Development of recommendations for Parks and Recreation Standards, Best Practices, Key Performance Indicators and include the use of volunteers. Best practices shall include recommendations and strategy for the preservation and improvement of existing natural resources and wildlife habitat to include prairie dog translocation, wildlife corridors, trails, trail connections, public education activities, as well as flood and fire mitigation land planning and coordination protocols with Mile High Flood District, Mountain View Fire & Rescue and Boulder County.
 - Inventory/data collection, analysis with comparisons, development of goals, objectives, definitions, clear potential policies, and recommended course of action including prioritization and schedule.
 - Recommended strategy for the mitigation of any impacts to surrounding areas.
 - The inclusion of concept designs, and updating or providing GIS data and maps compatible with Town systems, specifically MXD Files and Shape Files.
 - The identification of important capital issues to consider to be incorporated into a ten-year capital improvement program, with guidance on prioritization and timeline.
 - Wayfinding location prioritization and types of signage.
 - Land uses with regards to recreational opportunities and amenities (both recreational and/or non-recreational).
 - Develop renderings to target major improvement areas of the property based on feedback from the public, existing conditions and in association with the concepts

discussed in the Plan (for example, trail connections, erosion control, access improvements, designated wildlife and conservation areas).

- A draft copy of the Plan shall be created and provided electronically to Town staff who will provide the document to each member of the Town Board of Trustees, OSAC and other Town Committees as required or requested by the Town Board.
- Once feedback and final approval is given to the consultant by all of the appropriate groups, Consultant shall make any necessary changes to the draft and provide one (1) final hard copy and one (1) final electronic copy of the plan to staff with maps and any other related documents.
- Consultant shall provide a professional layout of the Master Plan in a publication ready document that includes maps, photographs, and any pertinent graphics for use by Town staff for public distribution.

Additional Information

- The Town shall provide copies of all existing studies, plans, programs and other data. The Open Space Master Plan shall work in conjunction with the Town of Superior's Comprehensive Plan (<https://www.superiorcolorado.gov/home/showpublisheddocument/19338/637574585215830000>) and serve as an integral, additional component of the 2021 Parks and Recreation, Open Space and Trails Master Plan (2021). A standalone Master Plan was completed in 2023 for the Coyote Ridge Open Space. Both documents can be found here: <https://www.superiorcolorado.gov/departments/parks-recreation-open-space/parks-trails-open-space/plans-and-documents>
- All Consultant's written materials, graphics and data shall be delivered in paper, camera ready and in digital format consistent with the Town's software; Microsoft Suite of Office Products (Word, Excel, PowerPoint) and Adobe. The electronic format for all written/text documentation shall be Microsoft Word, for all graphic presentation documentation shall be Microsoft Power Point and for all spreadsheet data shall be Microsoft Excel, in the most current version.
- Final document must be edited fully to exclude typos to the Town's satisfaction.
- **Total funds budgeted for the entire Master Plan project: \$50,000.**
- Final Master Plan is to be completed by July 2025.

RFP Schedule

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|---|---|
| 1. RFP Issue | August 14, 2024 |
| 2. Question Deadline | August 28, 2024 at 10:00 a.m. |
| 3. Proposals Due | September 12, 2024 at 10:00 a.m. |
| 4. Evaluation of Proposals | September 12-17, 2024 |
| 5. Consultant Interviews/Final Selection | September 19-23, 2024 |
| 6. Professional Services Contract Finalized | October 7, 2024 |

Bidders Qualification Statement and Submittal Requirements

The design team shall include the necessary professional expertise to complete the work described in this solicitation. All qualifying proposals must include Bidders Qualification Statement and Submittal Requirements:

1. Cover letter that shall include and explain the Consultant's interest in the project and the contact information for the person(s) who will: a) serve as Project Manager for the project; b) serve as Principal Contact with the Town; and c) make presentations on behalf of the firm. Any confidential material contained in the proposal shall be clearly indicated and marked as "Confidential."
2. Experience related to open space management planning. Provide examples of projects of the same scale and type as this project. Provide names, addresses, and telephone numbers of at least three (3) client references for similar projects in the last five (5) years. List the projects and indicate the length of each schedule from kickoff to closeout. Provide any associated common issues and services provided. Provide any examples of innovative solutions for cost efficiencies and added value for residents.
3. Provide a list of disciplines to be used with this project and associated service providers. At a minimum, the team shall include members with the following disciplines: landscape architecture, environmental/natural resources, trail design and development, fire mitigation, outdoor recreation, civil engineering and surveying.
4. Key Personnel. Provide a complete list of project roles/responsibilities and associated key personnel on the project and all sub consultants proposed to work on the project, along with professional experience and qualifications as they relate to recreation, open space, and trails planning (project and dates). Indicate how much time will be dedicated to this project for each person and their hourly fees, including the Project Manager.
5. Proposed Project Work Plan Scope. Describe your firm's process, planning methodology, and detailed approach for this project. Indicate how your process and approach will accomplish the project objectives. Describe the work plan for all components within the Scope of Services and include a project plan and schedule describing the key general work tasks and personnel assigned to the project. It shall include phases, tasks, completion dates, key milestones and all associated deliverables.
6. Provide any other information deemed necessary to support the proposal.
7. Project Fee. Provide a fee summary for the all-inclusive proposal with a grand total. All direct and indirect costs shall be included. Break out fees by phases and tasks and include all project assumptions/exclusions.

Selection Process

The RFP submittal will be used to identify qualified Consultants capable of performing this work and the Town intends to invite up to four (3) Consultants for formal interviews. The finalists will be selected on September 17, 2024.

The Town reserves the right to reject any and all proposals. The successful Consultant will need to execute a Professional Services Contract with the Town.

Proposal Scoring

Percent

20

25

20

15

10

10

Component

Project Approach

Past Project Experience & References

Project Fee Structure & Cost Estimate

Project Team

Project Schedule

Presentation and Completeness of Proposal

I. Example Town Professional Services Agreement
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027, (the "Town"), and _____, an independent contractor with a principal place of business at _____, CO _____ ("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 \$_____. 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.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

TOWN OF SUPERIOR, COLORADO

Matthew G. Magley, Town Manager

ATTEST:

Lydia Yecke, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2024, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

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

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

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

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