

# Request for Proposal



**TA 19-03**  
**Consultant for the Master Plan Development of**  
**“Four Corners”**

Town of Erie  
645 Holbrook Street  
Erie, Colorado 80516

June 5<sup>th</sup>, 2019

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## **INVITATION TO SUBMIT PROPOSALS**

### **TA 19-03 – Consultant for the Master Plan Development of “Four Corners” (Intersection of Erie Parkway and Countyline Road)**

The Town of Erie is seeking qualified and experienced urban planners and master plan developers to assist in the creation of a Master Plan for the Four Corners project site. The Master Plan will address the Town and Citizen’s needs while incorporating placemaking principles. The urban developer firm will work closely with the departments of Economic Development and Planning during the process.

Sealed proposals will be received until **12:00 pm, local time, June 21, 2019, at:**

**Town of Erie  
Town Clerk’s Office  
645 Holbrook Street  
PO Box 750  
Erie, Colorado, 80516**

Proposals received after the date and time indicated and/or proposals which are not prepared and filed in accordance with the terms and conditions of the Request for Proposal will not be considered for evaluation and will be returned to the Proposer unopened.

## **I. PROJECT BACKGROUND AND DESCRIPTION**

The Town of Erie is in the process of creating a vision for the 390 acres area commonly referred to as Four Corners (see exhibit B). This area is considered the geographic center of town and consists of five individual parcels located at the intersection of County Rd Line and Erie Parkway. One of the four parcels (Erie Commons) is located to the East of Four Corners intersection at Erie Parkway and Briggs.

The Town is requesting a Master Plan be created that would include detailed information on how to develop the Four Corners area specifically defining an overlay district. The successful urban developer firm will focus on creating an area driven by placemaking, connectivity to surrounding amenities, neighborhoods and Old Town, and utilizing the town's existing assets to the best of their ability.

## **II. PROJECT COORDINATION AND ADMINISTRATION**

### **Project Manager**

Ben Pratt, Economic Development Director  
Town of Erie  
645 Holbrook Street / PO Box 750  
Erie, CO 80516  
[bpratt@erieco.gov](mailto:bpratt@erieco.gov)

### **Project Administration**

Lucas Workman, Economic Development Specialist  
Town of Erie  
645 Holbrook Street / PO Box 750  
Erie, CO 80516  
[lworkman@erieco.gov](mailto:lworkman@erieco.gov)

## **III. SCOPE OF WORK**

The successful vendor shall be able to provide applicable services consisting of, but not limited to, the following:

1. Collaborate and strategize with Town staff
2. Gather input and analyze data to identify development priorities and needs
3. Identify any key assumptions taken into account when creating the Master Plan.
4. Craft a development strategy that meets the current needs of the Town of Erie while maximizing connection with surrounding neighborhoods, adjacent amenities, and open space/natural amenities while not detracting from Old Town.
5. Provide a unique and creative Master Plan that takes into account the principles of placemaking and incorporates sustainability strategies that can be accepted by the Department of Economic Development, Planning and the Board of Trustees.
6. Provide zoning modifications, design criteria, revisions to the Town of Erie Unified Development Code, and specifically define an overlay district for the study area.

## **IV. EVALUATION CRITERIA**

In order to simplify the review process and obtain the maximum degree of comparability, the proposal must follow the outline described below and contain the required information. Please include a signature page with company name, address, phone number, contact name,

authorized signature and date. Respondents are encouraged to include additional relevant information.

A. Qualifications

1. Key project staff and resumes – 15 pts
2. Ability to meet milestones and deliverables within budget – 15 pts
3. Company resources – 10 pts

B. Experience/Deliverables

1. Explanation of project and methodology – 20 pts
2. One to three examples of successful projects that demonstrate project approach and format. Examples may be in print, electronic or website form (please provide links) – 30 pts
3. List of clients (2-5) for whom similar work has been done. Include contact name and phone number – 10 pts

C. Fees

The proposal shall include a fee proposal and fee structure:

1. A not-to-exceed fee for each phase of the project.
2. Man-hour allocation and the dollar value of the time for each phase of the Scope of Work. A subtotal of man-hours and fees for each phase and category shall be provided.
3. All anticipated expense items.
4. An overall project cost.

**V. SELECTION PROCESS**

- A. The Town of Erie will review all responses to this RFP that meet requirements and are received prior to the designated closing date and time.
- B. Upon review of the qualified firms, the Town of Erie will select the proposal which best reflects the Town's needs and requirements.
- C. The top firm's proposal, based on qualifications, will be reviewed and, if necessary, negotiations will commence.
- D. If a satisfactory agreement with the proposer cannot be reached, at a price that is determined to be fair and reasonable, negotiations with that firm shall be formally terminated. Negotiations with the second ranked proposer may then be initiated. Failing accord with the second ranked proposer, the Town shall formally terminate negotiations and may then undertake negotiations with the third ranked proposer or re-issue the RFP at their discretion.
- E. The Town will have sole determination of which proposal is in the Town's best interest.

**VI. SELECTION AND PERFORMANCE SCHEDULE**

Following is the anticipated schedule of events for the RFP process:

Request for Proposal Available

June 5, 2019

Last Day for Questions	June 14, 2019
Proposals Due	June 21, 2019
Selections and Negotiations Complete	June 24, 2019
Anticipated Notice of Award	June 26, 2019

## VII. TERMS AND CONDITIONS OF PROPOSAL

All companies interested in submitting a proposal should note terms and conditions set forth and include the following:

- A. Compliance with the appropriate areas of the Americans with Disabilities Act of 1990, as enacted and amended from time to time, and any other applicable local, state or federal regulation.
- B. An electronic version on a flash drive **and/or** four (4) hard copies of the proposal must be submitted. Emailed proposals will not be accepted.
- C. **No** reimbursement will be made by the Town of Erie for any proposal preparation or delivery costs incurred.
- D. Proposals received after the date and time specified will be returned unopened. Proposals which are not prepared and filed in accordance with the terms and conditions of this Request for Proposal will not be considered for evaluation or award. Proposals may be withdrawn at any time up to the due date and time.
- E. The Town of Erie reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold any award and to waive or decline to waive irregularities in any proposal when determined that it is in the Town's best interest to do so. The Town also reserves the right to hold all proposals for a period of sixty (60) days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.
- F. All information included in any Proposal that is of a proprietary nature must be clearly marked as such. The Town of Erie shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the Proposer. In general, it is not acceptable to the Town to mark information other than financial data proprietary without the Director of Public Work's written authorization. Failure to adhere to this restriction could result in rejection of the entire Proposal.
- G. Conditional Proposals may be rejected as non-responsive.
- H. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in this document. All Proposals must include a signature page with the name and title of the individual printed or typed and signed by an individual authorized to issue binding proposals for that firm. Failure to include a signed signature page may cause said proposal to be rejected and returned. If said failure is believed to be an oversight and not a deliberate omission, the Proposal may be evaluated, if believed to be in the Town's best interest to do so.
- I. All responses and accompanying documentation will become the property of the Town

of Erie at the time the proposals are opened. All original documents and copies will be retained by the Town and not returned to the respondents.

- J. Questions will only be received via email to **Lucas Workman** at **lworkman@erieco.gov**. No phone calls will be accepted. Requests must be received **NO LATER THAN** June 14, 2019 @ 5:00 pm.
- K. The successful firm shall, during the course of the contract and until completion thereof, provide and maintain the minimum coverages identified in the attached Insurance Requirements and provide Certificates of Insurance listing the Town of Erie as additional insured.
- L. No right or interest of any Agreement reached as a result of this RFP shall be assigned, or any obligation delegated, by (proposer) without the written permission of the Town.
- M. Any Agreement issued as a result of this Request for Proposal shall be governed by and construed in accordance with the laws of the State of Colorado.
- N. **The attached Consultant Agreement will be used by the Town as the contract document for the work. By submitting a Proposal, you accept the terms of this Agreement as stated. Any deviations from this Agreement must be requested in the Proposal.**
- O. Any interpretation, correction or change of the Proposal Documents will be made by Addendum. Interpretations, corrections and changes of the Proposal Documents made in any other manner will not be binding, and Proposer shall not rely upon such interpretations, corrections and changes. The Town's Representative will not be responsible for oral clarification.

### VIII. INSURANCE REQUIREMENTS

Standard Workers' Compensation & Employers' Liability Including Occupations Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado
Commercial General Liability Insurance	\$1,000,000 each person; \$2,000,000 each occurrence
Professional Liability	\$1,000,000 each occurrence \$2,000,000 aggregate

The successful Proposer shall affect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance relating to this project, successful Proposer shall deliver, to the Town, Certificates of Insurance issued by the insurance company, and/or its duly authorized agents pertaining to the aforementioned insurance, and certifying that the policies stipulated above are in full force and effect.

All policies and/or Certificates of Insurance shall include the Town of Erie and the Town of Erie's officers, volunteers, and employees as additional named insureds.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Town may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101,

C.R.S., as amended.

## **Agreement For Professional Services**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516, (the "Town"), and \_\_\_\_\_, an independent contractor with a principal place of business at \_\_\_\_\_, Colorado \_\_\_\_\_ ("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 and known as: Project Name (Number).

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 may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

#### **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 except as expressly set forth in the Scope of Services.

#### **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.

#### **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. ILLEGAL ALIENS**

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

**X. 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 Weld 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.



**NO EMPLOYEE AFFIDAVIT**

*[To be completed only if Contractor has no employees]*

**1. Check and complete one:**

I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Erie (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**2. Check one.**

I am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEPARTMENT PROGRAM AFFIDAVIT**

*[To be completed only if Contractor participates in the  
Department of Labor Lawful Presence Verification Program]*

I, \_\_\_\_\_, as a public contractor under contract with the Town of Erie (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

\_\_\_\_\_  
Signature Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, 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:

SAMPLE