

SUBJECT: PARKS, RECREATION AND OPEN SPACE (PROS) LONG-RANGE PLAN AND TRAILS MASTER PLAN AWARD

- 1. AWARD THE PARKS, RECREATION AND OPEN SPACE DEPARTMENT LONG-RANGE PLAN AND TRAILS MASTER PLAN PROJECTS TO DTJ DESIGN, INC.**
- 2. APPROVE A NOT-TO-EXCEED CONSULTING CONTRACT WITH DTJ DESIGN, INC. AND AUTHORIZE STAFF TO EXECUTE CHANGE ORDERS WITHIN THE IDENTIFIED BUDGET OF \$400,000**

DATE: MARCH 18, 2024

**PRESENTED BY: BRYON WEBER, PROS PROJECT MANAGER
ADAM BLACKMORE, PROS DIRECTOR**

SUMMARY:

Following Council's October 15, 2024 approval of a draft Request for Proposal, PROS staff began a competitive bidding process to solicit proposals for a long-range plan, trails master plan and Cottonwood/Lake Park site design services for the PROS Department and its divisions.

The department received 8 complete proposals and developed a short-list of 4 respondents for formal interviews. An interview panel was assembled with a representative from each PROS Division, along with a staff member from Community Development, Public Works, and City Communications. Based on the panel's aggregate scoring and follow-up conversations with two finalist consulting teams, Staff recommend that Council award the combined project(s) to the consulting team led by DTJ Design Inc. (DTJ) based out of Boulder, CO.

Staff believe that DTJ is positioned for success for multiple reasons. First, the firm has documented success delivering similar full-department Parks, Recreation and Open Space plans while also completing parallel trail planning services for other Colorado communities including Breckenridge, Broomfield and Erie (on-going). Second, DTJ has assembled a sub-consultant team with local experience and subject matter expertise on numerous relevant topics including: natural resource (open space) management, trail design and policy, recreation administration, public engagement and community surveying. Finally, we have confidence that the project leadership brings the appropriate expertise and eagerness to partner with our community and pursue the diverse desires and needs throughout the process.

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Enclosed is a detailed statement of work which outlines the intended project approach, scope, team responsibilities, community engagements, deliverables and associated fee allocations for each plan component.*

*The Cottonwood Park / Lake Park Open Space site concept plan has been removed from this award. The \$300,000 available budget was determined to be insufficient to cover the site planning services in combination with the Department's Long-Range Plan. As staff worked with DTJ to refine the scope of all three requested planning processes, the Long-Range Plan warranted a higher degree of attention and associated fee allocation than what was accounted for in the original bid. The decision was made to focus the available funding towards the Long-Range Plan for two primary needs. First was ensuring that sub-consultants (particularly the community survey and natural resources experts) had sufficient fee for involvement throughout the projects. Second was to preserve a robust public input process with multiple open houses, advisory board meetings, stakeholder and focus groups, etc. Staff hope this approach will help maintain the integrity of the planning process and result in quality deliverables for each PROS division. This decision also allows a portion of available funds to remain available for contingency needs and/or be used for additional services such as videography and digital marketing to enhance the public engagement efforts. Dedicated funding for the Trails Master Plan remains at \$100,000 as originally designated.

FISCAL IMPACT:

The tabulation of fees proposed by the 8 respondents is below. DTJ Design's original proposal was the second lowest bidder overall and after staff review of the submitted proposals, the lowest bidder of the four short-list firms.

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Service Fees Submitted in Exhibit A - Cost Proposal Form					
Lead Consultant	Fee Total	Long Range Plan	Add Alt #1 - Trail System	Add Alt #2 - Cottonwood	Other
Land Design	\$ 385,000.00	\$ 225,000.00	\$ 100,000.00	\$ 60,000.00	\$ -
DTJ	\$ 391,116.00	\$ 247,318.00	\$ 92,166.00	\$ 51,632.00	\$ -
BerryDunn	\$ 396,962.00	\$ 212,526.00	\$ 99,508.00	\$ 84,928.00	\$ -
Logan Simpson	\$ 399,860.00	\$ 250,648.00	\$ 99,947.00	\$ 49,265.00	\$ -
Design Workshop	\$ 400,000.00	\$ 292,000.00	\$ 100,000.00	\$ 8,000.00	\$ -
SCJ Alliance	\$ 451,035.00	\$ 270,173.00	\$ 109,051.00	\$ 71,811.00	\$ -
Kimley Horn	\$ 452,000.00	\$ 284,000.00	\$ 100,000.00	\$ 65,000.00	\$ 3,000.00
110 Percent	\$ 463,330.00	\$ 271,970.00	\$ 99,900.00	\$ 91,460.00	\$ -

Note: Firms are listed in order of fee total only. **Bold** indicates firms short-listed for interview.

As outlined below, the City currently has \$300,000 allocated to the PROS long-range planning effort and an additional \$100,000 specifically for the trails planning component.

Note that DTJ's current fees differ from their original proposal due to further discussions for how to best maximize the consulting team's services within the City's overall budget and Staff's final deliverable expectations along with a desire to hold some funds for potential additional service investments and general contingency purposes.

Available Budget	
Acct. No. 210522-630188 (Open Space – PROS Long Range Plan)	\$150,000
Acct. No. 211511-630188 (Parks – PROS Long Range Plan)	\$150,000
Acct. No. 210528-660316 (Open Space – Trails Master Plan)	\$50,000
Acct. No. 211511-660316 (Parks – Trails Master Plan)	\$50,000
Total Available:	\$400,000

Anticipated Expenditures	
PROS Long Range Plan	\$275,500
Trails Master Plan	\$100,000
Cottonwood Park & Lake Park OS Concept Plan	\$0.00
Contingency / Additional Services (T.B.D)	\$24,500
Total Not-to-Exceed:	\$400,000
Budget Remaining	(\$0)

CITY COUNCIL COMMUNICATION

CC 03/18/25

SCHEDULE:

Staff intend to work with the consulting team on project planning tasks beginning in the spring of 2025, with community engagement beginning in the summer and anticipated plan adoption in 2026. Based on an initial schedule projection the long-range plan and trails master plan are to take place concurrently and are estimated to take 17-months to complete.

PROGRAM/SUB-PROGRAM IMPACT:

The recommended planning efforts support goals from all PROS Divisions, including:

- 1) Parks: Providing well-maintained parks and landscaped areas that are easy to walk to and enjoyable to visit or see; sports facilities that are fully used and properly maintained; and a suitable final resting place that meets community needs.
- 2) Recreation: Promoting the physical, mental and social well-being of residents and visitors through a broad range of high quality, reasonably priced recreation and leisure activities for people of all ages, interests and ability levels.
- 3) Open Space & Trails: Acquiring candidate properties as they become available and preserve, enhance and maintain native plants, wildlife, wildlife and plant habitat, cultural resources, agriculture and scenic vistas and appropriate passive recreation.
- 4) Golf: Providing an enjoyable, yet challenging course for residents and visitors of all skill levels. Attract and retain golfers by offering competitive rates and amenities, continuous maintenance and professional management. Operate as an Enterprise by generating sufficient revenue to cover operations, debt service and capital replacement.

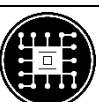
RECOMMENDATION:

Staff recommends City Council vote in support of the award to DTJ, approve the master consulting agreement for \$375,500 with an amount not-to-exceed \$400,000 and authorize the Mayor, City Manager, Parks, Recreation, and Open Space Director and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT:

- 1) Signed Agreement (with Exhibit A - Scope of Work and Exhibit B - Fee Table)

SUBJECT: PROS LONG-RANGE PLAN & TRAILS MASTER PLAN AWARD**DATE: MARCH 18, 2025****PAGE 5 OF 5****STRATEGIC PLAN IMPACT:**

☒	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☒	 Quality Programs & Amenities
☒	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☒	 Collaborative Regional Partner

CITY COUNCIL COMMUNICATION

CC 03/18/25

**INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND DTJ DESIGN INC.
FOR PROS LONG RANGE PLANNING, TRAILS MASTER PLANNING
AND COTTONWOOD/LAKE PARK CONCEPT DESIGN SERVICES**

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this “Agreement”) is made and entered into this 19TH day of March, 2025 (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and **DTJ Design Inc.**, a Colorado Corporation, hereinafter referred to as the “Contractor”.

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing PROS Long Range Plan and Trails Master Plan services as further set forth in the Contractor’s Scope of Services set forth in Section 3.0 of this Agreement (which services are hereinafter referred to as the “Services”).
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit “B” attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit B. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Contractor shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month.

The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Contractor shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Bryon Weber as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by Bryon Weber and such person's designees.
- 5.2 The Contractor designates Keith Walzak as its project manager and S. Christopher Moore as the Principal in Charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Keith Walzak, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to December 31st, 2026, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on March 19th, 2025 and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.
- 7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

- 10.1. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**
- 10.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**
- 10.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.

- 10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole

and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Boulder County or the federal district court for the District of Colorado, and in no other court. Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: PROS Project Manager
749 Main Street
Louisville, CO 80027
e-mail: bweber@louisvilleco.gov

If to the Contractor:

DTJ Design, Inc.
Attn: Keith Walzak
3101 Iris Ave. Suite 130
Boulder, CO 80301
e-mail: kwalzak@dtjdesign.com

Except for notices by email transmission, any notice required or permitted under this Agreement shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- a) Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- b) Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By: _____
Christopher Leh, Mayor

Attest: _____
City Clerk

CONTRACTOR:

By: S. Christopher Moore

Title: Chief Executive Officer + Vice President, DTJ Design Inc.

EXHIBIT A: Scope of Work

City of Louisville Parks, Recreation & Open Space (PROS) Department
Long Range Plan + Trails Master Plan
3-18-2025

SCOPE OF SERVICES

The following Scope of Work is based on four phases of work. The anticipated project duration is 17 months from Notice-to-Proceed to adoption of the Long-Range Plan and Trails Master Plan (March 2025 – August 2026). The Consultant will provide A final Project Schedule as part of Task 1.3: Community Engagement Plan. Phases The Long-Range Plan and the Trails Master Plan will be completed concurrently.

PHASE I: PROJECT INITIATION

TASK 1.1: PROJECT MANAGEMENT, ADMINISTRATION + PROGRESS REPORTING

The Consultant (herein referred to as DTJ Design and subconsultant team members) will provide project management and coordination with the city project management team, assist in facilitating ongoing meetings and plan monitoring as defined in the approved internal Project Work Plan (PWP). The Consultant will meet with the city Project Manager and representatives as part of regularly scheduled management meetings to review specific tasks throughout the project duration. Meeting summary notes will be provided, and the PWP and schedule will be updated as needed. Monthly Progress Reports will be issued as part of the regular monthly billing cycle. Work sessions and regular project management meetings may be held virtually. Meeting agendas will be provided for the staff ahead of time. In coordination with the city staff, the Consultant will be responsible for:

- Project Work Plan activities
- Project Management Team meetings (not to exceed 6 for Phases II-IV)
- Contract scope, scheduling, and budgeting
- Communications, project tracking and invoicing
- Monthly progress reports

TASK 1.2: KICK-OFF MEETING + STUDY AREA TOUR

The Consultant will participate in an initial in-person Kick-off Meeting with staff and other representatives to introduce project team members and review project assumptions and anticipated project outcomes. The Kick-off Meeting will clarify staff and consultant roles and responsibilities, project deliverables and exclusions, and communication protocols. Participants will clarify current and past reports, Geographic Information Systems (GIS) shapefile data, and other information to be provided by the city as part of a Request for Information (RFI), and whether additional data will be required to support future tasks for the Plan process. If any identified gaps of information are determined, the parties shall agree on how that data will be accounted for and by whom. The Consultant will participate in a Study Area Tour organized by the city to understand the department's properties and assets.

TASK 1.3: COMMUNITY ENGAGEMENT PLAN (CEP)

The Consultant will collaborate with staff to develop a project Community Engagement Plan (CEP) that defines the project's outreach strategy. The CEP will clarify the engagement activities and staff resources and roles, organizations, boards, and technical working groups, committees, and community-based organizations and contacts associated with the plan process. A detailed schedule will identify each meeting purpose and timeline. The CEP will confirm protocols for email correspondence, digital and print collateral, and any required language translation services. Staff will provide input on stakeholders, focus group participants and session topics, and contact information of volunteer board and elected officials. One set of written comments will be provided by the city. The city will use its current city web platform as the primary web tool for the project.

PHASE I DURATION: ~8 WEEKS

MEETINGS

- Kick-off Meeting (1.5 hr.) and Study Area Tour (2 hr. van tour organized by city staff)
- Ongoing Project Management Meetings (up to 2) and Progress Reporting

DELIVERABLES

- Project Work Plan (PDF format)
- Community Engagement Plan (PDF format)

PHASE II: ASSESSMENT, EXPLORATION + IDEAS

TASK 2.4: RESEARCH, DATA COLLECTION, TRENDS + NEEDS ASSESSMENT

The Consultant will utilize existing data such as past plans and studies, habitat and species data and high value land conservation data (as example) developed by the city as the foundation of the Needs Assessment. After a review of this and other information provided by the city, any gaps or missing information will be identified. This information, along with the assessment of the trail system and each division's current facilities, programs, and operations, will form the basis for the direction and specific plan recommendations. A review will include the previous PROS Plan policies and standards, inventory of current assets and programs, mapping, and data sets and include the city GIS shapefile data to assess the quality, location, and distribution of facilities and amenities. The Needs Assessment will identify gaps with facilities and services based on population distribution, trails system connectivity and access, and industry standards such as universal access to define needs and priorities.

The Consultant will address facilities, properties, and programs, operational, and capacity issues and include recommendations on how best to establish a financially sustainable program that meets the demands and needs of Louisville's recreational assets. The evaluation will consider current levels of service standards and evaluate existing facilities and programs to meet community preferences and trends. The review will include a high-level analysis of elements such as:

- Demographics
- Existing city parks, open space properties, and trail system
- Recreation & Senior Center facilities, programs, and services
- Coal Creek Golf Course facilities, programs, and services
- Comparative best practices
- Relevant standards such as National Recreation and Park Association (NRPA), AASHTO and other examples
- Review of maintenance practice and standards
- Operations structure and staffing
- Demand and SWOT analysis

The Needs Assessment will consider the life expectancy of each division's assets and the backlog of deferred maintenance needs to create a list of improvements necessary to continue to meet current standards. The Consultant will prioritize needs into a short-mid-and long-term ranking system to inform participants and work with staff to strategize a capital improvement program for backlog needs, renovations, and new facilities. The process will apply a high-level evaluation to compare how Louisville lines-up with other communities based on amenities, square foot estimates per resident, residents per facility and overall size. The level of analysis will address existing assets (including recreational facilities, parks, open spaces, and trails), management, maintenance, and operations procedures, and Capital Improvement Program history and needs.

The Consultant will meet with Division managers as part of the stakeholder interview process to discuss their operations and how individual operations interface with the rest of the department operational needs. For the recreation and Coal Creek golf operations, the Consultant will conduct site visits and gap analysis to show current and future golf operations as well as an understanding of asset valuation of the facilities. The Consultant will incorporate the observed findings as part of a high-level summary to illustrate current facilities, rates of participation, staffing, number of golf days produced by the population, and cost recovery data, and capital improvement needs to understand trends and specific actions taken to improve services and revenue. The Consultant will identify key priorities and develop planning level recommendations to address recreational facility and golf course uses. A follow-up visit with Division managers may be scheduled to refine the initial findings and draft reporting.

The Consultant will develop a summary of current PROS mission, values, current goals, policies, and trends analysis and a Strengths, Weaknesses, Opportunities, and Threats (SWOT) matrix to summarize existing conditions and needs. The research will form the basis for a path forward to improving services, identify capital and operational needs and include topics such as:

- Sub-regional influences
- Intra-agency cooperation
- Social-economic and demographic trends
- Diversity and equity programs and needs
- Parks, Open Space and trail system facilities inventory, and assessment
- Recreation & Senior Center program analysis
- Outdoor recreation amenities, programs, and services
- Golf program assessment
- Multi-generational health and wellness programs and events
- Universal Access and Americans with disabilities (ADA)
- Levels of service
- Supply and demand
- Peer community comparisons
- Gap analysis
- Public art and cultural/historical activities
- Natural resources, open lands, and urban trails; trail Infrastructure
- Land Dedication Ordinance
- Standards and specifications
- Project review procedures (Capital Improvement Program and funding sources)

TASK 2.5: COMMUNITY ENGAGEMENT ACTIVITIES

The project's community engagement activities will focus on executing the community outreach program identified in the approved CEP. The Consultant will meet with staff to clarify roles and responsibilities, confirm, plan, and facilitate outreach program activities, and coordinate website and technical content for digital and print surveys, print postcards, and required language translation services (not a part of this Scope of Services). The Consultant will prepare information including maps, presentations, graphics, handouts, and track comments, summarize public input, and incorporate input and project summaries.

Stakeholder Interviews (5)

Up to 5 – 1 hr. stakeholder interviews will include internal agency (division) staff such as administration, planning, operations, recreational programs, trails maintenance, events, and other staff, and external stakeholders such as foundation and non-profits, environmental and trails advocacy, youth and senior programs, and multicultural group representatives. Typically, up to 4 participants will attend each interview. The meeting summary notes will be prepared by the Consultant and made available to staff and uploaded onto the project website if determined appropriate.

Focus Group Sessions (3)

The Consultant will coordinate with staff to identify up to three focus groups topics based on plan elements. The focus group sessions will be up to 1.5 hr. long and topics may include recreational programs, culture and arts, sports, neighborhood and community parks, natural open space, conservation, and trails topics. Focus groups may include five to seven representatives per meeting. The Consultant and the city will jointly identify the topic groups. The city will identify the focus group participants and make an initial contact to invite participants to each focus group session. Meeting summary notes will be prepared by the Consultant and made available to staff and uploaded onto the PRD project website.

Community Open House Events (2)

The Consultant will plan and facilitate up to two Community Open House Events to include the PROS Long Range Plan and the Trails Master Plan. The events will concurrently address each plan topic and focus on obtaining input on community values, parks and recreation, and open space and trails needs. The initial Open House Event will be a visioning and goal setting workshop and provide an opportunity for community members to engage and discuss topics for the plan. The second Open House Event will focus on initial plan recommendations and draft implementation strategies. Each Open House Event is 2–3-hour program designed to encourage one-on-one conversations with the community and special interest groups on preferences and needs. The Open House Events will include multiple stations where people can learn about the plan process and provide input on key topics. A brief written online survey will be available through the city website to gather input on specific needs and priorities.

Pop-Up Events (3)

The Consultant will assist in planning and attending up to 3 Pop-up events to be held at various locations throughout the city. Pop-up tents will be provided by the city and be set up at various locations (community center, library, trailheads, or other locations) and as part of planned community events to inform community members and end users and gather input. City staff will support and attend the pop-up events.

Online/ Written Surveys: Preparation, Printing, Distribution, and Data Entry

An online and written survey will be developed and distributed through the city website, and at the pop-up and Open House Events to address plan topics and establish core community values, needs, and priority issues associated with the plan. The online survey will be a statistically valid, communitywide tool. Supplemental written surveys will provide the same content as the online survey and be available at events to solicit input on community preferences concerning parks, recreation and cultural arts programs, and open space, natural resources, and trails. This written supplemental survey is a non-statistically valid survey tool. The survey will be reviewed by the staff prior to printing or uploading onto the city website. The city will be responsible for direct printing costs. The Consultant will coordinate with staff to process survey data entries and summarize the information for website updates. The staff and the Consultant will clarify the details and associated roles with processing the written surveys as part of the project scoping effort.

TASK 2.6: ADVISORY BOARD (6) + CITY COUNCIL UPDATE (1)

The Consultant will participate in up to four advisory board meetings to include (PPLAB, OSAB, RAB, YAB). Additionally, a Joint Advisory Board meeting (1) and Open Space Advisory Board meeting (1) will be scheduled to address key issues with the Long-Range Plan and Trails Master Plan. A City Council update will be scheduled during this time. Scheduled meetings and recorded meeting notes will be the responsibility of the city staff. The Consultant

will prepare PowerPoint presentations and respond to questions. Additional meetings beyond what is identified will require the Consultant and staff to amend the Scope of Services as needed.

TASK 2.7: NEEDS ASSESSMENT INTERIM REPORT

The Consultant will prepare an Interim Needs Assessment Summary Report to address both the technical assessment and community engagement process. The Report will be an appendix item and as part of the project website. In a digital PDF, the summary report will identify the engagement activities, milestone dates, and key inputs. The Consultant will respond to one round of written edits by the staff.

PHASE II DURATION: ~16 WEEKS*

MEETINGS

- Ongoing Project Management Meetings (monthly up to 4) and Progress Reporting
- Staff Work Sessions (up to 2)
- Stakeholder Interviews (5)
- Focus Group Sessions (3 groups)
- PROS Long Range Plan Advisory Board Updates (4)
- City Council Update (1)
- Joint Advisory Board Update (1), Open Space Advisory Board Update (1)

DELIVERABLES

- Interim Needs Assessment Report (PDF format)
- Community Open House Event (1)
- Pop-Up Events (3)
- Statistically Valid Online Survey / Written Survey (Open House and Pop-up Events)

PHASE III: SYNTHESIS + ANALYSIS

TASK 3.8: STAFF WORK SESSION, IMPLEMENTATION STRATEGIES / RECOMMENDATIONS

The Consultant will plan and coordinate up to four Staff Work Sessions to include departmental representatives. The purpose is to review current programs and operations and synthesize focused topics and themes that consistently rise to the top of community and technical discussions. Participants will assess key topics to confirm the previous 2012 PROS Plan priorities and current community needs and desires, and affirm trends and high-priority needs, current policies and standards that should be considered as a carry forward for the current plan process. Each work session will address various phases of work and help develop preliminary recommendations, proposed capital improvements, and operational program requirements for the Plan. Topics will be identified and documented to help inform future recommendations and may include:

- Equitable access to recreational programs
- High-priority open space, resources, land acquisitions, and trail access
- Trails system mapping; existing and future improvements and connections Existing PROS facilities and future needs development
- Level of service standards for PROS facilities, properties, and trails
- Maintenance and operations procedures (revisions, updates or new maintenance plans are not included)
- Current funding programs and potential future parks, recreation facilities, trails, and open spaces funding needs
- Impacts of new/proposed land uses on neighborhood parks
- Land Acquisitions and Management Strategies (detailed land management plans are not included)
- Open Space restoration and mitigation (see Exclusions Section)
- Potential Fees and charges
- Recreation programs and services
- Golf course programs and services (detailed golf course operations and financial business plans are not included)
- Cost recovery goals for each division's programs and services (detailed cost recovery financial plans are not included)

TASK 3.9: DRAFT PROS LONG RANGE PLAN + TRAILS MASTER PLAN

The Consultant will prepare a Draft Plan outline draft table of contents and Plan layout to be reviewed and approved by staff. The PROS Long-Range Plan and Trails Master Plan will be separate documents. To expedite the Draft Plan process, staff will forward any native digital files (InDesign, photo imagery, and any city PROS branding graphics). The Draft Plans will include acknowledgments, table of contents, list of map graphics, tables, and content that reflects key topics identified throughout the planning process.

Map exhibits will include the city boundary and immediate service area and address existing and future parks and recreation facilities, open space areas, trails and trailheads, future trails, and proposed land acquisition areas (as an example). Deliverables will be provided in digital PDF format for internal staff review. Staff will be responsible for ensuring that all Department and Division written comments are consolidated input into one written set of comments. Up to two rounds of written comments will be provided by the staff and addressed by the Consultant. The documents will be formatted to be uploaded onto the project website and for print and distribution. The city will be responsible for uploading the draft document onto the city website and be responsible for any printing as required.

Implementation Strategies/Funding Sources

The Consultant will review current and potential capital projects and funding requirements to support the Plan Update recommendations and priorities and consider current and potential revenue sources and reflect cost recovery and programming goals. This task will include considerable interaction with the staff and decision-makers regarding staffing and funding programs and how to provide a balanced approach to serve current and future community needs.

The Consultant will develop a draft Implementation Strategies Action Plan Matrix to identify key programs, plan strategies, responsible agencies, funding programs, and projected timelines of each initiative over the next ten years. The Implementation Strategies Action Plan will include internal work sessions with staff, and related working groups to define a realistic and grounded plan going forward. The Action Plan Matrix strategies and priorities will be based on PROS budget and funding resources. The delivery will be reviewed for quality control by the consulting team and provided to staff in PDF format for review. Up to two rounds of written comments will be addressed.

TASK 3.10: ADVISORY BOARD + CITY COUNCIL UPDATE

The Consultant will participate in up to four additional follow-up advisory board meetings and a follow-up Open Space Advisory Board meeting (1) to solicit input on preliminary plan recommendations and address key issues with the Long-Range Plan and Trails Master Plan. A City Council update will be scheduled during this time. Scheduled meetings and recorded meeting notes will be the responsibility of staff. The Consultant will prepare presentations and respond to questions.

TASK 3.11: PRELIMINARY-FINAL PROS LONG RANGE PLAN + TRAILS MASTER PLAN

The Consultant will refine the Draft Plan documents and address technical edits by staff. We will respond to the input from staff and prepare a separate Preliminary-Final Plan for both deliverables separately. The deliverables will include graphic maps, tables, and narrative content (Executive

Summary, Table of Contents, List of Figures and Maps, Plan Chapter content, and Appendix items). A summary of the planning and community engagement process and inputs will be provided as a separate Appendix item. The Preliminary-Final Plan deliverables will be provided in digital PDF format. Up to two rounds of written comments will be addressed prior to issuing the Final Plan(s) deliverables. Each document will be formatted to be uploaded onto the PRD project website and for print and distribution. The city will be responsible for uploading the draft document onto the city website and be responsible for any printing as required.

PHASE III DURATION: ~28 WEEKS*

MEETINGS

- Ongoing Project Management Meetings and Progress Reporting
- Staff Work Sessions (up to 2)
- Advisory Board Updates (4) + Open Space Advisory Board Meeting (1)
- City Council Update (1)

DELIVERABLES

- Draft Long-Range Plan + Trails Master Plan (separate PDF format documents)
- Preliminary Recommendations + Implementation Strategies Action Plan (PDF format)
- Preliminary-Final Long-Range Plan + Trails Master Plan (PDF format)

PHASE IV: PLAN ADOPTION

TASK 4.12: BOARDS, COMMISSION + CITY COUNCIL PLAN ADOPTION

The Consultant will support staff as part of the Plan Approval process, including preparing presentation materials, documenting comments, and incorporating input into the Final PROS Long Range Plan and Trails Master Plan. The Consultant will attend one City Council presentation and provide project website content as required. One set of written comments from staff will be addressed. A Final PROS Long Range Plan and Trails Master Plan will be provided as a digital PDF document and one hard copy after the public hearing and approval process. The city will be responsible for uploading the draft document onto the city website and be responsible for any printing as required.

TASK 4.13: FINAL PLAN, REPORTING + CLOSE OUT

The Consultant will provide digital files for all deliverables for each project component at project completion. The final close-out will include transferring all original data files to the PRD. The final close out will occur after the completion of Phase V below.

PHASE IV DURATION: ~12 WEEKS

MEETINGS

- Ongoing Project Management Meetings (monthly up to 3) and Progress Reporting
- City Council presentation (1)

DELIVERABLES

- Final PROS Long Range Plan (PDF format)
- Final Trails Master Plan (PDF format)

PROJECT ASSUMPTIONS

The following projects assumptions apply to the Scope of Work in full.

- The timeline for the Scope of Services is assumed as a 17-month process from Notice-to-Proceed to Final Approved PROS Long-Range Plan and Trails Master Plan.
- The city will provide:
 - All Applicable GIS shapefiles in ESRI format.
 - Required past reports and studies, policies and procedures, and financial data.
 - Staff support for required client team meetings (staff team meeting attendees contact list, meeting scheduling and meeting room).
 - Staff support for required community engagement activities (meeting room, staff attendance, city social media announcements).
 - Any other project supportive needs not mentioned.
- Staff will provide up to 2 sets of written comments for each of the primary deliverables. Staff will coordinate internally for all divisions to respond to written comments. Written comments will be provided in a single consolidated form of communication to the Consultant.
- Written materials, graphics, and data shall be delivered in digital format consistent with the Microsoft Office and Adobe Acrobat products. The electronic format for written/ text documentation shall be Microsoft Word; graphic presentation documentation shall be Microsoft PowerPoint; and spreadsheet data shall be Microsoft Excel, in the most current versions. Mapping is to be provided in PDF and Shapefile format. Final deliverables shall be a digital PDF file to include all content, executive summaries, and appendices.
- This proposal includes basic recommendations for ecological restoration but does not include a custom ecological restoration plan.
- Report deliverables will not constitute 'formal consultation' with the U.S. Fish and Wildlife Service.
- Identification of high-priority open space land acquisitions, reclassification of existing parkland into open space and associated funding mechanisms shall be further defined to clarify the appropriate and required level of analysis.
- Identifying criteria recommendations for trail restoration for formalized trails and user defined trails shall be further defined
- The Consultant may be asked to produce additional site plans, drawings, and digital renderings as part of the Long-Range Plan and Trails Master Plan. Staff and the Consultant will clarify the number and type of illustrations and visuals that may be needed.
- Print + digital collateral includes:
 - Print Postcards 500 (5 X 7 cards w/QR Code)
 - Retractable Banners 2 – 6-ft. tall
 - Stretch Tablecloth 1
 - Press Releases up to 3
- Assume the city will provide high-quality photography as needed. If additional photography is required, the consultant can provide a fee based on the number of photos required.
- DTJ invoices at the beginning of each month based on the prior month of work effort. Payment is expected to be provided within 30 days of the invoiced amount. Actual monthly invoice amounts may vary.

EXCLUSIONS

The following items are currently not part of the proposed Scope of Services:

- Language translation services for print material.
- Artist perspective 3D Modeling, site drawings and digital renderings.
- Parks, recreation, and open space financial plans, staff programming recommendations, or market studies.
- Prairie dogs, if present, will be addressed with a recommendation memo. Management is not included.
- Noxious weed mapping. Recommendations for observed species will be provided.
- Species specific threatened or endangered species surveys or trapping will not be conducted.
- Field ecological inventory or open space management plan.
- Field run survey or subsurface utility Investigations.
- Geotechnical Investigations.
- Open space wildlife, natural resources, archaeological, and habitat inventory and site-specific management and maintenance plans.
- Resource protection plans for sites that contain archaeological, paleontological, geologic, or other special resources.
- Threatened or endangered species inventory assessment.
- Native prairie restoration plans and procedures.
- Wetland delineations, permitting and mapping.
- Seasonal or permanent closures of open space requirements and procedures.
- Criteria for trail restoration for formalized trails and user defined trails.

ADDITIONAL SERVICES (NOT INCLUDED IN THE SCOPE OF WORK)

Before any additional tasks are considered, staff and the Consultant will clarify the specific need and details to be in as a Scope of Work addendum.

Example services may include:

- Videography
The Consultant may provide project videos to inform the community of the plan process. The Consultant will create an outline of key ideas to communicate the plan purpose and visioning process to ensure residents are informed regarding parks, recreation, open space, and trails. The videos may include various outreach events and the planning process.
- Survey Data Interactive online dashboard: RRC would produce an interactive online dashboard that allows users to engage with the survey data. The dashboard would be hosted on Tableau online and could either be open to the public or for internal use only. The data can be cross tabulated by up to 5 different customized variables (for example, age, location in community, familiarity with the open space system, etc.) allowing for deeper insights and analysis. The dashboard is user-friendly and easy to understand. It highlights areas within the data that show the largest differences and allows the data to be accessible and not static.
- Print media flyers and larger format posters to advertise the community survey and Open House Events.
- Language translation services may be provided for Community Open House / Workshops and the online and mail surveys as requested.
- Additional site plans, drawings, and digital renderings beyond what is defined as part of the Plan.
- Project branding (trails open space logo, branding and style guide).
- Project Yard Signs w/metal frames.
- Branded Swag (tote bags, water bottle, stickers).
- Blog post and podcasts.
- Paid Facebook/Instagram Promotions.
- Professional photography for events.

EXHIBIT B: Fee Table

The following fee table represents a fixed fee, lump sum, and the not-to-exceed amount of \$375,500.

LINE	SERVICE ITEM	SERVICE FEE
1	PROS Long Range Plan	\$275,500
2	Trails Master Plan	\$100,000
3	Additional Services (tbd)	
TOTAL		\$375,500

Fee is inclusive of labor and direct reimbursable expenses.