



Request for Proposal (RFP)
for
Building Together -
Accessory Dwelling Unit (ADU) Pilot Incentives Program
Date: March 9, 2026
Submittal Deadline: April 9, 2026

Introduction

The Town of Superior, Colorado (Town) is seeking Proposals from qualified consultants (Consultant) experienced and interested in developing a pilot incentive program that uses a combination of fee waivers and construction cost reimbursements to encourage the use of the Town's pre-approved ADU plans as well as the construction of ADUs. This is part of the Town's Building Together Initiative, funded through the Town's Department of Local Affairs (DOLA) Accessory Dwelling Unit Grant (ADUG). Interested firms are invited to submit (1) electronic copy of the Proposal by **10:00AM on Thursday, April 9, 2026** to:

Town of Superior
Attn: Geoffrey Weathers
Planner II
geoffreyw@superiorcolorado.gov

Questions or requests for additional information should be sent in writing by **10:00AM. On Monday, March 23, 2026** to Geoffrey Weathers, Planner II geoffreyw@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 2025 Housing Strategies document identifies increasing housing choices as a key strategy for addressing the Town's current lack of affordable housing and diverse housing types, specifically by increasing opportunities for ADUs and promoting choices for seniors. Action items called out in the document include exploring incentives for ADUs and senior housing, potentially tying them to affordability.

By offsetting a portion of the costs of construction through permit fee waivers or subsidies or by providing loans or direct funding assistance, the Town will promote the development of ADUs

that will offer additional and diverse housing options for residents. Given limited funding for such a program, it may be beneficial to enact an affordability requirement and deed restriction to the ADU property in exchange for financial assistance.

The Town has been awarded the Department of Local Affairs's (DOLA) Accessory Dwelling Unit Grant (ADUG) to fund Building Together: Encouraging ADU Development in Superior. In part, this funding is to be used to hire a qualified Planning Consultant to develop a pilot incentive program that uses a combination of fee waivers and construction cost reimbursements to encourage the use of the Town's pre-approved ADU plans as well as the construction of ADUs.

The budget for this aspect of the grant is \$35,000.

Project Description

The Building Together initiative proposes three strategies to increase feasibility and appeal of ADU development in Superior:

1. Developing and marketing a set of pre-approved ADU design plans,
2. *Launching a pilot financial assistance program designed to deliver more affordable and accessible ADUs in Town**, and
3. Providing technical assistance to persons constructing or converting ADUs.

All three of these strategies directly align with the Town's housing goals, as identified in the [2023 Housing Needs Assessment](#) and [2025 Housing Strategies](#) document. Specifically, this initiative will:

- Promote housing choice for lower and fixed income households
- Encourage development of diverse, attainable housing types by reducing regulatory and financial barriers to ADU development
- Incentivize the creation of accessible, affordable housing by offering financial assistance

**This RFP concerns only this portion of the greater Building Together program.*

Scope of Work

A qualified Consultant must be able to provide the following services, including, but not limited to:

The creation of a pilot program for the Town to offer a package of ADU development incentives, such as fee waivers (including but not limited to tap fees, impact fees, plan review, or permitting fees) and construction cost reimbursements, to encourage ADU development. The pilot incentives program has a budget of \$165,000 in grant funding. In accordance with the following criteria, the Pilot ADU Incentives Program will:

1. Promote the construction of ADUs, generally.
2. Encourage the use of the Town's pre-approved ADU plans.
3. Facilitate homeowners with incomes of all incomes to build ADUs.
4. Foster program sustainability by making efficient use of Town resources and explore alternative for future funding.
5. Condition some forms of financial assistance for ADUs on affordability and accessibility.
6. Be guided by a combination of industry best practices and community engagement.
7. Abide by all local, state and federal laws and regulations.

The process for developing the ADU incentives program will be iterative. During the contract period, the Consultant will be expected to attend weekly meetings with Town Staff. At each meeting, the Consultant will provide staff with a status report and examples of current work-to-date. Staff will review the progress for conformance to the criteria stated above and provide the Consultant with feedback in a timely manner.

By September 1, 2026, the Consultant will submit the Pilot ADU Incentives Program to Town Staff for final review and approval. If requested, the Consultant will assist Staff in answering the questions of Planning Commission and/or Town Council with respect to the final plan sets.

ning Commission and/or Town Council with respect to the final Pilot ADU Incentives Program.

The budget for this aspect of the grant is \$35,000.

RFP Submittal

The Town invites qualified Consultants to submit Proposals for Building Together – Pilot ADU Incentives Program. The submittal should include the following:

1. A Cover Letter:
 - Introduction and statement of qualifications with a short background of the Consultant
 - Brief background of the Consultant
 - Proposed project team/personnel
 - Statement of interest, commitment to and capacity for meeting the project schedule/timeline
 - Copy of invoice template
2. Portfolio or at least three samples of work
3. Estimated cost/fee proposal for performing the work, including:
 - Breakdown of cost per expense
 - Total cost for entire scope of work
 - Explanation of cost effectiveness and reasonableness based on the services provided
 - Transparent rates for labor, equipment, and materials/ competitive pricing in services offered (as applicable)
4. Three or more references from previous clients who can speak to qualifications, reliability, and work performance. Please include the following information:
 - Client Name
 - Project Details and/or Scope of Work
 - Reference with phone number and email
5. Page count max: 15

Submissions should demonstrate ability to meet project objectives, including:

- Promote the construction of ADUs, generally
- Encourage the use of the Town's pre-approved ADU plans
- Facilitate homeowners with incomes of all incomes to build ADUs
- Foster program sustainability by making efficient use of Town resources
- Condition some forms of financial assistance for ADUs on affordability and accessibility, perhaps through deed restrictions
- Be guided by a combination of industry best practices and community engagement

- Abide by all local, state and federal laws and regulations
- Provide monthly invoicing and progress reports
- Comply with all applicable state grant requirements

Selection Process

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

RFP submissions will be evaluated based on the ability to meet the requested services and cost considerations. A Selection Committee will select up to 3 proposals for an interview evaluation. The interviews will be assessed holistically based on whether the proposal is found to not meet, meet, or exceed the evaluation criteria below. The initial evaluation and subsequent interviews will assess the Consultant's ability to deliver the specific services outlined in this RFP, with cost also being factored into the final score.

Evaluation Criteria:

- **Ability to Provide Requested Services (Total: 100 points)**
 1. Experience (50 pts total)
 - a. Developing ADU-related programs (15 pts)
 - b. Developing ADU incentives programs (15 pts)
 - c. Deploying ADU incentives programs (15 pts)
 - d. Knowledge of existing ADU incentives Programs (5 pts)
 2. Ability to meet the scope of work (20 pts total)
 - a. Appropriate personnel (5 pts)
 - b. Timeline (5 pts)
 - c. Ability to achieve project objectives (10 pts)
 3. References (20 pts)
 4. Cost (10 pts)

Signatures

The proposal documents do not require an authorized signature for submittal. Signatures will be required of the selected Consultant as part of the agreement process.

Attachments:

- I. Proposed Project Schedule
- II. Project Cover Letter
- III. Sample Town Services Agreement Template

I. Proposed Project Schedule

March 9th	Post RFP
March 23 rd	Questions/Request for Additional Information due 10:00AM
April 9th	Proposals due 10:00 AM
April 13-17 th	Proposal Submission Interviews
April 20-24 th	Consultant Selected
April 27 th	Services Agreement Approval
May	Project Begins

II. Cover Letter

Dear Subject Matter Expert,

The Town of Superior is grateful for your interest in being a part of the Building Together: Encouraging ADU Development in Superior.

This grant funded program presents a vital opportunity for the Town to support Marshall Fire recovery and improve housing affordability by catalyzing resource-efficient, community-driven ADU development. The Building Together initiative proposes three strategies to increase feasibility and appeal of ADU development in Superior:

- 1. Developing and marketing a set of pre-approved ADU design plans,*
- 2. Launching a pilot financial assistance program designed to deliver more affordable and accessible ADUs in Town, and*
- 3. Providing technical assistance to persons constructing or converting ADUs.*

All three of these strategies directly align with the Town's housing goals, as identified in the 2023 Housing Needs Assessment and 2025 Housing Strategies document. Specifically, this initiative will:

- Promote housing choice for lower and fixed income households*
- Encourage development of diverse, attainable housing types by reducing regulatory and financial barriers to ADU development*
- Incentivize the creation of accessible, affordable housing by offering financial assistance*

Building Together will support the Town's ongoing commitment to addressing local and regional housing challenges and is particularly important in the context of the Marshall Fire. On December 30, 2021, the Marshall Fire destroyed 394 homes in Superior, about 8% of its total housing stock, including the vast majority of its low-cost housing. Due to the shortage of housing options, many of the residents impacted by the fire have been indefinitely displaced. Even before the Marshall Fire, Superior recognized the negative impact housing unaffordability was having throughout the county. In 2018, Superior endorsed the Boulder County Regional Housing Partnership's goal that 12% of all housing units in the County be permanently affordable by 2035. In 2023, the Town furthered its commitment by opting into Proposition 123, a state initiative that dedicates funding for affordable housing. As part of this, Superior has committed to delivering 22 designated affordable units by 2027. DOLA ADU Grant funding will allow the Town to meet these commitments and implement impactful, innovative solutions that directly address urgent housing needs.

The Town welcomes this occasion to collaborate with expert consultants like you to realize the vision of the Building Together Program to increase affordable housing options and diversify the local housing stock in Superior through the promotion of the construction of ADUs.

Town Staff look forward to reviewing submissions and again, the Town thanks you for taking the time to submit your proposal for helping us bring our vision to fruition.

Sincere regards,

Renaë Stavros

Renaë Stavros

Planning and Building Director

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2022 (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 services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required 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. 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 licenses in good standing, required

by law. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors 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. 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.

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

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.

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 other terms or obligations 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 U.S. 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, and 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

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2022, 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: