



**Request for Proposal for:
Raw Water Study**

Prepared May 2020

**City Of Louisville
749 Main St.
Louisville CO 80027**

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INTRODUCTION

The City of Louisville is seeking qualified technical proposals to conduct a water study of three raw water storage reservoirs and two associated water sources that are used for potable water supply.

NOTICE IS HEREBY GIVEN, proposals should be prepared and submitted using the provided instructions which addresses the needs outlined herein. Proposals will be accepted until **2:00 PM Mountain Time on June 1, 2020**. Late proposals will not be accepted. Proposals shall be submitted in a sealed envelope and labeled “City of Louisville – Raw Water Study RFP”, Sealed Proposals shall be delivered to:

Steven Daniels
Civil Engineer I
City of Louisville
1955 N Washington Ave
Louisville, CO 80027

Digital copies of the RFP Documents will be available after **May 4, 2020** on-line through Rocky Mountain Bid System or located on the City of Louisville's website: www.louisvilleco.gov/current request for proposals and bids.

A mandatory Pre-Proposal meeting will be held on **May 13, 2020 at 10:00 am at 1955 Washington Ave, Louisville CO 80027**.

OBJECTIVE

The proposals will consist of necessary work to perform services as identified in the scope of work, listed below. The goal of the study is threefold:

- To determine the presence and amount of sedimentation effects on source water and reservoirs.
- Evaluate existing algae populations in each reservoir, including key indicators such as phosphorus and nitrogen concentration and removal average water residence time, mean depth, and other impacts of nutrients on reservoir.
- To provide a holistic characterization of the ecology within each reservoir, including rough populations of vertebrates such as fish, amphibians, etc., as well as nuisance bivalves such as Zebra and Quagga mussels;

In addition to the study, the contractor should provide water quality information and document any trends which could be used to optimize water treatment for municipal distribution. The study should also recommend a treatment plan designed to mitigate any adverse conditions identified by the study, as well as provide a cost estimate of any such program.

The selected consultant shall develop the study, perform all required analyses, participate in at least four periodic progress meetings, process data results, and submit a final report with recommended treatment plan to City staff.

SCOPE OF SERVICES

- 1) Selected firm shall develop the study for reservoirs Louisville Reservoir, Marshall Lake, and Harper Lake, as well as source waters from Eldorado Springs and the Northern Colorado Water Conservancy District (NCWCD). The study shall specify constituents of interest as well as any sampling program to achieve the threefold objectives of the study. The proposed study shall be submitted to City staff for comment and approval, prior to being implemented.
 - a) Constituents: Prospective Bidder may recommend constituents, but the cost of sampling and analysis on said constituents shall be included in proposal bids.
 - b) Study Locations
 - i) Louisville Reservoir: In the recent past, water from Louisville Reservoir has had taste and odor problems. Filter run times have reduced during summertime, possibly as a result of changes to raw water and algal quality. In general, the natural ecology of the reservoir is suspected to be robust, but has never been accurately characterized in terms of algae population or other vertebrate and invertebrate life.
 - ii) Eldorado Springs Intake: Throughout the summer, this intake diverts surface water from South Boulder Creek into Louisville Reservoir and Harper Lake. Thus, the character of this source water greatly affects the quality of water within the reservoirs.
 - iii) Water from the NCWCD flows directly into Louisville Reservoir, greatly affecting the character of the reservoir.
 - iv) Marshall Lake: This reservoir experiences variable water quality with high turbidity in the summer. Sustained high turbidity results in reduced filter runs at the City's water treatment plant and should be quantified and profiled.
 - v) Harper Lake: This lake receives water only from the Eldorado Spring diversion, and has no history of taste and odor problems. An analysis of the reservoir should highlight any differences between Harper and Louisville reservoirs.

	Capacity (Ac-Ft)	Maximum Depth (Ft)	Approximate Area (Ac)	Boat Launch Facilities
Marshall Lake	9,655	64	254	Concrete Ramp
Harper Lake	715	32	31	None
Louisville Reservoir	210	21.5	17	Gravel Ramp

- 2) Selected firm shall provide all labor, materials, tools, supplies, sample collection equipment, analytical and transportation services, and all other things necessary to complete the developed Program.
 - a) Any watercraft or equipment capable of transmitting aquatic nuisance species shall be decontaminated per State of Colorado Parks and Wildlife Regulations.
 - b) Sample testing shall be performed by either a drinking water laboratory certified by the Colorado Department of Public Health and Environment or using suitable analysis equipment. If a certified laboratory is not used, latest available analysis equipment calibration data shall be provided.
 - c) Data from each sampling event shall be provided to City staff in digital spreadsheet format, as sample results become available.

- 3) Upon completion of the study, data will be provided to City staff in a comprehensive report. The report shall analyze constituent trends, discuss possible trend causes, outline present or possible future water quality problems, provide cost estimates for mitigation and control measures and recommend additional sampling or analysis, if needed.

INFORMATION AVAILABLE TO BIDDERS

Location maps, approximate GPS coordinates, and available reservoir information is attached to this Request for Proposals in order to assist Prospective Bidders with proposal preparation.

STANDARD TERMS AND CONDITIONS

When preparing a proposal for submission in response to this RFP, contractors should be aware of the following terms and conditions which have been established by the City of Louisville:

- This request for proposals is not an offer to contract. The provisions in this RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals. The City of Louisville reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, to abandon the project and this RFP at any time, and to re-solicit proposals.
- Contractor acknowledges that any potential expenditure incurred by selected firm outside the current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure. The project needs to estimate a timeline for each period – three months. The project should have a determined starting date and end within a year.
- The City of Louisville reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City.
- The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.
- The following criteria will be used to evaluate all proposals:
 - The contractor's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Louisville.
 - The reputation, experience, and efficiency of the contractor.
 - The ability of the contractor to provide quality services within time and funding constraints.
 - The general organization of the proposal: Special consideration will be given to submittals which are appropriate, address the goals; and provide in a clear and concise format the requested information.

- Other selection factors within this RFP or the City’s purchasing policies, or that City determines are relevant to consideration of the best interests of the City.
- All responses to this RFP become the property of the City upon receipt and regardless of selection or rejection, and will not be returned, except that the City may return late responses submitted after the response deadline. Any trade secrets or confidential commercial or financial information submitted with any response is subject to potential disclosure, and submitting it constitutes proposer’s waiver of any recourse against the City in respect to disclosure and proposer’s agreement to indemnify the City for any costs, legal fees or expenses incurred in relation to any proceeding concerning disclosure of such information. Any trade secrets or confidential commercial or financial information submitted with a response shall be clearly segregated and marked; provided; however, that neither cost information nor the total RFP will be considered proprietary. The City will notify the vendor of any request for disclosure of information so segregated and marked that may be subject to nondisclosure, and it will be the responsibility of the vendor to object and to pursue any legal actions pursuant to Colorado law. A vendor shall notify the City within 24 hours of notification by City of request for disclosure of the vendor’s objections to disclosure and the vendor’s intent to pursue lawful protection under Colorado law.

PROPOSAL FORMAT

The consultant is encouraged to follow the outline and page distribution, as outlined below. Difficulty in finding desired information may be considered as non-responsive with a corresponding score. Brevity and clarity in explaining your key concepts are encouraged. It is recommended that the proposal be prepared in a 10 or 12 point font only. If a smaller font is used, it may reflect negatively on your scores. A page for the submittal is a standard 8 ½ x 11 inch sheet and printed on one side only. Consultant firms are encouraged to submit their proposal on two-sided format, rather than one-sided only. Proposal should contain the following elements:

- Cover or Introductory Letter (two (2) page limit – 8½ x 11 inch paper)
- Project Team (five (5) page limit – 8½ x 11 inch paper)
- A Work Plan Section (eight (8) page limit – 8½ x 11 inch paper)
- The Commendation Section (five (5) page limit – 8½ x 11 inch paper)
- Fee Proposal (two (2) page limit – 8½ x 11 inch paper)
- References (five (5) page limit – 8½ x 11 inch paper)

PROPOSAL CONTENT

The following is a general description to aid you in preparing the proposal. The general outline and content should be followed. However, the discussion of the specific elements should be determined by your interpretation of the specific project. The listed elements are presented to help you determine the discussion content. The selection committee will evaluate your

interpretation of the most important factors to address for this project within the page limits to arrive at its rating.

1. Cover Letter

- Include the project title.
- Include a certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
- Include the name, email address, telephone and fax number of the individual to contact regarding their proposal.
- City of Louisville requires an original signature signed in ink, by a representative of the firm fully authorized to submit proposals and sign contracts on the firm's behalf. The letter shall include a statement to that effect.

2. Project Team

- Identify your Project Principal, Project Manager, Key Staff and any Sub-consultants
- Present a brief discussion of the firm's size, team's qualifications and experience related to this project.
- Include the level of involvement and availability of key staff members with existing and upcoming project workloads
- Include experience on similar projects as a team
- Include a list of current and past projects completed within the past five years with the City of Louisville or other Local Agencies. Include a name, telephone number, and email address of the owner's Project Manager for every project listed and describe your firm's role for all the projects listed. Demonstrate your firm's ability to control costs, meet schedules, and provide quality work on the listed projects.
- Include unique knowledge of team members related to this project
- Include length of time with the firm for each key team member

3. Work Plan

- Describe a clear understanding of the project goals and briefly describe the actions you plan to take to achieve these goals.
- Include a list of deliverables required on the project
- List the names of staff members responsible for cost, control, quality control, and schedule control.
- Describe issues you see as critical and possible solutions.

4. Commendation Section

- Letters commendation or awards for similar previous work completed within the last five years. These letters should be of reasonable length and pertinent to the project.

5. Fee Proposal

- Provide breakdown of costs including all insurances, labor and incidentals required to complete the work. The City will pay permit fees required by CDPHE directly. Fee proposal shall be divided into the following tasks:
 - o Design (Including permitting)
 - o Bidding Assistance
- Contract Administration (Including Project and Permit closeout)

No Proposal may be withdrawn within a period of sixty (60) days after the proposal deadline. The City reserves the right to award the contract by sections, to reject any or all proposals, and to waive any informalities and irregularities therein.

Submit one (1) original and two (2) copies of the completed proposals. To reduce waste, please submit all proposals double sided and without binders. Submit one electronic copy of the proposal.

In addition to the written submission, the City reserves the right to request an interview with some or all of the proposers.

All costs incurred in preparing for, printing, and delivering a submittal, along with any costs associated with travel or time spent in interviews or negotiation with the City are solely the responsibility of the submitter. The City is not liable for any costs incurred prior to issuance of a legally executed contract and/or purchase order.

All submittals become the property of the City, a matter of public record, and will not be returned. Proprietary information included in submittals must be clearly identified and will be protected, if possible. Unit pricing and total cost information will not be considered proprietary. All material submitted regarding this RFP becomes the property of the City of Louisville and will only be returned to the proposer at the City's option. The City of Louisville has the right to use any or all ideas presented in reply to this RFP. Disqualification of proposer does not eliminate this right.

TIMELINE

The City reserves the right to modify the proposal submittal and acceptance timeline at any time at its sole discretion.

Proposal Submittal and Acceptance:

First Publication	May 6, 2020
Second Publication	May 8, 2020
Mandatory pre-proposal conference	May 13, 2020 @ 10:00am
Inquiry deadline	May 26, 2020 @ 5:00pm
Proposals due deadline	June 1, 2020 @ 2:00pm
Begin Services under new contract when funds are released from Council	June 2020

PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference with representatives of prospective Contractors will be held at **10:00 a.m.**, MST at the Sid Copeland Water Treatment Plant, 1955 N Washington Ave, Louisville CO 80027 **on May 13, 2020**. Representatives of the City will be present to discuss the proposal documents and scope of work. Contractors will need to confirm their attendance.

Prospective Contractors must meet the following minimum qualifications:

- **Minimum Insurance Requirements:** The Contractor must provide proof of insurance as required in the attached Professional Services Agreement.

CONTRACT

A sample copy of the Agreement and exhibits is included with the proposal documents. In addition, the following documents must be submitted with the proposal:

1. Schedule of Subcontractors/consultants (if any)
2. Contractor's Pre-Contract Certification Regarding Employing Illegal Aliens (Form Provided)

INQUIRIES

Prospective submitters may make written inquiries by e-mail before the inquiry deadline concerning this Request for Proposal. Inquiries will also be accepted at the pre-proposal meeting. An addendum will be released to all pre-proposal meeting attendees with any required clarifications or revisions to this request or the associated construction documents within two days of the Inquiry Deadline. Prospective proposers are advised to contact Steven Daniels prior to the inquiry deadline to ensure they are included in any addendum posting.

Inquires may be emailed to:

Steven Daniels
Civil Engineer I
Email address: sdaniels@louisvilleco.gov
Phone: 303-335-4791
Fax: 303-335-4793

SELECTION CRITERIA

Proposals that are considered competitive will be evaluated by an evaluation team. The City reserves the right to select the proposal that is most advantageous to the City, even if it is not the least expensive.

ATTACHMENTS

REQUEST FOR PROPOSAL CITY OF LOUISVILLE, COLORADO CITY OF LOUISVILLE WATER TREATMENT RAW WATER STUDY

1. Professional Services Agreement
2. Prohibition Against Employing Illegal Aliens
3. Map of Reservoirs and Intakes

**INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND _____
FOR _____ SERVICES**

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and _____, [Name of Contractor] a _____ [State of Formation and Type of Entity], 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 _____ services as further set forth in the Contractor's Scope of Services (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 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 "A" 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 A. 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 _____ 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 _____ and such person's designees.
- 5.2 The Contractor designates _____ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly _____, 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 _____, 20____, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on [(the Effective Date) or (on another date desired by the City, after the Effective Date)] 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 IMPOSE 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. [If out of state contractor: Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Boulder County and the federal district court for the District of Colorado over it.] Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

17.1 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.

17.2 The "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the City prior to Contractor's execution of this Agreement.

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: _____

749 Main Street

Louisville, CO 80027

e-mail: _____

If to the Contractor:

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: _____

Mayor

Attest: _____

City Clerk

CONTRACTOR:

By: _____

Title: _____

Prohibition Against Employing Illegal Aliens

PROJECT: RESERVOIR WATER QUALITY STUDY
OWNER'S PROJECT NUMBER: 051-499-55360-10
OWNER: CITY OF LOUISVILLE, COLORADO

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contract has verified or attempted to verify through participating in the basic pilot program as defined in C.R.S. Section 8-17.5-101(1) ("Program") that Consultant does not employ any illegal aliens and, if Consultant is not accepted into the Program prior to entering into this contract, that Consultant shall apply to participate in the Program every three months until Consultant is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the Program is discontinued. Consultant is prohibited from using the Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Consultant obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Consultant shall:

- a. Notify the subcontractor and the City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

If Consultant violates a provision of this Contract required pursuant to C.R.S. Section 8-17.5-102, the City may terminate the contract for breach of contract. If the contract is so terminated, the Consultant shall be liable for actual and consequential damages to the City.

**Contractor's Pre-Contract Certification
Regarding Employing Illegal Aliens**

PROJECT: RESERVOIR WATER QUALITY STUDY
OWNER'S PROJECT NUMBER: 051-499-55360-10
OWNER: CITY OF LOUISVILLE, COLORADO

The proposer of public services to the City of Louisville identified below (hereafter "the Proposer"), hereby certifies as follows:

That at the time of providing this certification, Proposer does not knowingly employ or contract with an illegal alien; and that Proposer has participated in or attempted to participate in the Basic Pilot Program administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

Dated this _____ day of _____, 20____.

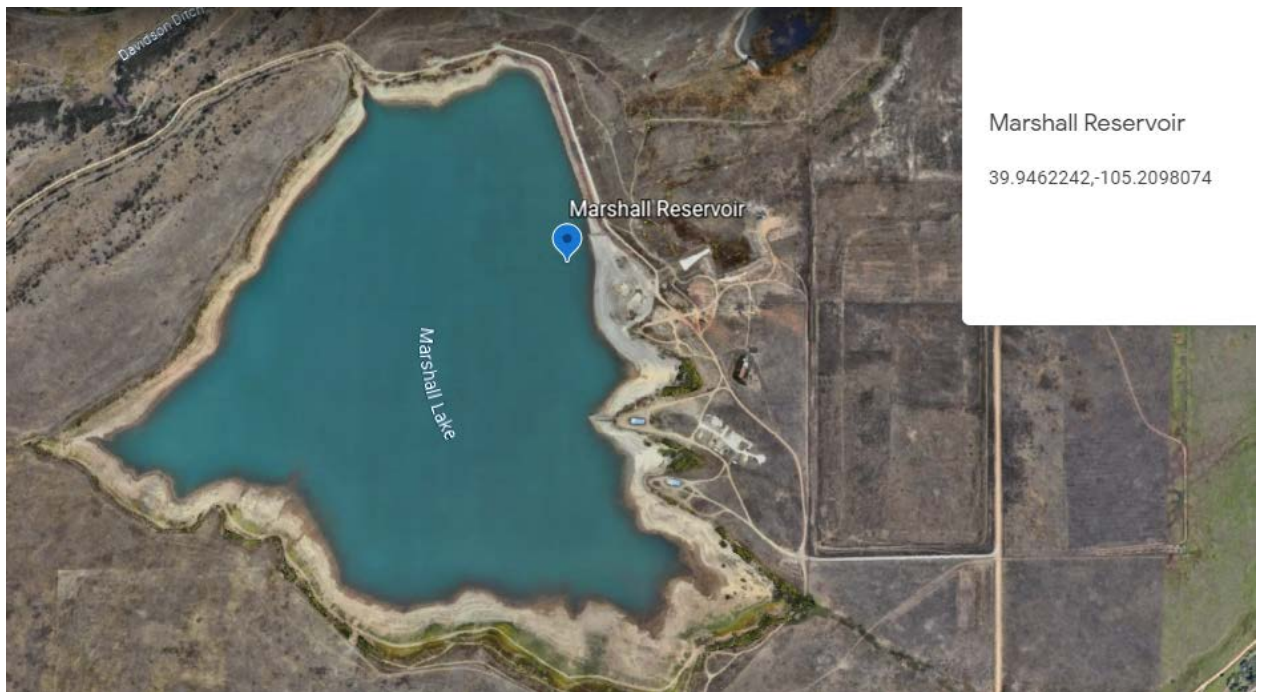
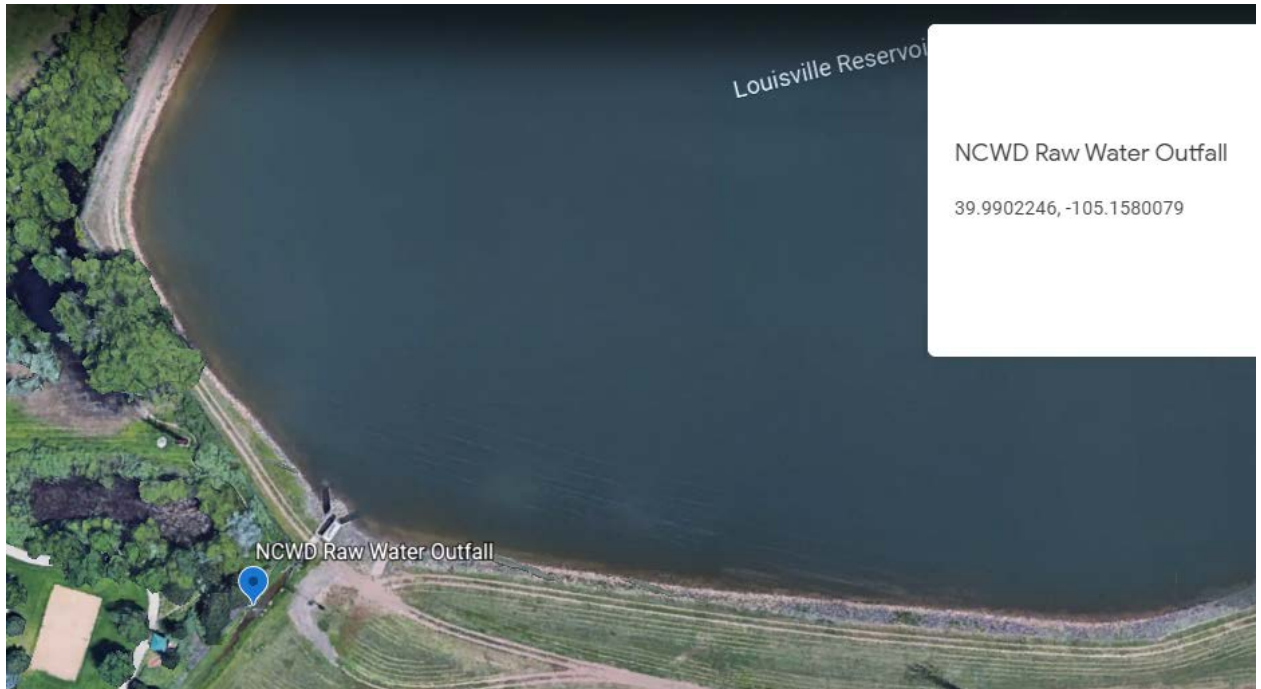
Proposer: _____

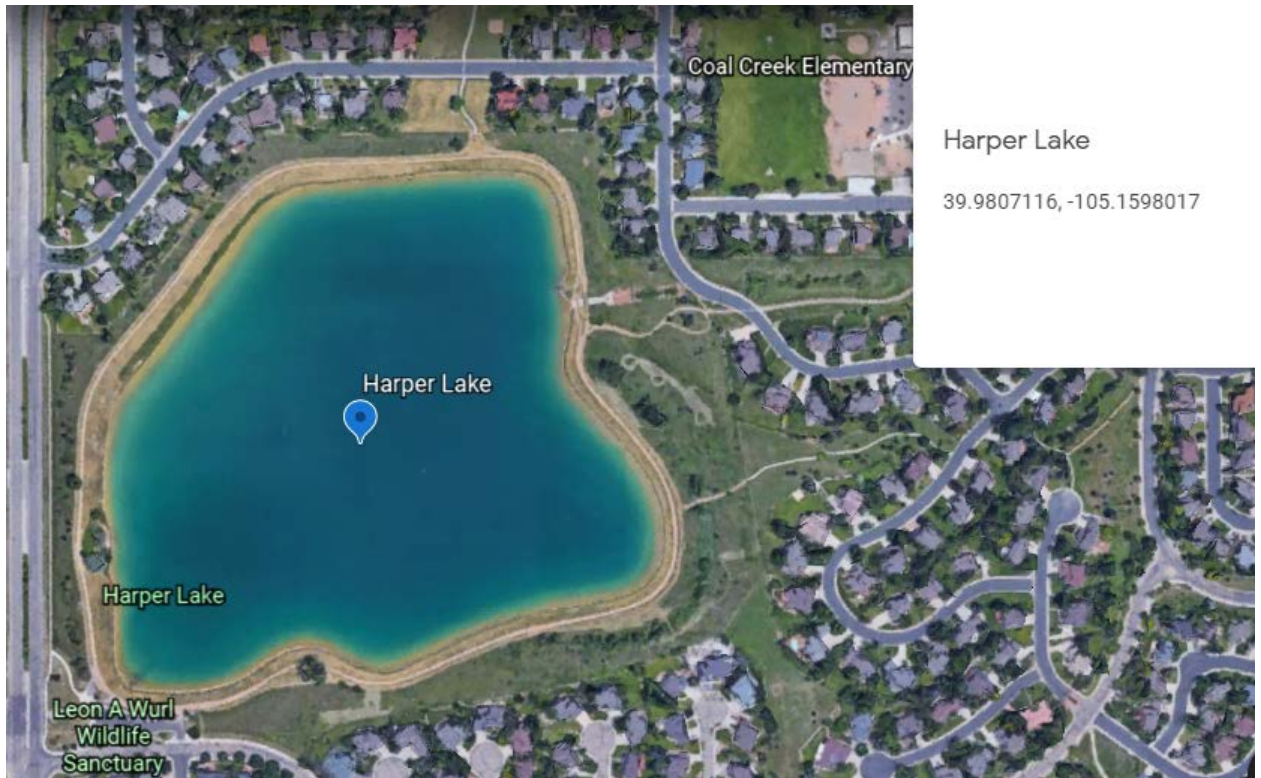
By: _____

Title: _____

MAPS OF RESERVOIRS AND INTAKES







Harper Lake

39.9807116, -105.1598017