



REQUEST FOR PROPOSALS

**2021 Open Space, Parks, and Trails Wayfinding
Consulting Services
for
Limited Revisions to Sign Specifications Package Document**

**City of Louisville, Open Space Division
717 Main Street, Louisville, CO 80027
PH: (303) 335-4735
www.louisvilleco.gov**

Project Number: 201511-630071

**PRE SUBMITTAL MEETING: JUNE 2, 2021 AT 1 PM CITY HALL SPRUCE ROOM
PROPOSAL DUE: JUNE 29, 2021 BY 1:00PM**

REVISED SCOPE OF WORK

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PROJECT SCHEDULE

Pre-Submittal Meeting at Louisville City Hall, Spruce Room	June 2, 2021
Response and Addendums to Pre-Submittal Meeting	June 4, 2021
Submittals Due 1:00 P.M.	June 29, 2021
Proposal Review by Review Team	July 7, 2021
Notice of Award Issued	July 8, 2021
Insurance Certificates Due	July 9, 2021
Contract Award by City	July 20, 2021
Target Project Completion (not to exceed 4 months)	November 30, 2021
Professional Services as Owner's Technical Advisor	TBD

REQUEST FOR PROPOSAL

Overview

The City of Louisville is requesting proposals from qualified consultants to identify cost-saving materials for the wayfinding signage identified in the Specification Package. This sign Specification Package was approved in the City of Louisville 2015 Open Space, Parks, and Trails Wayfinding Plan (Wayfinding Plan). After the City reviews and selects specific cost-saving material options, the Consultant will provide detailed specification updates and cost estimates for the selected options and advice on proposed installation plans.

The 2015 Wayfinding Plan can be found here: <https://www.louisvilleco.gov/doing-business/bidding-opportunities-requests-for-proposals> with the Specification Package starting on pdf page number 277. For ease of revisions, the original InDesign work, with supporting illustrator files, will be provided to the selected consultants.

Background

- The City of Louisville owns an interest in 1,800 acres of Open Space with 1,120 acres jointly-owned and 680 acres owned and managed solely by the City; 163 acres of parkland; and over 32 miles of trails.

- The 2015 Open Space, Parks, and Trails Wayfinding Plan and Specification Package were developed in 2014-2015 with input from citizens, city boards, staff, and city council. The Wayfinding Plan was approved by the Open Space Advisory Board in 2015. Currently, wayfinding and signage is inadequate or non-existent in most areas in the City. The Wayfinding Plan establishes wayfinding guidelines to enhance the user's experience and ability to navigate through the property and trail system.
- Relevant sections of the Specifications Package can be found in the Wayfinding Plan which is posted on the City website and includes:
 - Fabrication Specifications Page 2-3
 - Color, Typography, Materials & Artwork Page 4-8
 - Map Symbols Page 9-10
 - Signage Palette Page 11-14
 - Dimensions Page 15 -17
 - Sign Mounting Details Page 18

Scope of Work

The City of Louisville is requesting proposals from qualified consultants to provide options for cost-saving materials for the existing sign designs in the Specification Package which was approved in the Wayfinding Plan. Cost saving material recommendations should be modular, durable, and expandable to support future wayfinding signage requirements. Options should include anti-vandalism features and meet best practice requirements for signage UV degradation, extreme temperature variance, abrasion, weather proofing, impact, and bending. After the City reviews and selects the cost-savings options, the Consultant will provide detailed specifications and cost estimates for the selected option.

- A. The Consultant will develop alternative options for cost-effective materials, with information on savings based on fabrication, installation, and ongoing maintenance. The consultant shall provide samples, cost estimates, and describe the advantages and disadvantages of each selection. Selection will include components such as, but not limited to, sign materials, finishes, hardware, posts, bases, collars, and brackets. The City will review and select from the options.
- B. Currently the Wayfinding Plan does not include a template for a park/open space property entrance sign design. Based on the design standards established in the Wayfinding Plan, the Consultant will develop a template for a park/open space property entrance sign (similar to Regulatory/Etiquette/Partner Pole F# in the existing plan). An example with desired sign content has been developed and will be provided to the consultant awarded the project.
- C. The Consultant will provide three different options each for a flyer holder and a dog bag dispenser with product descriptions, warranty information, features, specifications, photos, a brief summary of the advantages/disadvantages for each option, and pricing.
- D. After the City reviews the materials options and makes selections, the Consultant will provide updates, revisions, and additions to specific sections of the Specification Package of the Wayfinding Plan based on the selected options. These revisions will establish standards for future bid specifications for wayfinding system signage fabrication and

installation. These standards will also ensure ease of maintenance, replacement, and re-ordering.

- E. The City’s Project Manager will develop two models of a time-phased implementation approach. The two models will focus on cost-saving measures such as strategic purchasing, outsourced or in-house installation labor cost for new signs, and removal of existing outdated signs, and other factors. The Consultant will review the two models developed by the City and provide feedback on the advantages/disadvantages of each model.
- F. The Consultant will develop a “Project Scope & Bid Form”, similar to the one below, for the next phase of this project which is the fabrication and installation. This phase is planned for 2021-2022. The consultant will provide technical advice in support of bidding fabrication and installation, and review of prefabrication submittals.

All of the revisions, updates, and additions will maintain the original style of the 2015 Wayfinding Plan infographics, level of design, fonts, color pallet, iconography, and aesthetic design. All of the materials, fabrication, and installation standards will be based on current best practices.

Consultant qualifications must, at a minimum, include the following:

- Demonstrated experience in developing and implementing successful innovative and cost-effective solutions to complex wayfinding designs and pricing issues.
- Demonstrated experience in designing signs, material specifications and supporting a sign fabricator during fabrication and implementation.
- Have the ability to work collaboratively with City Staff, Open Space Advisory Board members and Owner’s Representatives.

The selected consultant will perform a variety of technical, design, development, and project specific functions as follows:

Total Consultant costs for items 1-5.3 not expected to exceed \$10,000.

Scope & Cost Form 2021 Open Space, Parks, and Trails Wayfinding – Limited Revisions to Sign Specifications Package		
RFP Reference	Task	Cost Estimates
1.0 Project Management and Communication		
1.1	Provide a project schedule detailing the critical path, milestones, meetings, and deliverables for this project.	

1.2	Facilitate initial kick off meeting and progress meetings every other week (via zoom). Record and distribute meeting notes with action items and resolutions. For the purposes of lump sum cost please assume eight (8) meetings.	
2.0 Options for cost-effective materials, with additional information on fabrication, installation, and maintenance. The City will make a final selection from the options before work begins on Revisions to Specifications (3.0).		
2.1	Provide three design options for Dog Bag Dispensers and three design options for standard letter-sized Flyer Holders with pros/cons of the features.	
2.2	Provide samples available throughout the term of the contract, descriptions, cost estimates, and pros/cons for each of the materials options. Provide to the City a sample set of the final selection.	
2.3	Provide detailed Cost Estimate tables in Microsoft Excel format by sign type and components for the City's final selection. Table shall also include, for each sign type, cost to install, replace components, and maintenance.	
3.0 Updates, revisions, and additions to specific sections of the Specifications Package of the Wayfinding Plan		
3.1	Create a property entrance sign design for both Parks and Open Space based on the 2015 sign palette and similar to Regulatory/Etiquette/Partner Pole F#. An example of desired content will be provided. Add this design to the Specification Package for future bidding. The original InDesign work, with supporting illustrator files, will be provided to the selected consultants.	
3.2	Update and revise the relevant sections of the Specifications Package Document based on the City's final selections, current pricing information and best practices. Relevant sections of the Specifications Package as found in the 2015 Open Space, Parks & Trails Wayfinding Plan include: ○ Fabrication Specifications Page 2-3 ○ Color, Typography, Materials & Artwork Page 4-8 ○ Map Symbols Page 9-10 ○ Signage Palette Page 11-14 ○ Dimensions Page 15 -17 ○ Sign Mounting Details Page 18 The original InDesign work, with supporting illustrator files, will be	

	provided to the selected consultants.	
4.0 Advice on The City's two models for a phased implementation approach to capture bulk pricing, installation savings, and other cost saving measures.		
4.1	The City's Project Manager will develop two models of a time-phased implementation approach. The Consultant will review the two models developed by the City and provide feedback and recommendations on the advantages/disadvantages of each model, cost-saving measures such as strategic purchasing, outsourced vs. in-house installation, and other factors. The Consultant recommendations will be delivered via a memo, discussed in a reoccurring meeting (1.2), and any updates resulting from discussion will be captured in a revised memo.	
5.0 Serve as Technical Advisor for Fabrication and Installation Bid		
5.1	Develop Project "Scope and Cost Form" for Bidding Fabrication and Installation	
5.2	Review Pre-fabrication Submittals	
5.3	Troubleshooting with Fabrication Consultants	
	BASE COST TOTAL:	
ADD ALTS:		
AA1	Sign proto type using final materials	
AA2	Presentation to City Council including Wayfinding Project overview, cost-savings revisions, and cost analysis. 15 minute Power Point Presentation with time for Q & A.	
ADD ALTS: Additional Consultant Ideas/Innovative Solutions		
AA3		
AA4		
	ADD ALT TOTAL:	
	BASE + ADD ALT TOTAL	

Summary of Goals

To update, revise, and add to the 2015 Open Space, Parks, and Trails Wayfinding Sign Specifications Package while staying true to the original style and concept design. These revisions will result in cost-effective and practical materials and hardware, increased product longevity, current sign standards, and reasonable installation and maintenance. The consultant will serve as a Technical Advisor during the next phases of fabrication and installation in 2021 and 2022.

The draft Scope of Work and Summary of Goals statement outlined in this RFP has been reviewed by the City of Louisville and reflects a plan of approach based on the known goals. The selection process may produce new approaches or modifications to the project work elements. Because of that, the selected firm should be aware that the Final Scope of Work for the project will be produced with input from the selected consultant.

Evaluation Criteria

In order to establish a fair and consistent starting point to evaluate submittals please respond to the evaluation criteria with concise comments. The review team will evaluate and score the submittals using a weighted average based upon;

1. Scope and Cost Form
 - a. The intent is to establish lump sum, not to exceed, pricing as a starting point and basis to move forward. Additional unit costs, problem solving, alternative ideas etc. need to be addressed in the form.
2. Statement of Intent (SOI). Not to exceed two pages, express your interest in the project, specifically addressing;
 - a. Specialized Experience in: wayfinding solutions, sign package design, and sign standards.
 - b. Experience in identifying cost saving measures.
 - c. Design specification analysis / identification of issues: identify constraints and opportunities.
 - d. Serving as an Owner's Technical Advisor in future fabrication and installation phasing.
 - e. Identify how your project goals meet or exceed the City's project goals.
3. Project Approach. Not to exceed two pages.
 - a. Innovative Solutions: discuss project alternatives, and / or opportunities to add value to the project. List cost as 'Add Alternatives' on the Scope and Cost Form.
 - b. On time and Budget: Submit a schedule showing accountability for time, budget and availability. Estimated project completion is no later than November 30, 2021.
4. References
 - a. Provide four (4) examples of similar qualified finished projects.
 - b. Submit three references, with current contact information, for similar projects completed within the last three years.

Terms and Conditions

1. Firms shall familiarize themselves with the 2015 Open Space, Parks, and Trails Wayfinding Plan in order to understand the scope and vision of the project and to evaluate the amount of work necessary to meet the objectives of this proposal. Failure to do so will be at the Firm's risk.
2. Each proposer shall furnish all the information required in the proposal.
3. The Contract/Purchase Order will be awarded to the responsible proposer whose submittal, conforming to the RFP, will be most advantageous to the City of Louisville, price and other factors considered.
4. The City of Louisville reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the City of Louisville to do so.
5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of RFPs without the consent of the City's delegated representative.
6. A signed purchase order or contract furnished to the successful Proposer results in a binding contract without further action by either party.
7. Late or unsigned RFPs will not be accepted or considered. It is the responsibility of Proposers to ensure that the RFP arrives at the City Parks & Recreation building (717 Main Street) no later than the time indicated in the "Request for Proposal."
8. The proposed price shall be exclusive of any Federal or State taxes from which the City of Louisville is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The City's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: RFPs submitted in response to this "Request for Proposal" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the RFP itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposed price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

Submittal Instructions

Review the Evaluation Criteria section above. Submit the following information in the order listed:

1. Form: “Signature Page”
2. Form: “Scope & Cost”
3. Statement of Intent
4. Project Approach
5. Names, roles, and experience of each project team members
6. References

Submittals are due at the Louisville City Parks & Recreation Building at 717 Main Street, Louisville CO 80027 Attn: Ember Brignull for time and date recording on or before **1:00 P.M. mountain time on June 29, 2021.**

Deliver Five (5) bound copies of your submittal and an electronic version on a USB drive, submitted in a sealed envelope, clearly marked as 2021 Open Space, Parks, and Trails Wayfinding- Limited Revisions to Sign Specification Document to the Open Space Division, Attn: Ember Brignull, 717 Main Street, Louisville CO 80027.

All RFPs must be received and time and date recorded by authorized City staff by the above due date and time. Sole responsibility rests with the Proposer to see that their RFP response is received on time at the stated location. Any responses received after due date and time will be returned to the Proposer.

The City of Louisville reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the City, is in the best interest of the City of Louisville. Due to the complexity of work required, selection of a team or firm will not be based solely upon the lowest responsible bid but will also take into account experience gained from work on similar projects and an understanding of the project goals and approach to the project.

Digital copies of the RFP Documents will be available beginning May 25, 2021 on-line through the City of Louisville’s website:

<https://www.louisvilleco.gov/doing-business/bidding-opportunities-requests-for-proposals>

Signature Page

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

Contact Information	Response
Company Name	
Name and Title of Primary Contact Person	
Company Address	
Phone Number	
Email Address	
Company Website if applicable	

By signing below I certify that:

I am authorized to bid on my company's behalf.

No one in the company is currently an employee of the City of Louisville.

Signature of Person Authorized to Bid on Team's Behalf

Date

Note: If you cannot certify the above statements, please explain in the space provided.

**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 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 "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 Exhibit B, 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. The City is constrained by a Colorado statute, C.R.S. § 8-17.5-101, et seq., requiring the City to use the term "illegal alien" in City contracts. In the spirit of the Parties' contractual relationship and the Services to be provided by Consultant under this Agreement, the Parties acknowledge the term "illegal alien" is outdated, brands humans—as opposed to actions—as illegal, and may have an isolating, disorienting, dehumanizing, and denigrating effect on immigrants.

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: _____

Exhibit A – Scope of Services

[See Following Page(s)]

Exhibit B

City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

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

- a. Notify the subcontractor and the City within three days that the Contractor 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 Contractor 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.

Contractor 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. § 8-17.5-102(5).

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

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

By _____

Title: _____

Date