REQUEST FOR QUALIFICATIONS
CITY OF LOUISVILLE, COLORADO
2025 FACILITIES ON-CALL SERVICES

INTRODUCTION

The City of Louisville is inviting Statements of Qualifications from contractors interested, experienced and knowledgeable in providing professional trade services in the following areas:

- Painting
- Electrical
- Roofing
- General Maintenance
- Plumbing

The nature of the work will be on an as-needed basis for work tasks that may be urgent including active support or planned CIP work to supplement the City's in-house Facility resources. The City may award to multiple consultants in each category. Being on the prequalified and on the on-call list does not guarantee any work will be awarded.

The on-call contract will be awarded for a three year period (2025-2028) with an allowable reasonable rate adjustment at the beginning of years 2 and 3 (to be approved by the City). Work will be requested on a task order basis by a City Representative to one of the qualified vendors. A brief description of the work will be provided by City staff and the contractors will coordinate with the City Representative to schedule a time to meet and review the scope of work, if necessary. The contractor will then provide a description of the approach to the task, a schedule for its completion, and an estimated not to exceed cost. The estimated cost is to be based on the pricing (rate sheet) submitted in the Contractors proposal submitted in response to this RFQ.

Additional services, including emergency work, may be required but are not specified in this RFQ. Depending on the scope of the work, the City may either request a quote/proposal, a not to exceed amount, or budget amount based on the rates submitted in response to this RFQ or have the Contractor bill at the hourly rate stated. Although reasonable notice to the contractor is preferred, there may be some occasions that may require immediate action.

The City does not guarantee that any work will be requested and reserves the right to solicit additional bids or quotes for any job as needed.

Minimum Mandatory Qualifications:

- Contractor shall use certified and licensed/skilled staff under the direction of a licensed professional, as appropriate, who has all applicable City and state licenses.
- Have completed a minimum of three projects/contracts of similar scope.
- All work shall comply with City and state regulations and laws as well as all applicable code requirements.
- The selected contractor shall be responsible for all safety training, procedures, and requirements.

NOTICE IS HEREBY GIVEN, proposals should be prepared and submitted using the provided forms which address the needs outlined herein. Proposals will be accepted until 4:00 PM Mountain Daylight Time on **April 4th, 2025.** Late proposals will not be accepted. Proposals (pdf format only) shall be submitted via email to Kevin Frey (KFrey@louisvilleco.gov).

The contractor selection package is available on the City of Louisville's website at https://www.louisvilleco.gov/doing-business/bidding-opportunities-requests-for-proposals

OBJECTIVE

Contractor services will consist of all services necessary to perform installation and repair services as identified in the scope of services. The project must meet Louisville design criteria and standard industry practices.

The City of Louisville anticipates that the compensation format on awarded contracts will be hourly rate plus reimbursable expenses, subject to further review by the City. The selected contractor will be required to execute the attached Professional (or On-Call) Services Agreement with the City. Any modifications to the Agreement shall be requested in writing and will be reviewed by the City Attorney for approval.

The duration of the task orders shall be determined on a case by case basis.

SCOPE:

PAINTING

- **Services**:
  - Interior and exterior painting of walls, ceilings, trim, doors, and other surfaces.
  - Surface preparation, including cleaning, sanding, scraping, patching, and priming.
  - Application of various types of paints, stains, and finishes using brushes, rollers, and sprayers.
  - Color matching and consulting on paint selection and finishes.
  - Cleanup and disposal of all painting-related debris.
- **Requirements**:
  - Knowledge of different paint types and finishes suitable for various surfaces.
  - Proficiency in preparing surfaces to achieve a durable and high-quality finish.
  - Ability to provide all necessary tools, equipment, and materials.
  - Compliance with safety standards and environmental regulations.

ELECTRICAL

- **Services**:
  - Installation, maintenance, and repair of electrical systems, including wiring, outlets, switches, panels, and lighting.
  - Troubleshooting and diagnosing electrical issues and providing effective solutions.
  - Upgrading electrical systems to meet current codes and standards.
  - Installation and maintenance of emergency lighting, backup generators, and surge protection.
  - Ensuring compliance with local electrical codes and regulations.

- **Requirements**:
    - Valid electrical license.
    - In-depth knowledge of electrical systems and components.
    - Ability to read and interpret blueprints and technical diagrams.
    - Provision of all necessary tools, equipment, and materials.
    - Adherence to safety protocols and procedures.

ROOFING

- **Services**:
    - Inspection, maintenance, repair, and replacement of various Residential and Commercial roofing systems, including shingles, metal roofing, and flat roofs.
    - Identification and repair of leaks, damaged shingles, flashing, skylights, and other roofing components.
    - Installation of new roofing systems and removal of old roofing materials.
    - Waterproofing and weatherproofing treatments.
    - Cleanup and disposal of roofing debris.
- **Requirements**:
    - Experience with different roofing materials and installation techniques.
    - Knowledge of local building codes and roofing standards.
    - Ability to work safely at heights and in various weather conditions.
    - Provision of all necessary tools, equipment, and materials.
    - Compliance with safety and environmental regulations.

GENERAL MAINTENANCE

- **Services**:
    - Routine maintenance tasks, including garage door service and installation, automatic gate repair and preventative maintenance, door access system troubleshooting, installation and minor repairs.
    - Inspection and troubleshooting of building systems and equipment.
    - Performing preventive maintenance.
    - Responding to emergency maintenance requests.
- **Requirements**:
    - Broad skill set in various maintenance areas.
    - Ability to diagnose and resolve maintenance issues efficiently.
    - Provision of all necessary tools, equipment, and materials.
    - Compliance with safety standards and building codes.

PLUMBING

- **Services:**

    - Troubleshoot and repair plumbing systems, including pipes, fixtures, drains, water heaters, and pumps.
    - Underground Drain Hydro-Jetting and De-Scaling up to 4” lines
    - Water Heater or Boiler Installation and repair.
    - New Plumbing Systems Installation
    - Major Leak and Water Damage Prevention

- **Requirements:**

    - Must hold a valid plumbing license.
    - Compliance with local, state, and national plumbing codes (e.g., IPC, UPC, or state-specific codes).
    - Knowledge of **blueprints, schematics, and building plans**.
    - Ability to work independently with minimal supervision.
    - Familiarity with modern plumbing technologies and tools.
    - Must be available to respond to emergency plumbing needs.

The City is interested in establishing an ongoing relationship with one or more professional contracting companies to ensure high quality, necessary, timely and cost-efficient on-call installation and repair services. No more than four consultants will be placed on the on-call list for each category. A contractor can be placed on more than one list.

PROPOSAL FORMAT

The Contractor is encouraged to follow the outline and page distribution indicated below. The selection committee will have limited time to review the submittals. If the committee has difficulty finding desired information, the submittal may be considered as non-responsive with a corresponding score. Brevity and clarity in explaining/responding to the information required and explaining your key concepts are encouraged.

The proposal shall 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.

Proposal should contain the following elements:

- Cover or Introductory Letter (one page limit – 8½ x 11 inch paper)
- Check List of Proposed Services (one page)
- Service Section Qualifications (5 page maximum per service)
    a. Statement of Qualification (two (2) page limit – 8½ x 11 inch paper) per service section
    b. Project Team (One (1) page limit – 8½ x 11 inch paper) per service section
    c. The Commendation Section (two (2) page limit – 8½ x 11 inch paper), minimum of two commendations per service section
- Fee Schedule (two (2) page limit – 8½ x 11 inch paper)

Note that the project team and commendation section number of pages can be increase based on the number of services being proposed as determined by the Check List of Proposed Services. For instance, if the proposer submits on “Electrical” and “General Maintenance”, the proposer will be allowed fourteen pages (one page for the introductory letter, one page for the List of Proposed Services, five-page limit for Electrical project team, five page limit for General Maintenance project team, and two pages for the fee schedule, etc.). **Pages in excess of the page limits for each section will be removed from the submittal.**

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 for you.

1. **Cover Letter**

    - 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 a digital signature signed, by a representative of the contracting company fully authorized to submit proposals and sign contracts on the Company's behalf. The letter shall include a statement to that effect.

2. **Statement of Qualification**

    - Present a brief discussion of the firm's size, team's qualifications and experience related to the service section.
    - 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 company's ability to control costs, meet schedules, and provide quality work on the listed projects.

3. **Project Team**

    - Identify your Project Principal, Project Manager and Key Staff
    - Include unique knowledge of team members related to project
    - Include length of time with the firm for each key team member

4. **Commendation Section**

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

5. **Fee Schedule**

    - Provide the Company's current fee schedule.

No Proposal may be withdrawn within a period of sixty (60) days after the proposal deadline.

The City of Louisville 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 electronic copy. 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 RFQ 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 RFQ. Disqualification of proposer does not eliminate this right.

SELECTION CRITERIA

SOQ's will be reviewed by a City appointed selection committee. This committee may request additional information from candidates or request personal interviews with one or more firms. Final evaluation and selections may be based on, but not limited to, any or all of the following:

- Ability of the firm to provide quality and timely products and services.
- Service reliability and consistency of quality.
- Qualifications and experience of the firm and personnel.
- References (with greater value given to positive references on similar tasks as requested by the RFQ).
- Personal interview, if applicable.
- The scope, quantity and delivery of the services are unknown at this time and the number and nature of services may vary greatly based upon future circumstances.

On a project by project basis, the City shall select from those contractors awarded a contract following selection pursuant to this RFQ. The contractor deemed to be most highly qualified to perform the required professional services for selected projects, based upon such factors as the ability of professional personnel, past performance, willingness to meet time and budget requirements, location, and current and projected workloads, shall be selected. The City may request project specific proposals from one or more of the selected Service Providers.

Successful proposer(s) shall be required to enter into a written agreement with the City in a contract provided by the City, similar to the sample contract included with this request. In the event of any conflict between this RFQ and the contract, the terms and conditions of the contract shall control.

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	March 14th, 2025
Second Publication	March 21st, 2025
Inquiry deadline	March 28th, 2025 @ 4:00pm
Final Response to Inquiries	March 31, 2025 @ 4:00pm
Proposals due deadline	April 4th, 2025 @ 10 4:00pm
Begin Services under new contract	June 2025

CONTRACT

A sample copy of the Agreement and exhibits is included with the proposal documents.

INQUIRIES

Prospective submitters may make written inquiries by e-mail before the inquiry deadline concerning this Request for Qualifications. An addendum will be released with any required clarifications or revisions to this request two days after the Inquiry Deadline. Prospective proposers are advised to contact Kevin Frey, prior to the inquiry deadline to ensure they are included in any addendum posting.

Inquires may be emailed to:

Kevin Frey
Facilities Superintendent
Email address: Kfrey@louisvilleco.gov
Phone: 303.335.4766

ATTACHMENTS

REQUEST FOR PROPOSAL
CITY OF LOUISVILLE, COLORADO
GENERAL FACILITIES ON-CALL SERVICES

1. Check List of Proposed Services
2. Pricing Sheet
3. Sample Professional Services Agreement

ATTACHMENT 1

Check List of Proposed Services

Check All That Apply	Proposal Elements	Pages Allowed	Number of Pages in Proposal
Required	Cover or Introductory Letter	1	1
Required	Check List of Proposed Services	1	1
	Painting	5	
	Electrical	5	
	Roofing	5	
	General Maintenance	5	
	Plumbing	5	
Required	Fee Schedule	2	2
	Total Pages	29	

TECHNICAL QUALIFACTIONS PROPOSAL
EVALUATION CRITERIA

Technical qualification proposals will be evaluated on the criteria listed below. The selection committee will review each Company's qualifications to ascertain their understanding of the project and issues to ensure that a proper effort will be devoted to the project.

1. STATEMENT OF QUALIFICATIONS: Exhibited strength of the Company to complete projects based on the information provided in the proposal including Project Manager; QA/QC program, including support project technicians and other professional staff; and location (s) of key personnel. The Contractor shall acknowledge they are capable of meeting the insurance requirements outlined in the Services Agreement. A sample agreement is included in this solicitation.
2. PRIOR PROJECT EXPERIENCE: Contractors should list relevant projects and include a record of past performance. If projects were not on-time and on-budget it should be clearly indicated as to why.
3. OVERALL QUALITY: Contractors will be graded on the clarity and quality of the proposal along with the ability to follow the directions of the RFP including the overall quality, readability and responsiveness of the proposal and adherence to submittal requirements.

Proposals will be evaluated based on the following criteria:

1. Statement of Qualifications:

a. Qualifications of Contractor, Sr. project team and personnel:		30 points
b. Contractors QA/QC program:		10 points
	Subtotal:	**40 points**

2. Prior Project Experience:

a. Experience and performance on similar projects:		30 points
b. Project delivery history for time and budget:		10 points
	Subtotal:	**40 points**

3. Fee Schedule:

	Subtotal:	**10 points**

4. Overall Quality:

	Subtotal:	**10 points**

TOTAL: 100 points

PRICING:

- Detailed pricing structure, including:
    - Hourly rates for regular and emergency services.
    - Flat rates for specific common tasks or projects.
    - Call-out fees and minimum charges, if applicable.
    - Any additional charges (e.g., travel expenses, materials, and equipment costs).

Selection Process:

This RFP is being solicited under a multi-step procurement procedure consisting of two phases generally described below:

Phase 1: All interested consultants must submit a proposal addressing those items in this solicitation. The Selection Committee will evaluate each proposal based on the evaluation criteria outlined in this section to create a short list of consultants to be further evaluated in the next phase. Only those consultants who are placed on the short list will be considered during the second phase. However, the City reserves the right to waive the second phase interview requirements.

Phase 2 (optional): During the second phase all those firms that the City has notified of being placed on the short list for further evaluation will be required to participate in an interview. This interview will be held on-site at the City of Louisville with a conference room to be selected at a later date. The City reserves the right to change locations or to hold the interview portion through a remote access interview, such as a Zoom meeting. If a Zoom meeting is required, it will be up to the Contractor to have the proper technology and presentation approach. The interview could be scheduled as soon as one week after the completion of the evaluations in Phase 1.

The City will select up to (4) four Contractors for each Service Section. A Contractor may be selected for more than one Service Section.

ATTACHMENT 2

PRICING SHEET – City of Louisville On-Call Services

Vendor Name: _____

Vendor Contact Name and Email: _____

Date: _____

Applying for: (check all that apply)

_____ Painting _____ Electrical _____ Plumbing

_____ General Maintenance _____ Roofing

1. Labor Rates - Year 1 -2025

Service Type	Hourly Rate (Standard Hours)	Hourly Rate (After Hours)	Hourly Rate (Emergency/Weekend)
Painting	$_____/hr	$_____/hr	$_____/hr
2nd Painter	$_____/hr	$_____/hr	$_____/hr
Electrical	$_____/hr	$_____/hr	$_____/hr
2nd Technician	$_____/hr	$_____/hr	$_____/hr
Plumbing	$_____/hr	$_____/hr	$_____/hr
2nd Plumber	$_____/hr	$_____/hr	$_____/hr
General Maintenance	$_____/hr	$_____/hr	$_____/hr
2nd Technician	$_____/hr	$_____/hr	$_____/hr
Roofing	$_____/hr	$_____/hr	$_____/hr
2nd Roofer	$_____/hr	$_____/hr	$_____/hr
Other: [Specify]	$_____/hr	$_____/hr	$_____/hr

Annual Price Adjustment:

Year 2(%) _____ **Year 3 (%)** _____

PRICING SHEET – Pg 2

Materials	**Markup (%)**
Painting Supplies	_____%
Electrical Components	_____%
Plumbing Supplies	_____%
General Maintenance Materials	_____%
Roofing Materials	_____%

4. Additional Fees

Fee Type	**Cost**	**Notes**
Trip/Travel Fee	$_____	For distances greater than ____ miles
Administrative/Overhead Fee	$_____	
Permit Fees	$____0.00_____	Waived for City Projects
Other: [Specify]	$_____	

---

5. Discount and Other Pricing Structures

Discount Type	**Discount Percentage**
Bulk Service Discount (e.g., more than 10 hours)	_____%
Repeat Service/Contractual Discount	_____%
Other: [Specify]	_____%

---

6. Payment Terms

- **Payment Terms** (Net 30, Net 60, etc.): _____
- **Late Payment Fees** (if any): _____

Vendor Signature: _____

Date: _____

EXHIBIT B
SAMPLE AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND _____
FOR FACILITY ON-CALL 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 set forth in Section 3.0 of this Agreement (which services are hereinafter referred to as the "Services").

2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit "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.

DRAFT

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] [on or before _____].

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-

DRAFT

10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

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

10.1. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**

10.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**

10.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

10.4. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.

10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.

10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.

10.7. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

10.8. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

10.9. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

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

14.0 INSPECTION AND AUDIT

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

DRAFT

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

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.

DRAFT

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.

DRAFT

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:_____

DRAFT

Exhibit A – Scope of Services

[See Following Page(s)]

DRAFT