



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

PROPOSALS DUE: MAY 5, 2021 BY 1:00PM

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PROJECT SCHEDULE

Submittals Due 1:00 P.M.	May 5, 2021
Proposal Review by Review Team	May 12, 2021
Notice of Award Issued	May 12, 2021
Insurance Certificates Due	May 13, 2021
Contract Award by City	May 18, 2021
Target Project Completion	July 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 develop cost-saving solutions for the fabrication and installation of 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). The consultant shall provide:

- Sign cost estimates based on cost-saving alternative options for sign materials, with detailed information on savings based on fabrication, installation, and ongoing maintenance. The consultant should identify all areas in which cost savings are possible and provide alternatives to the original materials.
- Updates, revisions, and additions to specific sections of the Specification Package of the Wayfinding Plan while staying true to the original style and concept design.
- Two (2) models for a phased implementation approach.
- Technical Advice in support of bidding fabrication & installation and review of pre-fabrication submittals.

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. 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 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

Scope of Work

The City of Louisville is requesting proposals from qualified consultants to provide cost-saving solutions for the fabrication and installation of the sign design package which was approved in the City of Louisville 2015 Open Space, Parks, and Trails Wayfinding Plan.

- A. The Consultant will develop plans and a presentation for alternative options for cost-effective materials, with detailed information on savings based on fabrication, installation, ongoing maintenance. The consultant shall provide samples, cost estimates, and recommendations as part of the project. Each proposed option will include details such as, but not limited to, sign materials, finishes, hardware, posts, bases, collars, and brackets.
- B. The Consultant will develop a design and design details for park and open space entrance signs based on the approved sign pallet and package. A mock-up example will be provided if selected as an Add Alt.
- C. The Consultant will provide three different options each for flyer holders and dog bag dispensers with alternative materials, pros/cons, and pricing.
- D. The City will review and select the best option for the cost effective materials, entrance sign design for parks and open space, flyer holder, and the dog bag dispenser. The best option will have cost-effective materials, fabrication design specifications with standards that are modular, durable, and expandable to support future wayfinding signage requirements. Durability factors include anti-vandalism features, UV degradation, extreme temperature variance, abrasion, weather proofing, impact, and bending. These standards will also ensure ease of maintenance, replacement, and re-ordering.
- E. The Consultant will provide updates, revisions, and additions to specific sections of the Specification Package of the Wayfinding Plan based on the selected option. These

revisions will establish standards for future bid specifications for wayfinding system signage fabrication and installation.

- F. The Consultant will collaborate with the City’s Project Manager to develop two models of a time-phased implementation approach with supporting documentation based on cost effectiveness and installation options. 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 out dated signs, and other factors.
- G. The Consultant will develop a template for a “Project Scope & Bid Form” and provide technical advice in support of bidding fabrication or installation and review of pre-fabrication submittals. The next phase, fabrication and installation, is planned for 2021-22.

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 design elements, 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:

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 detailed project schedule detailing the critical path, milestones, meetings, and deliverables.	
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.	
1.3	Prepare presentation materials and present to the Open Space Advisory Board (OSAB) with final material selection (2.0) and two implementation models (4.0). Packet materials will include an overview memo, PowerPoint Presentation and revised Specifications Package. Packet materials will be due nine days before the meeting. OSAB meetings occur the second Wednesday of each month. A minimum of one meeting with OSAB will be required.	
1.4	Prepare presentation materials and present to the City Council with 2.0 final material selection (2.0) and two implementation models (4.0). Packet materials will include an overview memo, PowerPoint Presentation and Specification Package. Packet materials will be due nine days before the meeting.	
2.0 Alternative 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 3 design options for Dog Bag Dispensers and 3 design options for standard letter sized Flyer Holders with pros/cons.	
2.2	Provide samples available throughout the term of the contract,	

	descriptions, cost estimates, and pros/cons for alternative materials. 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 maintain.	
3.0 Updates, revisions, and additions to specific sections of the Specifications Package of the Wayfinding Plan		
3.1	Create a property entrance sign for both Parks and Open Space based on the sign palette (similar to Regulatory/Etiquette/Partner Pole F# in the existing plan). A design mockup will be provided.	
3.2	Update and revise the relevant sections of the Specifications Package Document based on the City's final selection, current pricing information and best practices.	
4.0 Two models for a phased implementation approach to capture bulk pricing, installation savings, and other cost saving measures.		
4.1	Presentation and PowerPoint document for staff with details for the two models with separate timelines, costs, and pros/cons including Cost Estimate tables in Microsoft Excel format for each model. Cost Estimate to include removal of existing out dated signs.	
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	

ADD ALTS: Additional Consultant Ideas/Innovative Solutions		
AA2		
AA3		
	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 three 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 July 30, 2021.
- 4. References
 - a. Provide examples of similar qualified finish 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 Hall (749 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 May 5, 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 April 21 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.

_____	_____
Person Authorized to Bid on Team's Behalf	Signature of Date

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

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND _____
FOR CONSULTING SERVICES**

1.0 PARTIES

The parties to this Agreement are the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and _____, a _____, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

The City desires to engage the Consultant for the purpose of providing _____ services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).

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

3.0 SCOPE OF SERVICES

The Consultant 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 “B” and incorporated herein by reference.

4.0 COMPENSATION

The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit “C” attached hereto and incorporated herein by this reference. [Further revise as needed to reflect whether contract is hourly or flat amount]. The City shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the City Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefore 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.

The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for pre-approved, reimbursable 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 Consultant 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

The City designates _____ as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by _____ and such person's designees.

The Consultant designates _____ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. [The Services shall not be provided by persons other than _____.] [or] [Should any of the representatives be replaced, particularly _____, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.]

6.0 TERM

The term of this Agreement shall be _____, 200__ to _____, 200__, unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the City and shall progress so that the Services are completed in a timely fashion consistent with the City's requirements.

7.0 INSURANCE

The Consultant 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 Consultant 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 ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$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 ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per person in any one occurrence and SIX HUNDRED THOUSAND DOLLARS (\$600,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests' provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this contract.
- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability 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 Consultant. Such policies, with the exception of Workers Compensation and Professional Liability, shall contain a severability of interests' provision. The Consultant 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 Consultant 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 Consultant 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 the contract, 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 Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant 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 (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 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 Consultant 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 Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant 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 Consultant. 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 Consultant'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

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the City as to end results of the work only. **As an independent contractor, Consultant 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 other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

11.0 ASSIGNMENT

Consultant 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

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.

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 Consultant 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 Consultant 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 Consultant 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. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

15.0 ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Boulder County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Consultant 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 A, 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 Consultant’s Pre-Contract Certification which Consultant has executed and delivered to the City prior to Consultant’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.

18.0 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 facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Consultant:

Any such notice or other communication 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; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

19.0 EQUAL OPPORTUNITY EMPLOYER

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. 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. Consultant 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.

Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 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.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the City.

CITY OF LOUISVILLE, a Colorado Municipal Corporation By: _____ Ashley Stoltzmann, Mayor Attest: _____ Meredyth Muth, City Clerk Date	CONSULTANT: _____ By: _____ Signature Date _____ Printed Name Title: _____
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Exhibit A

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

Exhibit B – Scope of Services

[Insert Scope of Service(s)]

EXHIBIT C

{Insert Consultant Service Pricing}