

**SUBJECT: AWARD MASTER SERVICE AGREEMENT CONTRACTS FOR
ENGINEERING ON-CALL SERVICES**

DATE: JUNE 3, 2025

PRESENTED BY: KURT KOWAR, PUBLIC WORKS DEPARTMENT

SUMMARY:

Staff is recommending City Council authorize staff to award master service agreement contracts to multiple firms to provide “on-call” engineering services to support Public Works staff on various projects. The master service agreements are zero-dollar contracts that establish the contractual terms for future work. Master service agreements will be in place through December 31, 2026. Staff also recommends City Council authorize staff to re-new these contracts on a yearly basis until December 31, 2028 with reasonable rate adjustments.

BACKGROUND/PRIOR DISCUSSIONS:

Public Works is often required to supplement staff to complete various projects throughout the City. Additionally, unforeseen issues arise with City infrastructure that require quick solutions and quick response. By pre-selecting qualified consultants, Public Works is better positioned to complete unplanned projects and supplement staffing shortfalls when issues arise.

ANALYSIS:

The City issued a Request for Qualifications (RFQ) in December 2024 to solicit proposals for on-call engineering services. Proposers were able to submit qualifications and general rate sheets in one or more of six categories:

1. Process and Utilities.
2. Drainage and Stormwater Management.
3. Roads, Pavement, and Transportation.
4. Drafting and Survey support.
5. Construction Management.
6. Structural services.

A total of 31 proposals were received. Several proposers submitted in multiple categories. Qualification packages were reviewed by the selection committee for qualifications (40% of score), previous experience (40% of score), billing rates (10% of score), and overall proposal quality (10% of score). The selection committee, comprised of individuals from the Utilities, Engineering, and Facilities groups in Public Works, selected 3 firms in each category. By limiting the pool to three firms, the City ensures a balanced representation of expertise across the entire category. Some firms offer unique specialty services that are critical for certain projects but may not be a focus for others. This allows the City to match specific project needs with the most qualified firm

for the task. The three-firm approach also helps avoid an unbalanced selection where some categories may have many qualifying firms while others have very few. A total of 12 firms were selected for on-call services, with some firms being selected in multiple categories. The consultants proposed for award are shown below for each category. The number in parentheses indicates how many consultants submitted in each specific category:

Process and Utilities (10)	Drainage and Stormwater Management (21)	Roads, Pavement, and Transportation (18)	Drafting & Survey Support (10)	Construction Management (20)	Structural (14)
JVA, Inc	FHU	Fehr & Peers	Olsson	JVA, Inc	FHU
Carollo	Merrick	FHU	Kimley Horn	Otak	Otak
RG Associates	JUB	Olsson	JR Engineering	FHU	Stanley Consultants

The selection committee scored qualification packages in each category individually. Scores and rankings for each category are included in Attachment 13.

Any future work with an on-call consultant will require the issuance of a task order from Public Works. Task orders will follow purchasing policy requirements and will still require approvals from City Staff and/or City Council as outlined in the City's purchasing policy. However, a competitive bid process will not be required as on-call consultants have been pre-selected through this RFQ process. This allows staff to quickly get assistance from one of the designated on-call firms without having to go through a timely procurement process.

2025 COUNCIL WORK PLAN:

The recommended contract supports the City's goal of providing safe, well-maintained infrastructure.

FISCAL IMPACT:

There is currently no fiscal impact for the On-call services agreements. These are \$0 contracts that will establish contractual terms for any future task orders. Future task orders will require City Staff, City Manager and/or City Council approval based on the City's purchasing policies and proposed task order amounts. Future task orders will be assigned to various accounts depending on what the scope of work is for each individual task order.

ALTERNATIVES:

Do not authorize staff to award master service agreement contracts, and direct staff to perform a competitive bid process for unplanned projects and supplemental staff services as needed. This will delay the projects and addition of supplemental staff services.

RECOMMENDATION:

Staff recommends that City Council authorize staff to award master service agreement contracts, effective through 2026, to the twelve (12) consultants identified in this Council Communication to establish contractual terms for potential future “on-call” engineering services to support Public Works staff on various projects and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City. Staff also recommends City Council authorize staff to re-new these contracts on a yearly basis until December 31, 2028 with reasonable rate adjustments.

ATTACHMENT(S):

1. Master Service Agreement contract – JVA
2. Master Service Agreement contract – Carollo Engineers
3. Master Service Agreement contract – RG Associates
4. Master Service Agreement contract – FHU
5. Master Service Agreement contract – Merrick
6. Master Service Agreement contract – JUB
7. Master Service Agreement contract – Fehr & Peers
8. Master Service Agreement contract – Olsson
9. Master Service Agreement contract – Kimley Horn
10. Master Service Agreement contract – JR Engineering
11. Master Service Agreement contract – Otak
12. Master Service Agreement contract – Stanley Consultants
13. Scores and Rankings

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND JVA, INC.
FOR ON-CALL ENGINEERING SERVICES**

1.0 PARTIES

This Agreement is entered into this ____ day of 20__ (“**Effective Date**”), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the “**City**”), and **JVA, Inc.**, a Colorado corporation (the “**Consultant**”).

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Consultant for the purpose of providing on-call engineering services (the “**Services**”).
- 2.3 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

- 3.1 The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a “Task Order”). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City’s Purchasing Policies.
- 3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The Consultant 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 under each Task Order.
- 3.3 The Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other Consultants to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.
- 3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Consultant to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Consultant and City representatives. The City shall have no obligation to pay the Consultant

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

- 3.5 The Consultant shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

- 4.1 For each Task Order approved by the City, the City shall pay the Consultant for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **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 Task Order, 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 Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees.
- 4.2 The Consultant 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 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.
- 4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City's representative and designees.
- 5.2 The Consultant designates **Rob Anderson and Josh McGibbon** as its project manager and as the principal in charge who shall be providing the Services under

this Agreement. Should any of Consultant's representatives be replaced, 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

- 6.1 The term of this Agreement shall be from the Effective Date to December 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.
- 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 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 THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) 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. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each officer or 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 TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Consultant'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 Consultant. Such policies 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 thirty (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 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 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 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 and subject to the limitations in C.R.S. § 13-50.5-102, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against liability, 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the City to have been 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 itself against any such liability. The Consultant shall further bear other costs and expenses incurred by the City or Consultant and related to any such liability, including but not limited to court costs, expert witness fees and reasonable attorneys' fees if the court determines that these incurred costs and expenses are to the extent caused by the negligent acts, errors, and omissions or other fault of the Consultant. The City shall be entitled to its costs and attorney 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the City to have been 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 standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

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

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

- 10.3. Consultant 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. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Consultant 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 Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant 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

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

- 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 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 and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City. Consultant 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 District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

- 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 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.
- 17.3 It is assumed that the Consultant is familiar with all applicable laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Consultant shall in any way serve to modify the provisions of the Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by 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:

JVA, Inc.
1319 Spruce Street

Boulder, CO 80302
Telephone: (303) 444-1951

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.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Consultant 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. 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.

20.2 Consultant 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 Consultant, 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 Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant 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 on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

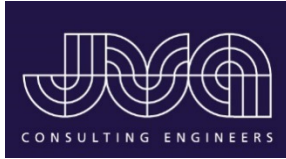
By: _____
Christopher M. Leh, Mayor

Attest: _____
Genny Kline, Interim City Clerk

CONSULTANT:
JVA, Inc.

By:  _____
Title: Vice President _____

Exhibit A
Hourly Rates for Services



Environmental Department 2025 Hourly Billing Rate Schedule

POSITION	RATE
Principal	\$216 – \$264
Expert Witness	\$264 – \$352
Senior Project Manager	\$208 – \$216
Project Manager	\$168 – \$184
Senior Engineer	\$180 – \$184
Electrical Senior Project Engineer	\$200 – \$208
Construction Services Manager	\$172 – \$180
Senior Project Engineer	\$152 – \$156
Electrical Project Engineer	\$156 – \$160
Project Engineer	\$144 – \$148
Design Engineer	\$132 – \$136
Senior Designer	\$160 – \$168
CAD Designer	\$136 – \$140
Administrative Support	\$116 – \$136

Auto travel shall be reimbursed at a rate set by the IRS. Costs for express delivery, airfare, car rental, meals, lodging, printing, copying, and shipping shall be reimbursed at 1.1 times direct cost.

Exhibit B
Task Order Template



Task Order No. _____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager: _____

Date: _____

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND CAROLLO ENGINEERS, INC.
FOR ON-CALL ENGINEERING SERVICES**

1.0 PARTIES

This Agreement is entered into this ____ day of 20__ (“**Effective Date**”), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the “**City**”), and **Carollo Engineers, Inc.**, a Delaware corporation (the “**Contractor**”).

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the “**Services**”).
- 2.3 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

- 3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a “Task Order”). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City’s Purchasing Policies.
- 3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The 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 under each Task Order.
- 3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.
- 3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

- 3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

- 4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **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 Task Order, 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.
- 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.
- 4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City's representative and designees.

Mary Beth

- 5.2 The Contractor designates Sullivan as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 December 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.
- 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 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 THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in

any one occurrence and ONE MILLION DOLLARS (\$1,000,000) 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 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.

- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 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 except Workers' Compensation and Professional Liability 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 thirty (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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the negligent act, omission, or errors 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the act, omission, or other fault of the City. Notwithstanding the foregoing, in the event the subject action alleges negligence on the part of the Contractor and/ or the City, or any third party not under contract with the Contractor, the Contractor's obligations regarding the City's defense under this section include only the reimbursement of the City's reasonable defense costs incurred to the extent of the Contractor's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution.

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, under the same or similar circumstances in the Denver metropolitan area.

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.

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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

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 Contractor acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Contractor agrees to abide by the gift restrictions of the City's Code of Ethics.

17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by 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 Contractor:

Carollo Engineers
11030 Circle Point Rd, Ste 400
Westminster, CO 80020

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.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.
- 20.2 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 on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:

By: _____
Title: _____

Exhibit A
Hourly Rates for Services

Fee Schedule

City of Louisville 2025 ENGINEERING On-Call Services

Billing Classification	Hourly Rate
Engineers/Scientists	
Staff Professional	\$145.00
Assistant Professional	\$170.00
Professional	\$210.00
Lead Professional	\$235.00
Senior Professional	\$265.00
Supervising Professional	\$295.00
Technicians	
Technician	\$160.00
Senior Technician	\$190.00
Construction Management	
Inspector	\$180.00
Field Professional	\$220.00
Support Staff	
Administrative Assistant	\$130.00
Project Administrator	\$180.00
Project Equipment Communication Expense (PECE) Per Direct Labor Hour	\$16.00
Other Direct Expenses	
Travel and Subsistence	Cost
Mileage	\$0.70 per mile
Subconsultant	Cost + 7.5%
Other Direct Cost	Cost

This fee schedule is subject to annual revisions due to labor adjustments up to 4% per year.

Exhibit B
Task Order Template



Task Order No. _____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager:_____

Date:_____

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND RG & ASSOCIATES, LLC
FOR ON-CALL ENGINEERING SERVICES**

1.0 PARTIES

This Agreement is entered into this ____ day of _____, 20__ (“**Effective Date**”), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the “**City**”), and **RG & Associates, LLC** a Colorado company (the “**Contractor**”).

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the “**Services**”).
- 2.3 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

- 3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a “Task Order”). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City’s Purchasing Policies.
- 3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The 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 under each Task Order.
- 3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.
- 3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

- 3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

- 4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **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 Task Order, 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.
- 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.
- 4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City's representative and designees.

- 5.2 The Contractor designates Ricardo Gonçalves as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 December 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.
- 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 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 THREE

HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) 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 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.

- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 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 thirty (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.

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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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the act, omission, or other fault of the City.

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- 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.
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- 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.

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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.

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- 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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

- 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 Contractor acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Contractor agrees to abide by the gift restrictions of the City's Code of Ethics.
- 17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by 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 Contractor:

RG and Associates, LLC
Ricardo Gonçalves, PE
4885 Ward Rd., Suite 100
Wheat Ridge, CO 80033
Telephone: 303 293 8107

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.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.
- 20.2 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 on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:

RG and Associates, LLC

By: 
Title: President

Exhibit A Hourly Rates for Services



4885 Ward Road, Suite 100 • Wheat Ridge, Colorado • 80033
303-293-8107 • www.rgengineers.com

FEE SCHEDULE

RATE SCHEDULE FOR PROFESSIONAL SERVICES

<u>LABOR CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
Principal	\$160.00
Senior Project Manager	\$145.00
Project Manager	\$135.00
Senior Project Engineer	\$120.00
Project Engineer	\$115.00
Senior Design Engineer	\$105.00
Design Engineer	\$95.00
Planning Manager	\$125.00
Planning Project Manager	\$115.00
Senior CADD Technician	\$105.00
CADD Technician	\$90.00
Office Administrator	\$70.00
Word Processor	\$60.00
Certified Operator	\$130.00
Senior Construction Manager	\$130.00
Construction Manager	\$120.00
Senior Construction Observer	\$110.00
Construction Observer	\$100.00
Administrative Assistant	\$65.00
<u>DIRECT EXPENSES</u>	
Prints/Copies	At Cost
Mileage	Current IRS Rate
Travel Time	At Cost
Sub-Consultants	Cost + 10%

Exhibit B
Task Order Template



Task Order No. _____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager: _____

Date: _____

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND FELSBURG, HOLT & ULLEVIG, INC.
FOR ON-CALL ENGINEERING SERVICES**

1.0 PARTIES

This Agreement is entered into this ____ day of 20__ (“**Effective Date**”), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the “**City**”), and **Felsburg, Holt, & Ullevig, Inc.** a Colorado corporation (the “**Contractor**”).

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the “**Services**”).
- 2.3 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

- 3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a “Task Order”). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City’s Purchasing Policies.
- 3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The 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 under each Task Order.
- 3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.
- 3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

- 3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

- 4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **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 Task Order, 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.
- 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.
- 4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City's representative and designees.

- 5.2 The Contractor designates Katherine Duitsman as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 December 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.
- 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 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 THREE

HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) 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 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.

- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 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 thirty (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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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

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.

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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

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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 Contractor:

Felsburg Holt & Ullevig
Attn: Katherine Duitsman
6400 S. Fiddlers Green Circle Ste. 1500
Greenwood Village, CO 80111
Telephone: (303) 721-1440

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.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.
- 20.2 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.

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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 on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:

Felsburg Holt & Ullevig

By: _____
Title: Principal

Katharine Duitsman

Digitally signed by Katharine Duitsman
DN: C=US, E=katharine.duitsman@fhueg.com,
CN=Katharine Duitsman
Date: 2025.05.07 13:09:32-06'00'

Exhibit A
Hourly Rates for Services

2025 Rate Sheet

The following hourly billing rates apply to all “Time and Materials” contracts.

Staff Rates

Principal III	\$355
Principal II	\$325
Principal I	\$310
Associate	\$305
Sr. Adv. Mobility Engineer/Strategist.....	\$265
Adv. Mobility Engineer/Strategist V.....	\$235
Adv. Mobility Engineer/Strategist IV.....	\$210
Adv. Mobility Analyst/Engineer III.....	\$180
Adv. Mobility Analyst/Engineer II.....	\$145
Adv. Mobility Analyst/Engineer I.....	\$130
Sr. Trans. Ops. Engineer/Strategist.....	\$265
Trans. Ops. Engineer/Strategist V.....	\$235
Trans. Ops. Engineer/Strategist IV.....	\$210
Trans. Ops. Analyst/Engineer III.....	\$180
Trans. Ops. Analyst/Engineer II.....	\$145
Trans. Ops. Analyst/Engineer I.....	\$130
Sr. Engineer	\$245
Engineer V	\$225
Engineer IV	\$200
Engineer III.....	\$170
Engineer II.....	\$140
Engineer I.....	\$125
Sr. Env. Scientist.....	\$245
Env. Scientist V.....	\$220
Env. Scientist IV.....	\$195
Env. Scientist III.....	\$170
Env. Scientist II.....	\$140
Env. Scientist I.....	\$125
Sr. Trans. Planner.....	\$245
Trans. Planner V.....	\$220
Trans. Planner IV.....	\$195
Trans. Planner III.....	\$170
Trans. Planner II.....	\$140
Trans. Planner I.....	\$125
GIS Manager.....	\$195
GIS Specialist IV.....	\$180
GIS Specialist III.....	\$150
GIS Specialist II.....	\$135
GIS Specialist I.....	\$125
Lead ITS Specialist.....	\$220
CADD Manager/Lead Designer	\$235
Sr. Designer/Project Technician.....	\$210
Designer V/Project Technician V.....	\$195

Designer IV/Project Technician IV.....	\$180
Designer III/Project Technician III.....	\$140
Designer II/Project Technician II.....	\$120
Designer I/Project Technician I.....	\$110
Sr. Construction Technician	\$220
Construction Technician V.....	\$190
Construction Technician IV.....	\$160
Construction Technician III.....	\$135
Construction Technician II.....	\$125
Construction Technician I.....	\$105
Community Engagement Manager	\$170
Community Engagement Specialist.....	\$115
Graphic Design Manager.....	\$185
Graphic Design Specialist V.....	\$180
Graphic Design Specialist IV.....	\$170
Graphic Design Specialist III.....	\$145
Graphic Design Specialist II.....	\$130
Graphic Design Specialist I.....	\$110
Intern II.....	\$95
Intern I.....	\$80
Marketing Manager	\$185
Marketing Specialist.....	\$135
Sr. Administrative Assistant	\$170
Administrative/Accountant.....	\$110

Other Direct Costs

Bond Plots	\$0.31/sq ft
Black and White Prints.....	\$0.12/print
Color Prints	\$0.19/print
Bond Foam Core Mounted	\$1.51/sq ft
Mileage.....	\$0.670/Mile
(or current allowable Federal rate)	
Truck (Construction)	\$50.00/day
Parking.....	Actual Costs
Lodging/Airfare.....	Actual Costs
Courier/Postage.....	Actual Costs
Per Diem.....	Actual Costs
Subconsultants/Vendors.....	Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.

2025 FEE SCHEDULE – DENVER OFFICE

Fees for Professional Services

Classification Title	Regular Rate per hour	Overtime Rate per hour
Officers / Associates		
President / Senior Vice President	\$340.00	
Vice President	\$290.00	
Senior Associate	\$245.00	
Associate	\$220.00	
Engineering / Geology / Hydrology / Environmental		
Senior Professional III	\$190.00	
Senior Professional II	\$175.00	
Senior Professional I	\$150.00	
Professional IV	\$140.00	
Professional III	\$130.00	
Professional II	\$115.00	
Professional I	\$105.00	
Field and Lab Technician		
Senior Technical Services	\$130.00	\$150.00
Technical Services IV	\$120.00	\$140.00
Technical Services III	\$110.00	\$130.00
Technical Services II	\$95.00	\$110.00
Technical Services I	\$85.00	\$100.00
Drafting and Administrative		
Senior Drafter	\$150.00	\$170.00
Drafter (IV, III)	\$130.00	\$150.00
Drafter (II, I)	\$110.00	\$130.00
Office Services (Senior, V)	\$140.00	\$160.00
Office Services (IV, III)	\$110.00	\$130.00
Office Services (II, I)	\$95.00	\$110.00
Special Services		
Senior Consultant	<i>as quoted</i>	
Consultant	<i>as quoted</i>	
Instrumentation Specialist	\$175.00	

Expert Testimony

Hourly rates will be doubled for time spent actually providing expert testimony in court or depositions.

Subconsultants, Subcontractors, and Reimbursable Expenses

Expenses other than salary costs that are directly attributable to our professional services will be invoiced at our cost plus 15%. Examples include, but are not limited to, expenses for subconsultants and subcontractors, out-of-town travel and living, information processing equipment, instrumentation and field equipment rental, special fees and permits, premiums for additional or special insurance where required, telecommunication charges, local mileage and parking, use of rental vehicles, taxi, reproduction, local and out-of-town delivery service, express mail, photographs, laboratory equipment fees, shipping charges, and supplies.

These rates are for services provided for the current fiscal year (FY). At the end of each FY (December 31), rates will be adjusted for the next FY and invoiced accordingly.

Equipment, Sample Storage, and Laboratory Testing

Field Equipment	Rates			
	each	per day	per week	per month
Nuclear Density Gauge		\$40.00		
Vehicle (25 miles or less from S&W office)		\$35.00		
Vehicle (on call basis or over 25 miles from office)		<i>per federal mileage rate</i>		
Sample Jars (4 oz soil)	\$2.50			
Brass Tubes	\$9.00			
Hand Boring Kit		\$60.00		
Large Plastic Bags	\$1.00			
Resistivity Meter		\$85.00		
Generator		\$60.00		
Water Level Indicator		\$35.00	\$60.00	\$180.00
Vibrating Wire Piezometer (VWP) Readout		\$35.00	\$60.00	\$180.00
Submersible Water Level Datalogger		\$70.00	\$175.00	\$525.00
Downhole Barometric Pressure Datalogger		<i>included with Water Level Datalogger Rental</i>		
Single-Channel VWP Datalogger		\$70.00	\$175.00	\$525.00
Inclinometer Probe and Readout		\$115.00	\$450.00	\$1,350.00
Sondex Extensometer Readout		\$55.00	\$210.00	\$650.00
DJI Phantom 4 UAV		\$180.00		
EOS Arrow 100 GPS Unit		\$60.00		
Starlink Satellite Field Internet Access		\$15.00	\$50.00	\$180.00

Sample Storage	Rate per month
<i>(After completion of report for studies or first month for testing)</i>	
Minimum Storage Fee	\$30.00
Each Box or Tube	\$5.00
Each Bag/Bucket Sample	\$10.00

Laboratory Testing	each
Soil, Rock, and Aggregate Testing	
Classification	
Description and Identification of Soils, Visual-Manual Procedure (ASTM D 2488)	\$12.00
Water Content by Oven (ASTM D 2216)	\$12.00
Unit Weight of Extruded Tube Sample (ASTM D 2937)	\$35.00
Atterberg Limits	
Liquid Limit, Plastic Limit, and Plasticity Index (ASTM D 4318)	
One-Point Method	\$120.00
Three-Point Method	\$145.00
Particle-Size Analysis	
Sieve Analysis Only (ASTM D 6913)	\$135.00
Combined Analysis (ASTM D 422) (Hydrometer analysis on material finer than No. 10 Sieve unless otherwise specified)	\$260.00
Soil Material Finer than No. 200 Sieve (ASTM D 1140)	\$70.00
Surcharge for Split Sieve Gradation	\$30.00

Laboratory Testing		each
Soil, Rock, and Aggregate Testing (continued)		
Sieve Analysis Surcharges for Large Particle Sizes		
1.5- to 3-inch maximum size		\$32.00
Greater than 3-inch maximum size	<i>Hourly Technician Rate</i>	
Aggregate Sieve Analysis (ASTM C 136 and C 117)		\$145.00
Aggregate Sieve Analysis – Fines exceeding 15%		\$165.00
Moisture Density Relationship of Soils		
ASTM D 698, Standard Proctor		
Method A & B		\$270.00
Method C		\$295.00
One-Point Check		\$105.00
ASTM D 1557, Modified Proctor		
Method A & B		\$290.00
Method C		\$330.00
One-Point Check		\$110.00
<i>Preparation of cohesive soil samples will be charged at hourly staff rates.</i>		
Miscellaneous Soil Tests		
Specific Gravity and Absorption (coarse aggregate) (ASTM C 127)		\$100.00
Specific Gravity and Absorption (fine aggregate) (ASTM C 128)		\$160.00
Sand Equivalency Value (ASTM D 2419)		\$115.00
One-Dimensional Swell Test (ASTM D 4546)		\$140.00
One-Dimensional Swell Test – Additional Reload Increments (per point)		\$20.00
Sulfate Analysis		\$70.00
pH Test		\$70.00
Chloride Analysis		\$70.00
Resistivity Test (Lab)		\$70.00
Corrosion Suite		\$250.00
R-Value Test		\$550.00
Unconfined Compressive Strength of Rock (peak only)		\$185.00
Unconfined Compressive Strength of Soil (ASTM D 2166)		\$165.00
Point Load Test (per break)		\$60.00

Concrete, Masonry, and Asphalt Testing		each
Concrete		
Compression Test – Cylinder		\$28.00
Core Compression Test		\$105.00
CLSM Cylinder		\$31.00
Masonry		
Mortar Compression Test		\$26.00
Grout Compression Test		\$52.00
CMU Prism Compression Test		\$205.00
Asphalt		
Core Density and Thickness		\$60.00
Asphalt Ignition with Gradation		\$240.00
Asphalt Ignition w/o Gradation		\$125.00
Theoretical Maximum Specific Gravity		\$125.00
Volumetric Testing		\$445.00
Asphalt Core Rig		\$100.00/day
Each Core		\$9.00

Please call for rates for specific projects, nonstandard testing procedures, or for testing not listed above.



STANDARD BILLING RATE SCHEDULE 2025

PERSONNEL CLASSIFICATION		BILLING RATE/ HOUR
100	Director of Survey/Mapping	\$ 180.00
105	Survey Manager	\$175.00
110	Project Surveyor	\$ 160.00
120	Survey Technician	\$ 130.00
130	Survey Crew (2-Man)	\$ 210.00
131	Party Chief	\$ 120.00
132	Instrument Man	\$ 90.00
140	Survey Crew (1-Man)	\$ 175.00
160	Utility Survey Coordinator	\$ 105.00
170	Administrative	\$ 95.00

SCHEDULE OF REIMBURSABLE EXPENSES

EXPENSE OR SERVICE	BILLING RATE
Vehicle Mileage	\$ 0.59/mi
Lodging (At cost)	\$ 160.00 max
Per Diem (At cost)	\$ 75.00 max
Reproduction on Mylar	\$ 25.00/sht
Reproduction Velum	\$ 10.00/sht
Outside Materials/Services/Supplies	Cost + 10%

Exhibit B
Task Order Template



Task Order No. _____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager: _____

Date: _____

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND MERRICK ENGINEERING, INC.
FOR ON-CALL ENGINEERING SERVICES**

1.0 PARTIES

This Agreement is entered into this ____ day of 20__ (“**Effective Date**”), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the “**City**”), and **Merrick & Company**, a Colorado corporation (the “**Contractor**”).

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the “**Services**”).
- 2.3 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

- 3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a “Task Order”). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City’s Purchasing Policies.
- 3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is provided as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The 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 under each Task Order.
- 3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.
- 3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

- 3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

- 4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **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 Task Order, 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.
- 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.
- 4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City's representative and designees.

- 5.2 The Contractor designates Jeffrey Butson as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 December 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.
- 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 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 THREE HUNDRED AND

FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of FIFTY THOUSAND DOLLARS (\$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.

- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 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 thirty (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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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

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.

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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

- 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 Contractor acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Contractor agrees to abide by the gift restrictions of the City's Code of Ethics.
- 17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by 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 Contractor:

Merrick & Company
attn: Jeff Butson
8051 E. Maplewood Ave, Suite 300

Greenwood Village, CO 80111
Telephone: (720) 330-3223
Fax: (303) 751-2581
Email: jeff.butson@merrick.com

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.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.
- 20.2 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 on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Christopher M. Leh, Mayor

Attest: _____
Genny Kline, Interim City Clerk

CONTRACTOR:
MERRICK & COMPANY,
a Colorado corporation

By: Jason Toth 
Title: Business Unit Leader

Exhibit A
Hourly Rates for Services



SCHEDULE OF HOURLY BILLING RATES

Effective January 1, 2025

PROJECT MANAGEMENT

Assistant Project Manager	\$235.00
Project Manager	\$250.00
Senior Project Manager	\$260.00

PROJECT ENGINEERING

Engineer I	\$130.00
Engineer II	\$150.00
Engineer III	\$165.00
Engineer IV	\$180.00
Project Engineer	\$200.00
Senior Project Engineer	\$210.00
Assistant Technical Manager	\$235.00
Technical Manager	\$250.00
Senior Technical Manager	\$265.00
Technical Practice Lead	\$285.00
Sr. Technical Practice Lead	\$310.00

FIELD ENGINEERING

Construction Observer I	\$140.00
Construction Observer II	\$160.00
Construction Observer III	\$180.00
Construction Observer IV	\$200.00
Construction Observer V	\$220.00
Senior Construction Observer	\$245.00
Construction Practice Lead	\$260.00
Sr. Construction Practice Lead	\$290.00

DRAFTING

Designer I	\$110.00
Designer II	\$130.00
Designer III	\$150.00
Designer IV	\$160.00
Designer V	\$180.00
Senior Designer	\$210.00
Design Manager	\$220.00
Design Practice Lead	\$245.00
Senior Design Practice Lead	\$260.00

UTILITY SURVEYING

Survey Project Manager	\$264.00
Principal/PLS Surveyor	\$291.00
Project Controls / Administration	\$121.00
Lead Surveyor	\$149.00
GPS Processor	\$149.00
Party Chief RLS	\$123.00
Party Chief	\$100.00
Instrument/Rod Person	\$73.00
Sr. Professional Land Surveyor	\$238.00
Professional Land Surveyor	\$167.00
Survey Technician	\$128.00
One-person Crew	\$166.00
Two-person Crew	\$249.00
Utility Designations / SUE	\$175.00

LANDSCAPE ARCHITECTURE

Landscape Architect I	\$120.00
Landscape Architect II	\$140.00
Landscape Architect III	\$160.00
Senior Landscape Architect	\$215.00

ADMINISTRATION & PROCESS CONTROLS

Admin I	\$110.00
Admin II	\$130.00
Admin III	\$150.00
Admin IV	\$160.00
Project Coordinator I	\$130.00
Project Coordinator II	\$150.00
Project Coordinator III	\$170.00
Project Coordinator IV	\$190.00



FUNDING SERVICES & GOVERNMENT AFFAIRS

Funding Specialist I	\$130.00
Funding Specialist II	\$150.00
Funding Specialist III	\$170.00
Funding Manager	\$190.00
Sr. Funding Services Lead	\$200.00

OTHER

Subconsultant (<i>see subconsultant fee schedules in the attached appendix</i>)	Cost + 10%
Courier	Cost + 10%
Expert Witness Court Appearance	\$3,250.00/day
G.P.S. System	\$140/unit/day
Workstations/Specialized Equipment (Minimum Charge \$30.00)	\$60.00/day
Minimum Charge	\$30.00
Personal Vehicle Mileage	Current Allowable IRS Rate
UAS	\$150/day
ATV	\$150/day
NavVis	\$1,200.00/day
GPS/Survey Equipment	\$10.50
Special Software	Cost + 10%
Other Materials or Equipment	Cost + 10%

Above standard rates will be held firm through December 31, 2025.
Client will be notified in writing of any requested changes.



Exhibit B
Task Order Template



Task Order No. _____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager: _____

Date: _____

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND J-U-B ENGINEERS, INC.
FOR ON-CALL ENGINEERING SERVICES**

1.0 PARTIES

This Agreement is entered into this ____ day of 20__ (“**Effective Date**”), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the “**City**”), and **J-U-B Engineers, Inc.** an Idaho corporation (the “**Contractor**”).

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the “**Services**”).

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

3.0 SCOPE OF SERVICES

3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a “Task Order”). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City’s Purchasing Policies.

3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The 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 under each Task Order.

3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.

3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order,

and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

- 3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order, absent any delays outside the Contractor's direct control. Prompt completion of the Services is essential to the City. Final payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

- 4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **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 Task Order, 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.

- 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.

- 4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Cameron Fowlkes 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 the City's representative and designees.

5.2 The Contractor designates Brian A. Smith as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 December 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.

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 selfinsured 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 THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) 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 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.

7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.

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 thirty (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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to the extent they have been 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 made against the Contractor. 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 in proportion to the proven 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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

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.

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. Use or reuse of Contractor's work for any purpose other than intended by this Agreement shall be at City's sole risk.

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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

17.1 Contractor shall be solely responsible to comply with the standard of care in compliance with 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 Contractor acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Contractor agrees to abide by the gift restrictions of the City's Code of Ethics.

17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by 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 Contractor:

J-U-B Engineers, Inc.
2809 E. Harmony Rd. Suite 300
Fort Collins, CO 80528
Telephone: (970) 377-3602

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.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.

20.2 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 on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Christopher M. Leh, Mayor

Attest: _____
Genny Kline, Interim City Clerk

CONTRACTOR:

Dan Tuttle

Digitally signed by Dan Tuttle
DN: C=US,
E=dtuttle@jub.com,
O=J-U-B Engineers,
CN=Dan Tuttle
Date: 2025.05.07
12:43:25-06'00'

By: Dan Tuttle, P.E.

Title: Area Manager

Exhibit A
Hourly Rates for Services

J-U-B ENGINEERS, Inc. ■ 2024 Rate Table

CONFIDENTIAL

Billing Code	Labor Category	Hourly Rate	Billing Code	Labor Category	Hourly Rate
100	Administrative Support	\$55	274	Construction Manager - Senior	\$219
102	Administrative Assistant	\$63	276	Construction Manager - Discipline Lead	\$237
103	Administrative Assistant - Lead	\$75	300	Planning Technician	\$112
104	Administrative Assistant - Senior	\$87	302	Planner	\$155
110	Project Accountant	\$93	304	Planner - Lead	\$174
112	Project Accountant - Lead	\$109	306	Planner - Senior	\$214
114	Project Accountant - Senior	\$123	308	Planner - Discipline Lead	\$231
120	Communication Specialist - 1	\$87	310	Environmental Scientist - Assistant	\$103
121	Communication Specialist - 2	\$97	312	Environmental Scientist	\$148
122	Communication Specialist - 3	\$105	314	Environmental Specialist - Lead	\$175
124	Communication Specialist - Lead	\$119	316	Environmental Specialist - Senior	\$216
126	Communication Specialist - Senior	\$131	318	Environmental Specialist - Discipline Lead	\$228
128	Communication Specialist - Discipline Lead	\$137	320	TLG Assistant	\$103
200	Survey Technician	\$97	322	TLG Practitioner	\$146
202	Survey Technician - Lead	\$129	324	TLG Practitioner - Lead	\$170
204	Survey Technician - Senior	\$154	326	TLG Practitioner - Senior	\$213
210	Assistant Surveyor	\$123	328	TLG Discipline Lead	\$236
212	Assistant Surveyor - Lead	\$141	329	TLG Discipline Lead Senior	\$260
214	Professional Land Surveyor	\$170	330	GIS Technician	\$105
216	PLS - Lead	\$189	332	GIS Analyst	\$128
218	PLS - Senior	\$215	334	GIS Dev. Analyst	\$128
220	PLS - Discipline Lead	\$231	336	GIS Analyst - Senior	\$187
228	Assistant Designer	\$91	338	GIS Dev. Analyst - Senior	\$187
230	CAD Technician - Drafter	\$112	340	GIS Discipline Lead	\$214
232	CAD Technician - Designer	\$136	350	Landscape Designer	\$110
234	CAD Designer - Lead	\$156	352	Landscape Architect	\$146
236	CAD Designer - Senior	\$168	354	Landscape Architect - Lead	\$165
240	Project Designer	\$141	356	Landscape Architect - Senior	\$193
242	Project Designer - Lead	\$163	358	Landscape Architect - Discipline Lead	\$210
244	Project Engineer I	\$181	400	Assistant Project Manager	\$215
245	Project Engineer II	\$198	402	Project Manager	\$220
246	Project Engineer - Lead	\$211	404	Program Manager	\$240
248	Project Engineer - Senior	\$239	406	Program Manager - Lead	\$254
250	Project Engineer - Discipline Lead	\$254	408	Program Manager - Senior	\$269
252	Project Engineer - Discipline Lead - Senior	\$264	410	Principal (Alternative Category, AM/Officer)	\$285
260	Construction Observer	\$134	1) Rates subject to change on a yearly basis. 2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval. 3) A 10 percent markup will be applied to Subconsultant fees.		
262	Construction Observer - Lead	\$149			
264	Construction Observer - Senior	\$173			
270	Construction Management Assistant	\$146			
272	Construction Manager	\$198			

Exhibit B
Task Order Template



Task Order No. _____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager: _____

Date: _____

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND FEHR AND PEERS, INC.
FOR ON-CALL ENGINEERING SERVICES**

1.0 PARTIES

This Agreement is entered into this ____ day of 20__ (“**Effective Date**”), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the “**City**”), and **Fehr & Peers, Inc.** a California corporation (the “**Contractor**”).

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the “**Services**”).
- 2.3 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

- 3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a “Task Order”). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City’s Purchasing Policies.
- 3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The 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 under each Task Order.
- 3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.
- 3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

- 3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

- 4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **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 Task Order, 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.
- 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.
- 4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City's representative and designees.

- 5.2 The Contractor designates Charles Alexander as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 December 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.
- 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 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 THREE

HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) 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 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.

- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 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 thirty (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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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

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.

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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

- 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 Contractor acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Contractor agrees to abide by the gift restrictions of the City's Code of Ethics.
- 17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by 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 Contractor:

Fehr & Peers
Attn: Charles Alexander
410 17th St Ste 1000
Denver, CO 80202
Telephone: (303) 296-4300

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.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.
- 20.2 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 on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:

A handwritten signature in blue ink, appearing to read "Charles D. Alexander".

By: Charles D. Alexander, PE
Title: Principal

Exhibit A
Hourly Rates for Services

FEE SCHEDULE

Fehr & Peers’s 2024-25 hourly billing rate schedule (July 2024 through June 2025) is:

Hourly Billing Rates

Classification	Hourly Rate
Principal	\$280.00 - \$400.00
Senior Associate	\$210.00 - \$325.00
Associate	\$185.00 - \$285.00
Senior Engineer/Planner	\$160.00 - \$235.00
Engineer/Planner	\$130.00 - \$190.00
Senior Engineering Technician	\$150.00 - \$240.00
Senior Project Accountant	\$125.00 - \$190.00
Senior Project Coordinator	\$125.00 - \$185.00
Project Coordinator	\$125.00 - \$175.00
Technician	\$145.00 - \$190.00
Intern	\$100.00 - \$130.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (67 cents per mile as of Jan 2024).*
- *Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of project labor.*

Exhibit B
Task Order Template



Task Order No. _____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager:_____

Date:_____

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND OLSSON, INC.
FOR ON-CALL ENGINEERING SERVICES**

1.0 PARTIES

This Agreement is entered into this ____ day of 20__ (“**Effective Date**”), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the “**City**”), and **Olsson, Inc.** a Nebraska corporation (the “**Contractor**”).

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the “**Services**”).
- 2.3 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

- 3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a “Task Order”). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City’s Purchasing Policies.
- 3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The 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 under each Task Order.
- 3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.
- 3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

- 3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

- 4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **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 Task Order, 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.
- 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.
- 4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City's representative and designees.

- 5.2 The Contractor designates Jessica Burch, PE as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 December 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.
- 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 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.
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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 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 Contractor:

Olsson, Inc.
601 P Street, Suite 200
Lincoln, NE 68508
Telephone: (402) 474-6311

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.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.
- 20.2 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 on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk

OLSSON, INC.
a Nebraska Corporation

By: 
Title:  Jessica Burch
Geography Leader

Exhibit A
Hourly Rates for Services



2025 Colorado Billing Rates

Professional Services ^{1,2,3}			
Sector Leader	\$326	Lead Construction Manager	\$235
Technical Expert	\$292	Senior Construction Manager	\$210
Senior Project Manager	\$290	Project Construction Manager	\$180
Client Relationship Manager	\$305	Construction Manager	\$155
Senior Team Leader	\$288	Associate Construction Manager	\$135
Project Manager	\$254	Assistant Construction Manager	\$115
Client Manager	\$254	Commissioning Manager	\$242
Group Leader	\$262	Commissioning Technical Manager	\$242
Associate Project Manager	\$235	Commissioning Agent	\$215
Lead Engineer	\$260	Commissioning Senior Technician	\$182
Senior Engineer	\$235	Commissioning Associate Technician	\$158
Project Engineer	\$200	Commissioning Assistant Technician	\$138
Engineer	\$172	Building Inspector	\$122
Associate Engineer	\$154	CMT Manager	\$165
Assistant Engineer	\$137	Drilling Manager	\$163
Lead Scientist	\$229	CMT Technical Manager	\$155
Senior Scientist	\$200	Drilling Project Manager	\$155
Project Scientist	\$167	CMT Lab Manager	\$125
Scientist	\$142	CMT Field Manager	\$125
Associate Scientist	\$128	Drilling Field Manager	\$131
Assistant Scientist	\$107	CMT Senior Technician	\$117
Lead Planner	\$228	Senior Driller	\$112
Senior Planner	\$194	CMT Associate Technician	\$ 92
Project Planner	\$157	Associate Driller	\$ 89
Planner	\$145	CMT Assistant Technician	\$ 82
Associate Planner	\$132	Assistant Driller	\$ 79
Assistant Planner	\$115	CMT Standby Time	\$ 92
Lead Landscape Architect	\$232	CMT Earthwork Observation	\$ 92
Senior Landscape Architect	\$202	CMT Asphalt Observation	\$ 92
Project Landscape Architect	\$168	CMT Deep Foundation Observation	\$117
Landscape Architect	\$148	CMT Concrete Observation	\$ 82
Associate Landscape Designer	\$128	CMT Masonry Observation	\$117
Assistant Landscape Designer	\$108	CMT Structural Steel Observation	\$125
Design Manager	\$200	CMT Post-Tension Observation	\$117
Design Technical Manager	\$184	Senior Surveyor	\$174
Design Associate	\$148	Surveyor	\$140
Senior Technician	\$125	Associate Surveyor	\$130
Associate Technician	\$110	Assistant Surveyor	\$ 99
Assistant Technician	\$ 87	UAS Pilot	\$170
Administrative Senior Specialist	\$142	Lidar Crew	\$205
Administrative Coordinator	\$ 87	2-Person Survey Crew	\$210
Administrative Assistant	\$ 74	1-Person Survey Crew	\$145
Student Intern 1	\$ 73	CMT Scheduler	\$ 87
Student Intern 2	\$ 90		

1. Rates are hourly. Labor categories not included in the table will be provided on a Special Labor Rate Schedule.

2. Rates are valid for the 2025 calendar year. Rates will be adjusted in subsequent calendar years to reflect updated labor costs. Labor cost of services authorized in subsequent calendar years will be based on the applicable rate schedule for those years.

3. Subconsultants and direct expenses (including but not limited to airfare, lodging, parking, shipping/postage, telephone/fax, photocopies, and application/permit fees) will be billed at cost plus a 10% markup.



Subcontractor Services				
Geotechnical Drilling Subcontractor	Cost + 10%	Private Utility Locating Subcontractor	Cost + 10%	
Traffic Control Subcontractor	Cost + 10%	Geotechnical Permitting	At Cost	
Equipment & Testing Services				
2" Weighted Disposable Bailer	\$ 15 /day	Specific Gravity	\$ 137 /test	
Anemometer	\$ 60 /day	Direct Shear	\$ 525 /point	
Four Gas Monitor	\$ 35 /day	Hydrometer Analysis	\$ 158 /test	
Five Gas Monitor	\$ 110 /day	Swell, One-Dimensional	\$ 158 /test	
FLIR Camera	\$ 100 /hour	Re-Molded Swell	\$ 184 /test	
Geiger Mueller	\$ 25 /day	Consolidation, Time Rate	\$ 210 /unit	
Hand Auger Kit	\$ 35 /day	Soil Corrosion Suite	\$ 263 /test	
Handheld GPS	\$ 25 /day	Trip Charge	Per Project	
Level, Tripod, and Grade Rod	\$ 50 /day	Electrical Resistivity	\$ 158 /test	
Magnetic Locator	\$ 35 /day	Concrete Temperature Probe	\$ 131 /each	
Oil/Water Interface Probe	\$ 50 /day	Unconfined Compression	\$ 89 /test	
Peristaltic Sampling Pump	\$ 60 /day	Falling Head Permeability	\$ 578 /test	
Submersible Pump	\$ 60 /day	Triaxial (CU), In-Situ	\$ 562 /point	
Photoionization Detector	\$ 100 /day	Re-Molded Triaxial (CU)	\$ 2,048 /point	
Sampling Kit	\$ 30 /day	Triaxial (UU)	\$ 111 /point	
Trimble GPS Handheld Meter	\$ 150 /day	Thermal Resistivity	\$ 1,260 /point	
Water Level Indicator	\$ 35 /day	Compr. Strength of Concrete	\$ 19 /test	
Water Quality Meter	\$ 75 /day	Compr. Strength of Cores	\$ 89 /test	
4 Wheel Drive ATV	\$ 100 /day	Core Lengths	\$ 26 /test	
Trimble GPS	\$ 300 /day	Floor Flatness Equipment	\$ 158 /day	
Trimble Robot	\$ 300 /day	Coring Equipment	\$ 158 /day	
LiDAR Scanner	\$ 900 /day	Compr. Strength of Grout	\$ 42 /test	
Drone	\$ 500 /day	Compr. Strength of Mortar	\$ 42 /test	
Pointerra (1-month)	\$ 100 /each	Compr. Strength of Block	\$ 142 /test	
Pointerra (6-months)	\$ 500 /each	Compr Strength of Block Prism	\$ 173 /test	
Mileage	IRS RATE /mile	LA Abrasion	\$ 263 /test	
Line Drawing Bond	\$ 0.25 /sq. ft.	Core Thickness	\$ 26 /test	
Map Rendering Bond	\$ 1.25 /sq. ft.	Max. Theoretical Specific Gravity	\$ 89 /test	
Full Color Bond	\$ 2.50 /sq. ft.	Bulk Specific Gravity	\$ 68 /test	
Line Drawing Photo	\$ 0.65 /sq. ft.	Asphalt Content & Gradation	\$ 147 /test	
Map Rendering Photo	\$ 1.65 /sq. ft.	Drilling – Straight Auger	\$ 27 /foot	
Full Color Photo	\$ 2.90 /sq. ft.	Drilling – Hollow Stem	\$ 40 /foot	
Lrg. Format Print - Presentation	\$ 5.00 /sq. ft.	Drill Rig Mobilization (<25 miles)	\$ 709 /each	
#200 Wash Analysis	\$ 58 /test	Drill Rig Mobilization (>25 miles)	\$ 709 + \$7 /mile	
Atterberg Limits Tests	\$ 100 /test	Moisture Vapor Emission Test	\$ 68 /each	
Standard Proctor	\$ 168 /test	Electrical Resistivity Gauge	\$ 158 /day	
Modified Proctor	\$ 210 /test	Field CBR Device	\$ 420 /day	
Proctor Checkpoint	\$ 74 /test	Dynamic Cone Penetrometer	\$ 79 /day	
Sieve Analysis	\$ 105 /test	Seismic (24-Channel Unit)	\$ 1,575 /day	
Moisture Only	\$ 16 /test	Sonic Echo Testing	\$ 263 /day	
Density & Moisture	\$ 26 /test	Ultrasonic Testing Machine	\$ 158 /day	
R-Value	\$ 446 /test	Magnetic Particle Machine	\$ 158 /day	
Relative Density	\$ 315 /test	Intumescent Thickness Gauge	\$ 105 /day	
California Bearing Ratio	\$ 263 /point	Specialized Geotechnical Software	\$ 788 /each	
Sulfate Soundness	\$ 263 /test	Testing Equipment	\$ 30 /day	
pH Level	\$ 32 /test	Fireproofing – Cohesion	\$ 26 /test	
Organic Content	\$ 79 /test	Fireproofing - Adhesion/Cohesion	\$ 53 /test	
Unmanned Aircraft System (UAS)	\$ 2,500 /day	Lidar UAS Sensor	\$ 1,575 /day	
		Mobile Lidar	\$ 10,000 /day	

Exhibit B
Task Order Template



Task Order No. _____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager: _____

Date: _____

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND KIMLEY HORN & ASSOCIATES, INC.
FOR ON-CALL ENGINEERING SERVICES**

1.0 PARTIES

This Agreement is entered into this ____ day of 20__ (“**Effective Date**”), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the “**City**”), and **Kimley Horn and Associates, Inc.** a North Carolina corporation (the “**Contractor**”).

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the “**Services**”).
- 2.3 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

- 3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a “Task Order”). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City’s Purchasing Policies.
- 3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template as included as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The 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 under each Task Order as achievable by exercise of Contractor’s customary industry professional standard of care.
- 3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.
- 3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor

and City representatives. The City shall have no obligation to pay the Contractor for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

- 3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Provided, however, times for performance shall be extended for good cause shown if approved in advance by the City Manager in writing. Contractor shall not be deemed in breach or have liability due to delays caused by any factor outside the reasonable control of the Contractor. Delays caused by the Contractor's subcontractors shall be considered within the control of the Contractor, unless delays are caused by a force majeure event including but not limited to natural disasters, adverse weather, epidemics, pandemics, or acts of the City, third parties or governmental agencies. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

- 4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **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 Task Order, 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.
- 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.
- 4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City's representative and designees.
- 5.2 The Contractor designates Joel Price as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 December 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.
- 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 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 THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) 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 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.
- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance and automobile 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 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 thirty (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 to the extent such injury, loss, or damage is determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the act, omission, or other fault of the City and is subject to the limitations in Colorado Revised Statutes Section 13-50.5-102.

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

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.

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, provided City has substantially performed its obligations, including prompt payment of all sums when due to Contractor, under this Agreement. 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, except when disclosure is compelled by law, court, regulatory agency or arbitrator's order, or other form of compulsory legal process. 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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

- 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 Contractor acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Contractor agrees to abide by the gift restrictions of the City's Code of Ethics.
- 17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by 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 Contractor:

Kimley-Horn and Associates, Inc.
380 Interlocken Crescent, Suite 100
Broomfield, CO 80021
Telephone: (720) 722-9682

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.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.
- 20.2 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 on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Christopher M. Leh, Mayor

Attest: _____
Genny Kline, Interim City Clerk

CONTRACTOR:
Kimley-Horn and Associates, Inc.
a North Carolina corporation

By: 
Title: Curtis D. Rowe, Senior Vice President

Exhibit A
Hourly Rates for Services



Kimley-Horn and Associates, Inc. Hourly Rate Schedule

Billing rates per Staff Classification	Standard Consultant Rate
Admin. Asst.	\$110.00
Clerical / Administrative	\$140.00
Designer	\$200.00
Senior Designer	\$230.00
Analyst I	\$160.00
Analyst II	\$175.00
Analyst III	\$195.00
Engineer / Professional	\$225.00
Senior Engineer I / Senior Professional I	\$255.00
Senior Engineer II / Senior Professional II	\$270.00
Senior Engineer III / Senior Professional III	\$290.00
Senior Engineer IV / Senior Professional IV	\$305.00

Effective through December 31, 2025

Subject to annual adjustment thereafter

Exhibit B
Task Order Template



Task Order No. _____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager:_____

Date:_____

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND JR ENGINEERING, LLC
FOR ON-CALL ENGINEERING SERVICES**

1.0 PARTIES

This Agreement is entered into this ____ day of 20__ (“**Effective Date**”), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the “**City**”), and **JR Engineering, LLC** a Colorado company (the “**Contractor**”).

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the “**Services**”).
- 2.3 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

- 3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a “Task Order”). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City’s Purchasing Policies.
- 3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order Template is included as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The 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 under each Task Order.
- 3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.
- 3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

- 3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

- 4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **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 Task Order, 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.
- 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.
- 4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City's representative and designees.

- 5.2 The Contractor designates Jarrod Adams, PLS as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 December 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.
- 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 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 THREE

HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) 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 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.

- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 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 thirty (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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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

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.

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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

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 Contractor acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Contractor agrees to abide by the gift restrictions of the City's Code of Ethics.

17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by 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 Contractor:

JR Engineering, LLC
Attn. Aaron Clutter, PE
7200 South Alton Way, Suite C400
Centennial, Colorado 80112
Telephone: (303) 267-6220
Fax: (303) 721-9019

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.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.
- 20.2 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 on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:

By:  Aaron L. Clutter, PE
Title: President

EXHIBIT A

Professional Office Personnel		Hourly Rate
Clerical		\$90
Design Engineer Designer Surveyor		\$140
Project Engineer Project Designer Project Surveyor		\$155
Project Lead Engineer Project Lead Designer Project Lead Surveyor		\$175
Project Manager Client Manager		\$200
Technical Manager/Director		\$215
Principal		\$250
Expert Witness		\$350
Professional Field Services Personnel		Hourly Rate
Construction Engineer		\$140
Project Construction Engineer		\$155
Project Construction Lead Project Field Survey Lead		\$165
Project Construction Manager Project Field Survey Manager		\$180
Survey Crew (1 Person)		\$140
Survey Crew (2 Person)		\$190
Drone Survey (1 Person)		\$250
SUE Locating Crew (1 Person)		\$165
SUE Locating Crew (2 Person)		\$215
Reimbursable Expenses		
Subconsultants		Cost Plus 10%
Mileage		\$0.70/mile

Effective January 1, 2025

Exhibit B
Task Order Template



Task Order No. _____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager: _____

Date: _____

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND OTAK, INC.
FOR ON-CALL ENGINEERING SERVICES**

1.0 PARTIES

This Agreement is entered into this ____ day of 20__ (“**Effective Date**”), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the “**City**”), and **Otak, Inc.** an Oregon corporation (the “**Contractor**”).

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the “**Services**”).
- 2.3 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

- 3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a “Task Order”). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City’s Purchasing Policies.
- 3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The 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 under each Task Order.
- 3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.
- 3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

- 3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

- 4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **Exhibit A**. Hourly rates may be adjusted annually at the beginning of each calendar year. Proposed hourly rate adjustments require approval of the City Engineer. 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 Task Order, 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.
- 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.
- 4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City's representative and designees.

- 5.2 The Contractor designates Scott Belonger as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 December 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.
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- 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 THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) 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 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.
- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 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 thirty (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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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

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.

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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

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 Contractor acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Contractor agrees to abide by the gift restrictions of the City's Code of Ethics.

17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by 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 Contractor:

Otak, Inc.
Scott Belonger
371 Centennial Parkway, Suite 210
Louisville, CO 80027
Telephone: (303) 444 -073

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.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.
- 20.2 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 on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:

Orak, Inc. _____

By: Nicholas H. VanderHorst

Title: Principal _____

Exhibit A
Hourly Rates for Services



City of Louisville On-Call
2025 Fee Schedule
Effective 01/01/2025 through 12/31/2025

CLASSIFICATION	2025 BILLING RATE
Engineering	
Sr. PIC/ Sr. Project Manager Civil	\$310
PIC /Sr. Project Manager Civil	\$265
Civil Engineer X	\$244
Civil Engineer IX	\$226
Civil Engineer VIII	\$214
Civil Engineer VII	\$194
Civil Engineer VI	\$176
Civil Engineer V	\$168
Civil Engineer IV	\$158
Civil Engineer III	\$143
Civil Engineer II	\$124
Civil Engineer I	\$112
Engineering Designer V	\$142
Engineering Designer IV	\$134
Engineering Designer III	\$125
Engineering Designer II	\$116
Engineering Designer I	\$105
Engineering Technician VII	\$183
Engineering Technician VI	\$157
Engineering Technician V	\$132
Engineering Technician IV	\$123
Engineering Technician III	\$108
Engineering Technician II	\$96
Engineering Technician I	\$79
Construction Management	
PIC/Sr. CM	\$230
Construction Manager VI	\$212
Construction Manager V	\$190
Construction Manager IV	\$170
Construction Manager III	\$160
Construction Manager II	\$150
Construction Manager I	\$196
Field Representative VII	\$183
Field Representative VI	\$166
Field Representative V	\$155
Field Representative IV	\$136
Field Representative III	\$126
Field Representative II	\$114
Field Representative I	\$105
CM Documentation Specialist III	\$148
CM Documentation Specialist II	\$130
CM Documentation Specialist I	\$117



Science	
PIC/Scientists	\$245
Scientist VI	\$212
Scientist V	\$183
Scientist IV	\$157
Scientist III	\$140
Scientist II	\$124
Scientist I	\$93
Environmental Specialists	\$153
Planning & Landscape Architecture	
Sr. PIC / Sr. PM LA/Mst. Planning	\$303
PIC / Sr. PM LA/Mst. Planning	\$255
Landscape Architect VII	\$212
Landscape Architect VI	\$182
Landscape Architect V	\$164
Landscape Architect IV	\$154
Landscape Architect III	\$147
Landscape Architect II	\$138
Landscape Architect I	\$128
Landscape Technician III	\$117
Landscape Technician II	\$107
Landscape Technician I	\$97
Planner VI	\$202
Planner V	\$185
Planner IV	\$175
Planner III	\$157
Planner II	\$144
Planner I	\$120
Planner Associate IV	\$125
Planner Associate III	\$115
Planner Associate II	\$100
Planner Associate I	\$84
Sr. GIS Specialist – Planner	\$140
GIS Specialist – Planner	\$126
Architecture	
Sr. PIC / Sr. PM Architecture	\$330
Architect VII	\$273
Architect VI	\$246
Architect V	\$235
Architect IV	\$181
Architect III	\$155
Architect II	\$141
Architect I	\$126
Technician VI	\$191



Technician V	\$144
Technician IV	\$122
Technician III	\$108
Technician II	\$97
Technician I	\$88
Project Support	
Graphic Specialist	\$132
Project Coordinator III	\$160
Project Coordinator II	\$151
Project Coordinator I	\$130
Administrative/Project Admin. Asst.	\$115

Mileage	Per the IRS Allowable
Copies /Plots for Submittals	Outsourced printing will be charged at cost.

Exhibit B
Task Order Template



Task Order No. _____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager:_____

Date:_____

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND STANLEY CONSULTANTS, INC.
FOR ON-CALL ENGINEERING SERVICES**

1.0 PARTIES

This Agreement is entered into this ____ day of 20__ (“**Effective Date**”), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the “**City**”), and **Stanley Consultants, Inc.** an Iowa corporation (the “**Contractor**”).

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the “**Services**”).
- 2.3 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

- 3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a “Task Order”). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City’s Purchasing Policies.
- 3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The 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 under each Task Order.
- 3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.
- 3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

- 3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

- 4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **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 Task Order, 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.
- 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.
- 4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City's representative and designees.

- 5.2 The Contractor designates Ron Gibson, PE as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 December 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.
- 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 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 THREE

HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) 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 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.

- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 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 thirty (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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the act, omission, or other fault of the City.

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- 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.
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- 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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

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 Contractor acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Contractor agrees to abide by the gift restrictions of the City's Code of Ethics.

17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by 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 Contractor:

Stanley Consultants, Inc.
Attn: Jason Morrison
8000 South Chester Street, Suite 400
Centennial, CO 80112
Telephone: (303) 799-5091

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.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.
- 20.2 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 on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:
 _____

By: Jason Morrison, AICP
Title: Client Services Manager

Exhibit A
Hourly Rates for Services



City of Louisville

2025 Engineering On-Call Services

Stanley Consultants, Inc. - 2025 Fee Schedule	
Billing Title/Labor Category	Hourly Rate
Engineer, Principal III	\$331
Engineer, Principal II	\$307
Engineer, Principal I	\$297
CADD/Design, QA/QC Manager	\$293
Engineer, Senior III	\$290
Planner, Senior	\$279
Engineer, Senior II	\$266
Construction Services Dept. Manager	\$254
Engineer, Senior I	\$227
Engineer III	\$213
Engineer II	\$199
Resident Project Rep, Senior	\$198
Designer/Drafter, Senior	\$193
Engineer I	\$171
Resident Project Rep	\$165
Designer/Drafter	\$160
EIT III	\$149
EIT II	\$130
Construction Inspector, Senior	\$130
Administrative Assistant, Senior	\$124
EIT I	\$117
Construction Inspector	\$116
Administrative Assistant	\$94
Engineering Intern II	\$83
Engineering Intern I	\$72
Reimbursable Expenses	
Mileage Rate/Mile	Current Federal Govt. Rate
Copies, Black & White	\$0.15/each
Copies, Color	\$0.35/each
Bond Prints (Black & White)	\$1.10 per linear foot
Bond Prints (Color)	\$7.75 per linear foot
Deliveries, Local Courier	Actual Cost
Overnight	Actual Cost
Postage (Major Mailings)	Actual Cost
Parking & Tolls	Actual Cost
Rental Equipment	Actual Cost
Subconsultants	Actual Cost

Hourly Rates subject to revision one year after contract execution

Exhibit B
Task Order Template



Task Order No. _____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager:_____

Date:_____

ENGINEERING ON-CALL SCORES AND RANKINGS
JUNE 3, 2025

Process and Utilities

Process & Utility submittals	Reviewer 1 Utilities Score	Reviewer 2 Utilities Score	Average Score	Rank
AE2S	62	69	65.5	9
Carollo	80	93	86.5	2
Conсор	60	82	71.0	7
IMEG	68	67	67.5	8
JVA	99	94	96.5	1
Kimley Horn	58	66	62.0	10
Level Engineering	70	85	77.5	4
Olsson	79	70	74.5	5
RESPEC	56	87	71.5	6
RG Associates	73	87	80.0	3

Drainage and Stormwater Management

Drainage & Stormwater Management submittals	Reviewer 1 Engineering Score	Reviewer 2 Engineering Score	Reviewer 3 Engineering Score	Average Score	Rank
Benesch	78	79	81	79.3	5
CAGE	38	43	56	45.7	21
Carollo	76	74	80	76.7	6
Drexel Barrell	68	70	82	73.3	12
FHU	80	89	81	83.3	1
HKS	74	72	83	76.3	7
ICON	73	72	62	69.0	15
IMEG	70	43	61	58.0	19
JR Engineering	72	62	74	69.3	14
JUB	74	87	83	81.3	3
JVA	81	80	83	81.3	3
Kimley Horn	75	74	74	74.3	8
Level Engineering	78	61	66	68.3	16
Merrick	79	87	83	83.0	2
Olsson	81	82	58	73.7	11
Otak	79	75	69	74.3	8

RESPEC	74	74	69	72.3	13
RG Associates	75	64	61	66.7	17
TAIT	76	62	60	66.0	18
WSB	72	49	50	57.0	20
WWE	73	77	73	74.3	8

NOTE: In the event of a tie, preference was given to the consultant who was not awarded in other categories.

Roads, Pavement, and Transportation

Roads, Pavement, and Transportation submittals	Reviewer 1 Engineering	Reviewer 2 Engineering	Average Score	Rank
Benesch	74	80	77.0	9
CAGE	59	34	46.5	19
Fehr & Peers	89	87	88.0	1
FHU	88	81	84.5	2
HKS	79	70	74.5	12
ICON	71	73	72.0	15
IMEG	70	70	70.0	18
JR Engineering	73	73	73.0	14
JUB	71	71	71.0	16
JVA	82	81	81.5	3
Kimley Horn	85	76	80.5	5
Merrick	78	80	79.0	7
Olsson	80	83	81.5	3
Otak	80	79	79.5	6
RG Associates	74	74	74.0	13
Rocksol	76	76	76.0	10
Stanley Consultants	80	78	79.0	7
TAIT	74	77	75.5	11
WSB	70	72	71.0	16

NOTE: In the event of a tie, preference was given to the consultant who was not awarded in other categories.

Drafting and Survey Support

Drafting and Survey Support submittals	Reviewer 1 Engineering Score	Reviewer 2 Engineering Score	Reviewer 3 Engineering Score	Average Score	Rank
Benesch	37	53	52	47.3	10
HKS	55	82	66	67.7	4
IMEG	58	53	63	58.0	7
JR Engineering	72	68	70	70.0	3
JVA	51	47	70	56.0	8

Kimley Horn	71	74	66	70.3	2
Olsson	80	84	83	82.3	1
RG Associates	65	65	65	65.0	5
TAIT	67	61	64	64.0	6
WSB	57	54	57	56.0	8

Construction Management

Construction Management submittals	Reviewer 1 Engineering Score	Reviewer 2 Engineering Score	Reviewer 3 Utilities Score	Average Score	Rank
ABW	26	16	49	30.3	20
Benesch	83	81	87	83.7	10
Carollo	82	78	88	82.7	11
FHU	89	79	91	86.3	3
Geocal	85	81	89	85.0	5
Icon	70	66	75	70.3	16
IMEG	62	64	57	61.0	19
JR Engineering	83	81	82	82.0	12
JUB	84	87	85	85.3	4
JVA	87	87	94	89.3	1
Level Engineering	85	83	85	84.3	8
Merrick	78	77	80	78.3	14
Olsson	71	72	71	71.3	15
Otak	87	84	89	86.7	2
PSI	67	67	66	66.7	18
RG Associates	82	85	87	84.7	7
Rocksol	85	82	88	85.0	5
TAIT	82	84	87	84.3	8
VIVID	81	78	82	80.3	13
WSB	69	67	70	68.7	17

Structural

Structural submittals	Reviewer 1 Engineering Score	Reviewer 2 Engineering Score	Reviewer 2 Facilities Score	Average Score	Rank
Apex	65	74	73	70.7	11
Benesch	81	73	88	80.7	8
Carollo	78	79	88	81.7	6

FHU	81	82	95	86.0	1
IMEG	73	50	80	67.7	13
Kimley Horn	77	72	96	81.7	6
Level Engineering	78	57	69	68.0	12
Merrick	81	79	90	83.3	4
Olsson	84	75	91	83.3	4
Otak	81	84	92	85.7	2
RESPEC	73	64	87	74.7	10
Rocksol	76	82	82	80.0	9
Stanley Consultants	80	82	90	84.0	3
WSB	72	51	74	65.7	14

