

CITY OF LOUISVILLE



REQUEST FOR PROPOSALS

FOOD & BEVERAGE SERVICE OPERATIONS
Coal Creek Golf Course

Issued: December 12, 2025

REQUEST FOR PROPOSALS FOR Food and Beverage Service Operations at Coal Creek Golf Course

The City of Louisville is accepting proposals from qualified contractors ("contractor") to provide food and beverage services at the Coal Creek Golf Course. Please review the following pages for complete information on the request for proposal process.

Timeline of Activities and Proposal

- Ten (10) hard copies of each proposal shall be submitted, by the submission deadline, to the address below per the RFP and one copy in MS Word or PDF via email to the Parks, Recreation & Open Space Director Adam Blackmore at:
ablackmore@louisvilleco.gov
- The City of Louisville will receive proposals in response to this RFP until **3:00 p.m.**, "our clock" on **Friday, January 16, 2026**. This date is ten (10) calendar days after the optional pre-proposal meeting & tour. Proposals received after that time will not be reviewed. Hard copy proposals must be in a sealed envelope plainly marked with the project name "CCGC Food & Beverage Proposals", and shall be addressed as follows:
City of Louisville
Parks, Recreation & Open Space Department
c/o Adam Blackmore
749 Main Street
Louisville, CO 80027
- An optional pre-proposal meeting & tour of the restaurant facilities and clubhouse will be held on **Tuesday, January 6, 2026 at 1:30 p.m. MST**. It is strongly suggested, but not required, for individuals to attend this tour if they plan to submit a proposal. No additional tours of the concession site will be made available.
- Inquiries regarding this proposal should be submitted via email to the address above no later than **Monday, January 12, 2026 at 3:00pm MST**. A response will be provided to all participants either via email or through BidNet Direct by **Wednesday, January 14, 2026 at 1:00pm MST**
- Interviews, if needed, or applicants selected by the City for interview would be held the week of **January 26, 2026**, with exact dates/time to be determined.

Important Proposal Dates & Timelines

- Request for Proposal posting date (BidNet Direct): Friday, December 12, 2025
- Pre-Bid Meeting & Tour: Tuesday, January 6, 2026 at 1:30 P.M. MST
- Deadline for proposal questions: Monday, January 12, 2026 at 3:00 P.M. MST
- Staff deadline for proposal question answers: Wednesday, January 14, 2026 at 1:00 P.M. MST
- Proposals due ten (10) hard copies and one (1) e-mailed copy and completion of the "Pre-Contract Certification & Disclosure Statement" : Friday, January 16, 2026 at 3:00 P.M. "our clock" MST
- Staff review of submitted proposals: Week of January 19, 2026
- Proposal Interviews (if needed): Week of January 26, 2026
- Anticipated City Council Contract Review/Award: Tuesday, February 17, 2026

REQUEST FOR PROPOSALS FOR Food and Beverage Service Operations at Coal Creek Golf Course

Section 1. Summary of Request

Section 1. Purpose

The City of Louisville is accepting proposals from qualified contractors to provide food and beverage services at Coal Creek Golf Course as defined in the scope of work.

Questions regarding the proposal can be directed to: Adam Blackmore, Parks, Recreation, and Open Space Director at ablackmore@louisvilleco.gov.

Section 2. Project Background

Coal Creek Golf Course (CCGC) originally opened in 1990 and reopened after a major renovation in 2015. The golf course sits within a residential community and hosts approximately 40,000 visits from golfers per year. CCGC has very active men's and women's golf leagues with over 90 planned events and approximately 20 hosted golf outings annually.

This facility includes the restaurant/bar with seating for 128 indoors and 128 outdoors, a 599 square foot commercial kitchen, and on-course beverage cart operations.

Coal Creek Golf Course operations (including green fees, Pro Shop merchandise sales, and rentals) have historically generated an average of approximately \$3,000,000 in annual gross revenues.

Section 3. Scope of Work

The Scope of Work shall include but is not limited to the following:

The City of Louisville Parks, Recreation and Open Space Department is soliciting sealed proposals from qualified restaurant operators for the year-round operation of the food and beverage concessions at Coal Creek Golf Course.

General terms for consideration:

- The intent of the City would be to enter into an initial 3-year agreement, with 2 consecutive 1-year mutual agreed upon extensions based on satisfactory performance by the Concessionaire.
- This agreement would give the Concessionaire exclusive right to provide sales of all food, beverages, and catering services at Coal Creek Golf Course.
- The City will generally furnish equipment, furniture, fixtures, and at least one, and up to two, beverage cart(s). The Concessionaire would be required to operate and maintain cleanliness standards to the City's satisfaction of the provided beverage cart(s) and be required to provide

additional small wares packaging as needed. List(s) of city-owned equipment will be provided prior to final negotiations.

- The Concessionaire, with written permission of the City, may install new or supplemental equipment and remove the same equipment at the end of the contract. Any cost associated with the installation of the Concessionaire's equipment is the sole responsibility of the Concessionaire. The City is under no obligation to purchase any Concessionaire-owned equipment, supplies or inventories at the end of the contract or if the contract is terminated for any reason.
- Weather conditions may occasionally alter operations. Any change to beverage cart or grill hours of operation will need to be approved by the Golf Course General Manager or Head Golf Professional.
- Concessionaire would be required to obtain all permits and licenses required for the business including a Hotel and Restaurant with Optional Premises Liquor License.
- Concessionaire agrees to pay all local, state and federal social security, unemployment insurance, sales, use, personal property, possessory interest and other taxes, assessments and payments in lieu of which may be levied or charged by the State, County, City of Louisville or other tax levying body upon or with respect to Food & Beverage Services at Coal Creek Golf Course.
- The City shall provide the Food & Beverage Concessionaire's gas and/or power for the beverage cart(s), cable/satellite television, electricity, trash/hazardous waste/recycling services, snow removal, local phone service, water, sewer, fire safety and security, and nightly professional custodial services.
- Concessionaire is required to provide their own Point of Sale system.
- Concessionaire shall keep books and records of the business, including an accounting of all revenue and expenses of the concession operations, in accordance with good accounting practice and in such form as is satisfactory to the City and agree to periodic auditing by the City, or via a city approved 3rd party, as requested.
- Concessionaire would be required to procure and maintain minimum insurance coverages as outlined in the attached draft services agreement.
- The City provides maintenance and repairs to the facility(ies). Concessionaire would be responsible for routine maintenance of day-to-day operations, but City will cover the cost of repairs for breaks that are routine in nature and would not be considered user error or the result of negligence. Specifics of this requirement are negotiable during contract discussion.
- The Concessionaire would provide daytime custodial service for the food service areas. The City would provide nightly custodial service for the building. The city provides waste receptacles and dumpster services. The food service operation should be open for business not less than one-half hour before the first available tee time and remain open until at least one-half hour (30 minutes) after sunset during the golf season (April 1 to October 31). Availability and operation of the beverage cart operations should align with the tee sheet and be available during playable hours. Hours of business and staffing levels during the off-season are negotiable and should be included with the Concessionaire's bid submission with no less than some level of service being available during daylight hours when tee times are scheduled required unless otherwise approved in advance by the City.
- The primary objective of the Concessionaire must always be to service the golfing public. All other customer service activities are secondary to the Concessionaire's primary objective. As a public facility, the concession must offer a satisfying experience to the public. The Concessionaire may hold special non-golf events with pre-approval of the City.
- The City understands that menu selection and pricing are a core component of the concessions and the Concessionaire will have the discretion to set the menu and prices. The City reserves the right to occasionally review the menu and pricing and suggest changes.
- Proposers can suggest additional capital improvements and any such improvements will be taken into consideration in the proposal evaluation process. Proposer shall indicate any financial request of

the City to fund such capital improvements. The City reserves the exclusive right to approve, reject or modify any such proposed capital improvements.

- The Concessionaire shall not engage in any advertising outside of the premises without the prior approval of the City.

Section 4. Standard Terms and Conditions

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

- The City may accept the proposal that is, in its judgment, the best and most favorable to the interests of the City and to the public; reject the highest-priced proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposals process.
- This request for proposals is not an offer to contract. The provisions in this RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals. The City of Louisville reserves the right to reject any and all proposals, to consider or suggest alternatives, to waive any informalities and irregularities, and to re-solicit proposals.
- Proposers are expected to familiarize themselves with the details in connection with the proposed operations. Any person, firm, entity, joint venture, or corporation desiring to submit a proposal shall examine this RFP and shall judge for themselves their qualifications and all the circumstances and conditions affecting their proposal. Failure to make such thorough examination shall be grounds to reject the proposal.
- Proposals shall be disqualified if the proposer is in default or past due under any previous or existing agreement with the City, if any unresolved monetary claims by the City exist against the proposer, or if the proposer is unable to show evidence of their financial capabilities to execute the work of this contract.
- The City of Louisville reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City.
- The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.
- The following criteria will be used to evaluate all proposals:
 - The contractor's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Louisville and Coal Creek Golf Course.
 - The reputation, experience, financial soundness, stability, and efficiency of the contractor.
 - The ability of the contractor to provide quality services within time and funding constraints.
 - The general organization of the proposal: Special consideration will be given to submittals which are appropriate, address the goals; and provide in a clear and concise format the entirety of requested information.
 - Compensation to the City.
 - Such other factors as the City determines are relevant to consideration of the best interests of the City.
- Potential causes for proposal rejection and disqualification may include:

- Failure to provide complete information and/or documentation as required.
- Evidence of collusion or fraud.
- Default or termination of other contracts pertinent to proposer's ability and willingness to perform contractual obligations.
- Delinquent federal, state, or local tax obligations.
- Lack of ability to operate as required.
- Omissions or fraudulent statements.
- Breach or violation of terms and conditions of existing agreements, licenses, or permits with the City.
- Not being in good standing with the Secretary of State.

Section 5. Required Submittals and Instructions

- **Contact:** Provide the name, mailing address, and email address of contractor. If an entity, provide the legal name of the entity and the names of the individual(s) who is proposed to provide the services.
- **Experience:** Provide a review of your qualifications and briefly explain how you plan to complete the required tasks. Restaurant and concessions experience including dates of operation(s) and point of contact for reference. This should identify ownership versus employment experience. Golf Course and banquet experience is preferred.
- **Financials:** Financial information for your business that includes balance sheet, income statement, and any other information that may be requested by the City of Louisville. It is requested that these financial statements have verification of authenticity and relevant audit documentation.
- **Menu & Name:** Provide a suggested list of restaurant and banquet menu items to be served, including specifications and anticipated prices. Provide a list of vendors or suppliers that would be used for your operation. The name of the restaurant is at the discretion of selected operator with prior approval by the city. Please provide the anticipated name, or naming options being considered, for the restaurant operations if selected.
- **Hours of Operation:** Provide an overview of proposed hours of operation for the restaurant and beverage cart operations during "peak season" April 1-October 31 and "off-season" November 1-March 31.

Fee Proposal: In consideration for the right to operate the concession site, the City will require monetary compensation equal, at a minimum, to a percentage of Gross Revenue minus sales tax (percentage payment), paid monthly and subject to confirmation by an annual independent CPA audit, and a minimum base fee. Depending on the proposed amount for the percentage payment, the City may consider waiving a minimum base fee (\$0 minimum base fee). Concessionaire to propose the percentage payment and minimum base fee. The Concessionaire will be required to submit a revenue report by the 10th of each month showing Gross Revenues generated minus sales tax and Percentage Payment owed for the preceding month. Percentage Payments will be due by the 20th of each month. The minimum base fee shall be paid in 6 equal payments due April 1st through October 1st.

- **Technology:** At your discretion please provide any relevant technology enhancements that you would bring to Coal Creek Golf Course including call ahead ordering, phone/tablet applications, point of sale promotions, restaurant operation efficiencies, ability to accept credit cards for all purchases made on the beverage cart, etc.
- **Sustainability Practices:** At your discretion please provide any relevant sustainability initiatives or best practices that you would bring to Coal Creek Golf Course food & beverage operations.

- **Banquet and/or Catering Options:** At your discretion please provide any additional or expanded operating expectations such as ability to host banquets and/or provide catering for events of various attendance projections.
- **Implementation Timeline:** At your discretion, please provide an estimated timeline from the notice of contract award to prospective date(s) of the restaurant (either full or partial services) opening.
- **References:** Provide a minimum of three (3) references for your work.
- **List of Other Clients** – Provide a list and information on other clients that you currently or formerly provided professional food and beverage service for in the past five (5) years. Include name and phone number of specific contact within each company, length of time you provided services, and size of operation.
- **Pre-Contract Certification and Disclosure Statement** - Please complete the pre-contract certification and disclosure statement (below) and return with your proposal.
- **City's Standard Independent Contractor Agreement** - The selected concessionaire will be required to enter into an agreement with the City. Please review the City's standard independent contractor agreement below and include in your proposal any proposed modifications to the agreement

Thank you, we look forward to reviewing your proposal.

City of Louisville Public Services Contract Addendum Prohibition Against Employing Workers Without Authorization

Prohibition Against Employing Workers Without Authorization. Contractor shall not knowingly employ or contract with an individual who is unauthorized to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an individual who is unauthorized to perform work under this contract.

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

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

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

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

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

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

The undersigned hereby certifies as follows:

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

Proposer

By

Title

Date

DISCLOSURE STATEMENT

Vendor must disclose any possible conflict of interest with the City of Louisville including, but not limited to, any relationship with any City of Louisville elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of Louisville elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIPS EXIST _____

RELATIONSHIP EXISTS (Please explain relationship)

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Printed or Typed Name

Title

Signature

The selected contractor will be required to enter into an agreement with the City. The City's standard independent contractor agreement is below for reference.

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

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 20__ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and _____, [Name of Contractor] a _____ [State of Formation and Type of Entity], hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing _____ services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit "A" attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Contractor shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Contractor shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are

unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates _____ as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by _____ and such person's designees.
- 5.2 The Contractor designates _____ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly _____, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to _____, 20____, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on [(the Effective Date) or (on another date desired by the City, after the Effective Date)] and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:
- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.

- 7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

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

- 10.1. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSE RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**
- 10.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**
- 10.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Boulder County or the federal district court for the District of Colorado, and in no other court. [If out of state contractor: Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Boulder County and the federal district court for the District of Colorado over it.] Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the City prior to Contractor's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: _____
749 Main Street
Louisville, CO 80027
e-mail: _____

If to the Contractor:

Except for notices by email transmission, any notice required or permitted under this Agreement shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- a) Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

- b) Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:

By: _____

Title: _____