

**\*\*UPDATED REQUEST FOR PROPOSALS \*\***

**FOR  
HISTORIC STRUCTURE RELOCATION AND REHABILITATION**

\*\*The City is updating this RFP to extend the submission deadline to allow for an optional site visit to view the cabins. Please review the “Timeline of Activities and Proposal Format” for the updated deadline and site visit details. Updates to the RFP are in **Bold and Underlined**\*\*

The City of Louisville is accepting proposals from qualified contractors (“Contractor”) to relocate two historic structures currently located at the City Services Building, 739 S 104<sup>th</sup> St., Louisville, CO 80027, to Miners Field Park, 1212 South Street, as well as develop plans for and perform rehabilitation of the structures. Please review the following pages for complete information on the request for proposal process and details.

## Timeline of Activities and Proposal Format

- An optional site visit to view the cabins will be held starting at 2:00 pm and ending at 3:00 pm MST on Wednesday, December 4, 2019 at the City Services Building, 739 S 104<sup>th</sup> St., Louisville, CO 80027. Parties interested in participating in the site visit should contact the planner below by email or phone to confirm their attendance.
- Digital copies of each proposal shall be submitted in PDF to the City Contact Person listed below. Proposals shall be submitted on a flash drive, via email or file transfer.
- The City of Louisville will receive proposals in response to this updated RFP until 4:00 pm MST on Friday, December 13, 2019. Applicants who submit proposals prior to the original deadline of Friday, November 22, 2019 at 4:00 pm MST will be notified of the site visit opportunity and allowed to revise their proposals and resubmit before the December 13, 2019 deadline. Proposals received after the updated deadline will not be reviewed. Proposals submitted on a flash drive must be in a sealed envelope plainly marked with the project name “Miners Cabins Relocation Services”, and shall be addressed as follows:

Felicity Selvoski  
City of Louisville  
749 Main Street  
Louisville CO 80027  
P: 303.335.4594

Or emailed to [fselvoski@louisvilleco.gov](mailto:fselvoski@louisvilleco.gov) with “Miners Cabins Relocation Services” in the Subject line.

- Interviews of applicants selected by City for interview (if necessary) – anticipated the week of January 6, 2020.
- Anticipate final selection by the week of January 13, 2019.
- Contract executed by the City approximately January 30, 2020.

## SECTION 1. SUMMARY OF REQUEST

**PURPOSE:** The City of Louisville is seeking proposals for engineering, design, relocation and construction services to relocate and rehabilitate the historic structures (“Miners Cabins”) currently located at 739 S 104<sup>th</sup> St., Louisville, Colorado. The Cabins were previously moved in 2018 from the Miners Field neighborhood to City Shops while the City determined a permanent home for the structures. The Contractor shall accomplish the following: Provide all necessary expertise, equipment, materials, supervision, labor and incidentals required to prepare and relocate the structures from City Services, Louisville, Colorado and place them on a new foundation to be located at Miners Field, 1212 South St., Louisville, Colorado and perform rehabilitation of the structures. There is also a strong desire in the community for volunteer participation in the rehabilitation of the Cabins. All proposals should include a plan for use of volunteers in the rehabilitation efforts.

The proposed project has been structured in two phases:

1. Phase One: Cabin relocation to Miners Field, including site preparation, Cabin structural stabilization and transportation, and Cabin placement on a foundation. This includes development of civil and building plans meeting City building codes and requirements and submittal and approval of the plans from the City’s Engineering and Building Divisions.
2. Phase Two: Cabin rehabilitation. This includes preparation of design drawings for review and approval by the Historic Preservation Commission and Alteration Certificate for Historic Landmarks, development of civil and building plans meeting City building codes and requirements and submittal and approval of the plans from the City’s Engineering and Building Divisions.

F&D International conducted an assessment of the structures dated May 4, 2017, which is attached to this RFP.

Questions regarding the proposal can be directed to:

Felicity Selvoski City of Louisville 749 Main Street Louisville, CO 80027	303.335.4594 FSelvoski@LouisvilleCO.gov
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## SECTION 2. SCOPE OF WORK

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

- Submit a safety plan prior to the commencement of the Job. The safety plan should detail procedures for accident prevention and show an understanding of all local, state, and federal regulations governing the relocation of the structure.
  - The relocation operations shall be conducted in a manner which will ensure the safety of persons and property and will prevent damage by falling debris or other cause to adjacent buildings, structures or other facilities. The Contractor will take the necessary steps to protect the structure from inclement weather, water, vandalism, and theft. Any

damage caused by the relocation to the structure, to adjacent facilities, to utilities, to streets and roadways, including curbs and gutters, shall be the responsibility of the Contractor.

- Evaluate site conditions at the receiving site (Miners Field) and provide a site plan for grading, drainage, foundation and any other needed site work to accommodate the cabins. Site planning for the cabins will need to be coordinated with the City's Parks, Public Works, and Planning Departments. A site and topographic survey may be required.
- Transport the Cabins to the new site. Transportation shall be in accordance with all applicable federal, state, and local ordinances and regulations.
  - The Contractor will be responsible for developing construction documents and obtaining the necessary permits and making the necessary arrangements with local authorities to transport the Cabins, including escorts and traffic control (as required).
  - Coordinate with utility companies to make necessary arrangements and payment for checking and clearing utility lines and traffic lights as required to move the cabins.
- The Contractor will be responsible for providing shoring and bracing or other support necessary to prevent movement, settlement, or collapse of the Cabins during the move.
  - The Contractor will be responsible for the safety and adequacy of the precautions against movement.
  - The Contractor will be responsible for protecting all surfaces, windows, and doors and other features of the structure from potential damage.
  - The Contractor will repair any damage incurred or alterations made to the building during the relocation/move as required to preserve the integrity of the structure.
- Prepare the Miners Field site to receive the Cabins (to include but not limited to site grading, removal of landscaping, installation of foundations). Anchor/attach the Cabins to the new foundations.
- Coordinate, oversee and conduct rehabilitation construction work on the Cabins as defined by the Secretary of the Interior's Standards for Rehabilitation.
  - This will include developing design plans for the rehabilitation work to be presented to the City's Historic Preservation Commission for approval through the Alteration Certificate process for historic Landmarks.
  - The Contractor will be responsible for developing construction documents and obtaining the necessary permits for the rehabilitation work.
- The City requests the Contractor provide meaningful opportunities for community volunteers to assist in the relocation and rehabilitation work. The Contractor will need to provide a plan for volunteer participation, including how volunteers will be supervised and what elements of the project to which volunteers will be able to contribute.

### **SECTION 3. 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:

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 alternatives, to waive any informalities and irregularities, to abandon the project and this RFP at any time, and to re-solicit proposals.

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:

- RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Louisville.
- The reputation, experience, 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 requested information.
- Other selection factors within this RFP or that City determines are relevant to consideration of the best interests of the City.

All responses to this RFP become the property of the City upon receipt and regardless of selection or rejection, and will not be returned, except that the City may return late responses submitted after the response deadline. Any trade secrets or confidential commercial or financial information submitted with any response is subject to potential disclosure and submitting it against the City in respect to agreement to indemnify the City for any costs, legal fees or expenses incurred in relation to any proceeding concerning disclosure of such information. Any trade secrets or confidential commercial or financial information submitted with a response shall be clearly segregated and marked; provided; however, that neither cost information nor the total RFP will be considered proprietary. The City will notify the vendor of any request for disclosure of information so segregated and marked that may be subject to nondisclosure, and it will be the responsibility of the vendor to object and to pursue any legal actions pursuant to Colorado law. A vendor shall notify the City within 24 hours of notification by City of request for disclosure of the protection under Colorado law.

#### **SECTION 4. SUBMITTAL REQUIREMENTS**

The following information is required for a proposal to be considered complete and to be eligible for the award process. Please respond to all of the following outlined points specifically and clearly.

- A. GENERAL INTRODUCTION: Provide the name, address, and email address of Contractor. If an entity, provide the legal name of the entity and the names of the entity's principal(s) who is

proposed to provide the services. Provide a concise description and experience of yourself, or your firm, and the experience of the Contractor.

- B. PRIOR EXPERIENCE: Provide a review of qualifications and relevant experience for all team members involved. Relevant experience should include details on removing and relocating houses from one site to another site and must provide convincing evidence that the team has sufficient understanding and experience with similar projects to be able to remove and relocate the Improvements. Qualified engineering and architecture professionals with demonstrated historic preservation, restoration, and building relocation and stabilization experience must be demonstrated.
- C. REFERENCES: Provide a list of at least 3 references from clients with similar projects completed by the person/firm(s), giving names, addresses, and phone numbers of clients.
- D. MOVING AND REHABILITATION PLAN: Provide a concise proposed scope of work for moving and rehabilitating the cabins including permitting, mitigation of hazardous materials, staging for move, transportation from City Services Building to Miners Field, new foundation, site restoration, anticipated timeline.
- E. COST PROPOSAL: Provide a detailed and itemized cost proposal for each phase of the project. Such cost proposal should also include a line item for the volunteer portion of the project. Also include hourly rates of each of the consultants that are anticipated to work on the project.
- F. Review the City's standard contract and highlight any concerns.
- G. Provide the completed pre-contract certification and return with your proposal.

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

**1).0 PARTIES**

This AGREEMENT FOR CONSULTING SERVICES (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 “Consultant”.

**2).0 RECITALS AND PURPOSE**

- 2.1 The City desires to engage the Consultant for the purpose of providing building relocation, construction, and rehabilitation services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

**3).0 SCOPE OF SERVICES**

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “B” and incorporated herein by reference.

**4).0 COMPENSATION**

- 4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit “C” attached hereto and incorporated herein by this reference. [Further revise as needed to reflect whether contract is hourly or flat amount]. The City shall 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 Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant 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 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.

## **5).0 PROJECT REPRESENTATION**

- 5.1 The City designates \_\_\_\_\_ as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by \_\_\_\_\_ and such person's designees.
- 5.2 The Consultant designates \_\_\_\_\_ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. [The Services shall not be provided by persons other than \_\_\_\_\_.] [or] [Should any of the representatives be replaced, particularly \_\_\_\_\_, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.]

## **6).0 TERM**

- 6.1 The term of this Agreement shall be from the Effective Date to \_\_\_\_\_, 20\_\_\_\_, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on [(the Effective Date) or (on another date desired by the City, after the Effective Date)] and Consultant 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 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 FOUR HUNDRED THOUSAND DOLLARS (\$400,000) 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. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
  - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate 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 Agreement, 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 Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. [Notwithstanding the foregoing, Consultant's duty to defend, indemnify and hold harmless the City, and its elected and appointed officials and employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the City, of the Consultant's liability or fault.] The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

## **9).0 QUALITY OF WORK**

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

## **10).0 INDEPENDENT CONTRACTOR**

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, worker's 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 worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the 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**

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to 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. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

### **16).0 ENFORCEMENT**

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

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; WORK BY ILLEGAL ALIENS PROHIBITED**

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit A, the “City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant’s Pre-Contract Certification which Consultant has executed and delivered to the City prior to Consultant’s execution of this Agreement.
- 17.3 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.

**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:

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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, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

## **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: \_\_\_\_\_  
Robert P. Muckle, Mayor

Attest: \_\_\_\_\_  
Meredyth Muth, City Clerk

CONSULTANT:  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## **Exhibit A**

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

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

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 Agreement is being performed.

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

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

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

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

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

The undersigned hereby certifies as follows:

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

Proposer:

\_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date

**Exhibit B – Scope of Services**

**[Insert Scope of Service(s)]**