REQUEST FOR PROPOSALS FOR
City of Louisville McCaslin Area Development Study

INTRODUCTION
The City of Louisville is accepting proposals from qualified development consulting firms to create a McCaslin Area Development Study for the City. Please review the following pages for complete information on the request for proposal process.

Overview of timeline and proposal format:

- Four (4) copies of each proposal shall be submitted per the RFP and one PDF on a USB drive.

- The City of Louisville will receive proposals in response to this RFP until 2:00 pm, MST on June 8, 2018. Proposals received after that time will not be reviewed. Proposals must be in a sealed envelope plainly marked with the project name “City of Louisville McCaslin Area Development Study RFP”, and shall be addressed as follows:

  Aaron DeJong, Economic Development
  City of Louisville
  749 Main Street
  Louisville CO 80027

- Voluntary pre-proposal meeting on May 30, 2018 at 1:00 p.m. in the City Council Chambers in Louisville City Hall, 749 Main Street, Louisville.

- Interviews of applicants selected by the City for an interview beginning the week of June 18, 2018.

REQUEST FOR PROPOSALS FOR
McCaslin Area Development Study

Section 1. Overview of Request
The McCaslin Area Development Study is an effort to identify opportunities for the McCaslin commercial area to encourage retail vibrancy, commercial health, and a desirable place for the community to gather. The City’s goals for the Study are to;

- Understand the McCaslin area’s potential for retail and commercial development and supportive uses that could foster new investment and development,
- Review the rules and regulations upon properties in the area that may be limiting its full potential for redevelopment,
- Understand and incorporate the property owner’s, tenant’s and public’s input into development and redevelopment options for the area,
- Evaluate various development scenarios, that focus on retail and commercial uses with possible residential development only as a secondary use, that meet market potential and provide exceptional fiscal benefits for the City by meeting or exceeding past tax revenue performance for the area, and
- Provide recommendations for regulatory changes or other actions that could create more certainty for the development community that encourages redevelopment.

Ensuring a vibrant McCaslin area retail corridor is vital to the long term fiscal health of the City. A thoughtful mix of real estate options that fosters quality long-term tenants and encourages residents and visitors to enjoy the area is necessary for the area to remain viable.

The City is seeking a consultant to assist with the creation of a development study for a subarea of the McCaslin Corridor which makes up properties bounded by McCaslin Boulevard on the west, Cherry Street on the north, Dahlia St. on the east, and Dillon Road on the south (the “Area”). The Area has one notable property at 550 S. McCaslin that has been either vacant or used for non-retail uses since 2010. The property was initially developed as a Louisville Sam’s Club location and closed in January 2010. The community desires the Area to regain its vibrancy and provide lasting contributions to the City’s economic and fiscal health.

The City expects that the consultant team will include expertise in private commercial development, knowledge of market trends, as well as public outreach and facilitation skills. The selected consultant team will be expected to conduct research and analysis, propose policy and public assistance options, conduct input sessions, and prepare graphics to demonstrate issues, opportunities and needs.

City staff, along with the consultant, will help coordinate and facilitate property owner, tenant, and neighborhood engagement efforts, as well as City Council input and involvement. Staff will provide guidance on the development of the outreach plan, and can assist with coordination of engagement efforts if necessary.
The process and final recommendations should take into account the following principles that are of importance to the City of Louisville and Louisville City Council:

- Identify emerging markets and retail trends that will result in market supported development scenarios and that ensure the corridor continues to serve as the City’s primary retail sales tax base.
- Identify and evaluate development restrictions and regulatory and policy barriers to redevelopment and investment in the corridor.
- Ensure sustainable long-term fiscal health of the City and economic development of the McCaslin corridor by ensuring new development has an exceptional fiscal benefit to the City.
- Reflect residents’ desired community character for the corridor in evaluation of development scenarios and study recommendations.

Questions regarding the proposal can be directed to:

<table>
<thead>
<tr>
<th>Aaron DeJong</th>
<th>Rob Zuccaro</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economic Development</td>
<td>Planning and Building Safety</td>
</tr>
<tr>
<td>303-335-4531</td>
<td>OR</td>
</tr>
<tr>
<td><a href="mailto:aarond@louisvilleco.gov">aarond@louisvilleco.gov</a></td>
<td><a href="mailto:rzuccaro@louisvilleco.gov">rzuccaro@louisvilleco.gov</a></td>
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</tbody>
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**Timeline** – The City hopes to complete the study within an approximate 4-6 month period, with work beginning in July of 2018 and final plan completion in early October 2019. The proposals should include a timeline from the initial contract date to completion.

**Budget** – The overall project budget is $50,000. The proposal should include an outline of expected expenditures by function/task. If elements of the proposed scope of work are expected to exceed budget, applicants should include details about scaling the scope of the project to meet the budget, and/or the cost for elements outside the proposed budget.

**Project Area** – The McCaslin Area Development Study will apply to a subarea of the McCaslin Corridor. The area is bounded by McCaslin Boulevard on the west, Cherry Street on the north, Dahlia St. on the east, and Dillon Road on the south (the “Area”).

**Section 2. Scope of Work**

The scope of services should aim to incorporate the functions listed below, and provide a detailed outline of the project process, a project schedule/timeline, a description of project expenditures by task, and which person/firm(s) or City staff would complete each task. The functions below are not displayed in order of priority or suggested process/timeline. A proposed timeline and deliverables are provided below, however the City would like to obtain input from the consultant regarding the appropriateness of the timeline and deliverables as they relate to the process proposed by the consultant.

1) **Identify the Area’s position in the retail, commercial, and residential real estate markets**
a) Perform a Market Study for the Area. It should include:
   i) Review of the trade area and its relative characteristics
   ii) Economic and demographic trends
b) Develop an absorption schedule for various land uses based on market conditions
c) Identify emerging markets and retail trends the area may be ripe for and is appropriate in Louisville

2) Review the rules and regulations upon properties in the area that may be limiting its full potential for redevelopment
   a) Review all zoning, comprehensive plan, small area plan, general development plan, private restrictions, buildings, and development pattern for the Area
   b) Identify the challenging components of the regulatory and guidance documents described above

3) Understand and incorporate the public’s input into desired investment and redevelopment in the Area
   a) Seek input from property owners, tenants, and nearby residents
   b) Utilize input to develop the various development scenarios

4) Evaluate various development scenarios that meet market potential and satisfy positive fiscal benefits for the City
   a) Develop four (4) market-supported development scenarios utilizing the Market Study, public input, and development expertise
   b) Evaluate each development scenario as to their financial viability by developing a pro forma for each scenario. Such pro forma should be influenced by;
      i) Construction cost estimates for each use and type of building on a per square footage basis
      ii) Cost of funds (lender, private capital, other)
      iii) Estimated revenue by land use category
      iv) Absorption schedules for the various land uses
      v) Fiscal impact to City
      vi) Other influences as determined by Contractor

5) Provide recommendations for an overall development strategy for the Area
   a) Develop recommendations for regulatory changes, land use changes or other actions that could encourage greater utilization and/or redevelopment, including site specific recommendations as appropriate
   b) Identify opportunities and/or needs for public participation or partnership to achieve the development recommendation

Section 3. Deliverables
This section includes a conceptual timeline and examples of deliverables that the City would expect throughout the process. The applicant may offer an alternate process and timeline, with associated deliverables, for consideration in its response to this RFP.

1) June 2018: McCaslin Development Study Proposal
   Establish contract, define communication and oversight structure with staff, design stakeholder input strategy, and outline timeline/process for project.
Deliverables: Meet with staff and agree to timeline, process and community engagement strategy. Take to Council for review. Sign contract.

2) July - August 2018: Review plans, gather data, obtain input

Deliverable: Summary of data and analysis from completion of Items 1, 2, and 3 from the Scope of Work. Present findings to City Council.

3) August - September 2018: Prepare development scenarios and assess adequacy of existing system to address current and future needs, and identify gaps.

Deliverable: Report to City Council and city staff on the 4 draft development scenarios to be further analyzed for market viability and city fiscal impact.

4) October 2018: Presentation to City Council of findings, recommendations, and next steps.

Deliverables: Final Report and Presentation to City Council. To include recommendations and opportunities for public participation and/or partnership.

Section 4. Proposal Format

Proposal Content

1. Cover letter
   - Include the project number and project location
   - Include a certification that the information and data submitted are true and complete to the best knowledge of the individual signing the letter. City of Louisville requires an original signature signed in ink, by the individual applicant or representative of the firm fully authorized to submit proposals and sign contracts on the firm’s behalf. The letter shall contain a statement to that effect.
   - Include the name, email address, and telephone number of the individual to contact regarding the proposal.
   - In addition, the City requires signature on the attached pre-contract certification to be submitted with your proposal.

2. Project Team and Scope of Services
   - Identify your project principal or lead, project manager, other key staff and subcontractors or consultants.
   - Provide a brief discussion of the firm’s size, the team’s qualifications, staff duration with the firm and firm’s experience as it relates to the project.
   - Provide a brief description of how your team would complete the required tasks.
   - Provide a scope of work including how the project will be completed and a timeline of completion. If you have alternative recommendations to the proposed process included in this RFP, you may include that as “alternative process” and include it in your scope of work. Please include this as a separate element in your scope of work.
Include the level of involvement and availability of key staff members within existing project workload.

3. Project Qualifications
   - Share a description of any previous, similar work completed within the past five years. Include a name, telephone number and email address of the agencies’ project manager for each project listed, and describe your role with the projects listed. Demonstrate your firm’s ability to control costs, meet schedules and deadlines, and provide quality work based on these past projects.
   - Provide examples of completed similar studies with a description of the process used to develop the documents.
   - Share any unique or special knowledge or experience as it relates to the project.

4. Fee Proposal
   - Provide a breakdown of costs including all insurances, labor and incidentals required to complete the work.
   - If elements of the proposal are expected to exceed budget, provide details about how the project may be scaled or scoped to remain within budget, or the cost estimates for elements outside the proposed budget.

Section 5. Standard Terms and Conditions

A copy of the City’s standard contract is attached. 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, 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.

- All submittals become the property of the City, a matter of public record, and will not be returned. Proprietary information included in the submittals must be clearly identified
and will be protected if possible. The City is not liable for any costs incurred prior to issuance of a legally executed contract and/or purchase order.

Section 6. Evaluation Criteria

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.
- The applicant’s experience with completing similar plans and the public engagement process.
- The reputation, experience, and efficiency of the contractor.
- The ability of the contractor to provide quality services within time and funding constraints. However, cost is not a mandatory evaluation criterion.
- 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.
- Such other factors as the City determines are relevant to consideration of the best interests of the City.

Thank you, we look forward to reviewing your proposal.
Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

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

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

a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

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

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.
Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

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

Proposer: ____________________________

By ____________________________
Title: ____________________________

___________________________
Date
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
STANDARD DRAFT CONTRACT

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

1).0 PARTIES

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

2).0 RECITALS AND PURPOSE

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

b) 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

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

b) The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding...
month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5).0 PROJECT REPRESENTATION

a) 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.

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

6).0 TERM

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

7).0 INSURANCE

a) The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers’ Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS
($2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS ($150,000) per person in any one occurrence and SIX HUNDRED THOUSAND DOLLARS ($600,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Consultant’s owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this contract.

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

7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies, with the exception of Workers Compensation and Professional Liability, shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the City as to end results of the work only. As an independent contractor, Consultant is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.

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

12).0 DEFAULT

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

13).0 TERMINATION

a) 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.

b) 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

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

17).0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2 Exhibit A, the “City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant’s Pre-Contract Certification which Consultant has executed and delivered to the City prior to Consultant’s execution of this Agreement.

18).0 INTEGRATION AND AMENDMENT

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

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:

________________________
________________________
________________________
________________________
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

a) 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.

b) Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

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

CITY OF LOUISVILLE,  
a Colorado Municipal Corporation

By:___________________________  
Robert P. Muckle, Mayor

Attest:_______________________  
Meredyth Muth, City Clerk

CONSULTANT:__________________________

By:__________________________  
Title:__________________________