



City *of*  
Louisville

COLORADO ▪ SINCE 1878

Request for Proposal for:  
**PRAIRIE DOG MANAGEMENT &  
RELOCATION SERVICES**

Prepared By:  
City of Louisville Open Space  
June 2023

## **REQUEST FOR PROPOSALS TO PROVIDE 2023 PRAIRIE DOG MANAGEMENT AND RELOCATION SERVICES ON LOUISVILLE OPEN SPACE**

The City of Louisville is accepting proposals from qualified contractors (“contractor”) to provide live-capture of prairie dogs on select Open Space properties with delivery to relocation site at the U.S. Army Pueblo Chemical Depot, and prairie dog control via the PERC machine. Please review the following pages for complete information on the request for proposal process.

### Timeline of Activities and Proposal Format

- Four (4) copies of each proposal shall be submitted per the RFP and one copy in MS Word or PDF on a USB flash drive.
- The City of Louisville will receive proposals in response to this RFP until 1:00 P.M., on Tuesday, July 11, 2023. Proposals received after that time will not be reviewed. Proposals must be in a sealed envelope plainly marked with the project name “2023 PRAIRIE DOG MANAGEMENT & RELOCATION”, and shall be addressed as follows:

Open Space Division  
Attn: Catherine Jepson  
City of Louisville  
749 Main Street  
Louisville CO 80027

- Digital copies of the Bidding Documents will be available after 5:00 P.M., June 14, 2023 on-line through the City of Louisville’s website at <https://www.louisvilleco.gov/doing-business/bidding-opportunities-requests-for-proposals>.
- Anticipate final selection approximately July 18, 2023.

**REQUEST FOR PROPOSALS TO PROVIDE 2023  
PRAIRIE DOG MANAGEMENT AND RELOCATION SERVICES ON LOUISVILLE OPEN  
SPACE**

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**CONTRACT SCHEDULE**

<b>Mandatory Pre-Submittal Meeting - Zoom Meeting @ 3:00 P.M.</b>	<b>June 28, 2023</b>
<a href="https://zoom.us/j/92618723991?pwd=ZWdJTUIQWjJ5b1hHNFFaSVhBbzRVdzog">https://zoom.us/j/92618723991?pwd=ZWdJTUIQWjJ5b1hHNFFaSVhBbzRVdzog</a>	
<b>Response and Addendums to Pre-Submittal Meeting</b>	<b>July 5, 2023</b>
<b>Submittals Due 1:00 P.M., 749 Main Street, Louisville, CO 80027</b>	<b>July 11, 2023</b>
<b>Bid Opening – Zoom Meeting @ 2:00 PM</b>	<b>July 12, 2023</b>
<a href="https://zoom.us/j/92618723991?pwd=ZWdJTUIQWjJ5b1hHNFFaSVhBbzRVdzog">https://zoom.us/j/92618723991?pwd=ZWdJTUIQWjJ5b1hHNFFaSVhBbzRVdzog</a>	
<b>Proposal Review by Review Team</b>	<b>July 13, 2023</b>
<b>Notice of Award Issued</b>	<b>July 18, 2023</b>
<b>Insurance Certificates Due 1:00 P.M.</b>	<b>July 20, 2023</b>
<b>Contract Award by City</b>	<b>August 10, 2023</b>
<b>Target Project Completion</b>	<b>November 1, 2023</b>

Questions regarding the proposal can be directed to:

Catherine Jepson City of Louisville 749 Main Street Louisville CO 80027	303.335.4742 CatherineJ@LouisvilleCO.gov
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**Section 1. Summary of Request**

**Purpose** – The City of Louisville is accepting proposals from qualified contractors to provide prairie dog live capture via flushing and live trapping on select Open Space properties with delivery to USFWS receiving site in Pueblo, and control via PERC on select areas as defined in the scope of work.

**Background** – The City of Louisville Open Space Division is responsible for the monitoring and management of prairie dogs on City Open Space lands as determined by the 2004 Open Space Master Plan. Population management follows protocols outlined in this plan, which are based on sound ecological principles and the use of the most humane methods possible.

Staff collaborated with the US Fish and Wildlife Service (USFWS) and Colorado Parks and Wildlife to relocate prairie dogs to the US Army Pueblo Chemical Depot in Pueblo, Colorado in 2022 and would like to continue this effort on Davidson Mesa and Daughenbaugh Open Space properties in 2023. The City’s removal preference is for flushing of the burrows in conjunction with live-trapping, if recommended by Contractor.

Due to budget constraints and the unsuitability of some control areas, not all of the prairie dogs areas designated for control are assigned for relocation. The City is requesting control via the PERC machine on Aquarius, CTC, Warembourg, Jointly-owned Warembourg; and along trail corridors and as a follow-up treatment post relocation on Davidson Mesa Open Space.

Work is anticipated for August through October.

It is up to the Contractor to survey the areas to develop an accurate cost estimate. The City reserves the right to remove properties from treatment based on budget constraints.

## **Section 2. Scope of Work**

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

### **Live-Trapping and Relocation:**

1. Contractor will complete Colorado Parks and Wildlife Relocation Permits for relocation sites: Davidson Mesa and Daughenbaugh Open Space properties.
2. Contractor will post flags and treat burrows 1-2weeks prior to capture with Delta Dust by qualified applicator.
3. Contractor will capture prairie dogs in select areas on attached maps via flushing and live-trapping.
4. If live-traps will be utilized, the Contractor must check traps every 3 hours and be secured open if left on Open Space overnight.
5. Contractor will safely deliver prairie dogs to US Army Pueblo Chemical Depot relocation site in Pueblo, Colorado.
6. Contractor will provide proof of delivery receipt.
7. Contractor will be responsible for care, custody, and delivery of all prairie dogs.
8. If contractor is unable to deliver captured prairie dogs to the Pueblo relocation site prior to the USFWS deadline, the captured prairie dogs will be the sole responsibility of the Contractor.

### **PERC Services:**

1. Contractor will fumigate via the PERC system on select areas of identified Open Space properties.
2. Contractor will treat burrows within identified areas on the maps provided below.

- Contractor will fumigate burrows within the relocation area on Davidson Mesa, following all live-trapping work, to ensure full control in the area.

Service Requirements:

- If burrowing owls are observed on a property prior to a scheduled treatment, the City reserves the right to: A) postpone work until staff deems it safe to resume prairie dog management activities; B) modify the treatment area in consultation with Contractor; or C) cancel work on the property entirely (i.e. remove it from contract).
- It is the responsibility of the contractor to determine exact burrow numbers and prairie dog counts to provide cost estimates.
- Contractor will be responsible for following all City, State, and Federal laws and regulations that apply to the work being done.
- Contractor is responsible for all paperwork.
- Open Space will not be treated on Saturdays, Sundays, or on City-observed holidays.

**Alternate line items:**

- Capture and relocation of prairie dogs on Hecla Lake trail corridor. This treatment is contingent on the commitment of both the adjacent HOA and Business Associations' for treatment on those lands.
- Provide cost for additional burrows requiring PERC treatment in increments of 10 burrows.

Scope & Cost Form 2023 Prairie Dog Management & Relocation Services Louisville Open Space		
RFP Reference	Deliverables	Cost Estimate
<b>Live Trapping &amp; Relocation</b>		
1	Completion of CPW permits	
2	Delta dusting (~843 burrows)	
3	Live capture of prairie dogs on Davidson Mesa	
4	Live capture of prairie dogs on Daughenbaugh	
5	Delivery to Pueblo receiving site/trip Estimate # of trips: _____	
	<b>Relocation Base Costs</b>	
<b>Control Via PERC Machine</b>		
6	PERC Aquarius Open Space (~10 burrows)	
7	PERC CTC Open Space and Conservation Easement (~112 burrows)	
8	PERC Davidson Mesa relocation area & trail corridors (~750 burrows)	
9	PERC Jointly-owned Warembourg Open Space (~170 burrows)	
10	PERC Warembourg Open Space (~2 burrows)	
	<b>PERC Base Costs</b>	
<b>ALT</b>		

<b>A</b>	Possible Delta Dusting and live capture of prairie dogs on Hecla Lake trail corridor. Delivery to Pueblo receiving site.	
<b>B</b>	Additional treatment of burrows via PERC (cost/10 burrows)	
	<b>Base Costs + Alt Costs = Total Costs</b>	

**Area Maps, Goals & Timeline of 2023 Prairie Dog Management and Relocation Services**

\*Areas shown in yellow are live-trapping and relocation areas, Areas shown in purple represent PERC control areas.

**Deliverables Live-trapping and Relocation:**

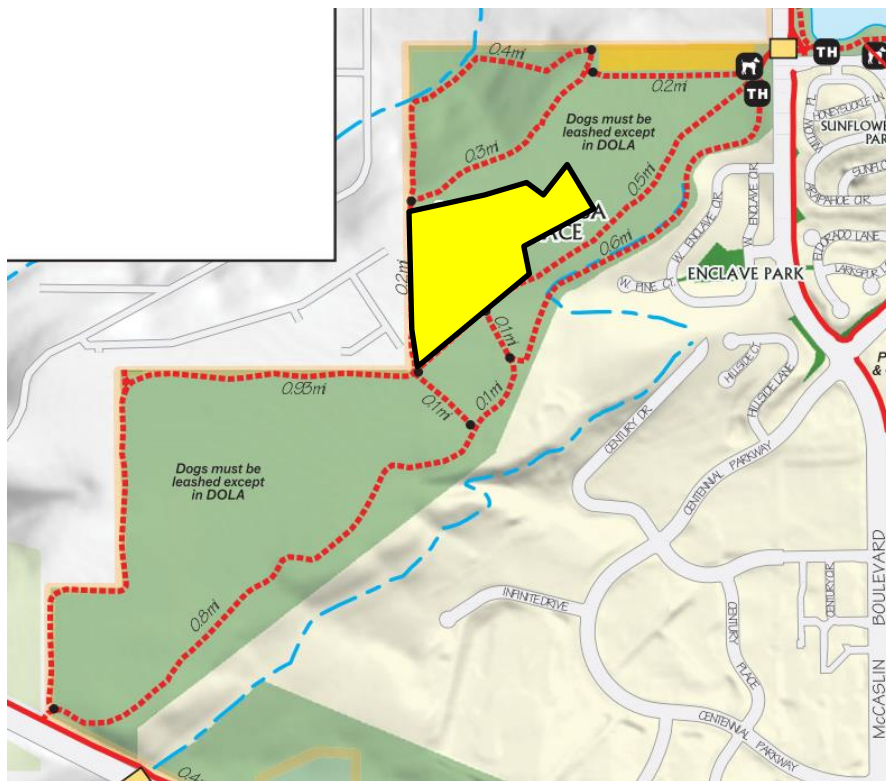
Davidson Mesa Open Space (north of main trail):

Goal:

- Complete removal of all prairie dogs north of the central trail via flushing and live-trapping

Area:

- Approximately 580 burrows
- Treatment area ~36 acres



Daughenbaugh Open Space:

Goal:

- Flushing and live-trapping of all burrows within 100' from western edge of the eastern trail
- Flushing and live-trapping of all burrows within 75' from northern edge of the trail which is north of Cherry Street

Area:

- Eastern trail corridor ~223 burrows
- North of Cherry Street ~40 burrows
- Total area ~6.5 acres



**PERC Services:**

Aquarius Open Space:

Goal:

- All burrows within 50' from the northern edge of the trail and burrows located to the south of the trail.

Area:

- All burrows within 50' from the northern edge of trail ~ 10 burrows
- South of ditch 2 burrows
- Total area ~0.5 acres



CTC Open Space:

Goal:

- Burrows are located on the main property and within the Conservation Easement which is south of the fence and north of the Lockheed Martin facility.
- Treatment of all burrows on CTC and Conservation Easement.

Area:

- North of fence ~38 burrows
- Conservation Area ~74 burrows
- Total area ~2 acres





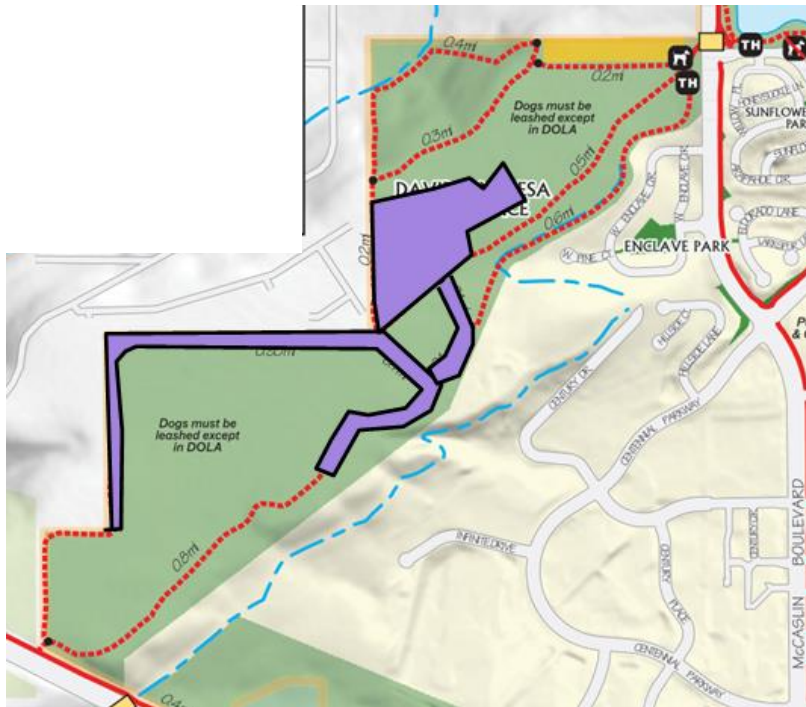
### Davidson Mesa Open Space:

#### Goal:

- Follow-up PERC treatment post relocation efforts to ensure complete removal in the area
- Treatment of all burrows within 25' from the edge of all trail corridors where prairie dogs are present

#### Area:

- Northern section of the property ~580 burrows
- Within 25' of all trail corridors around colony ~170 burrows
- Total area ~38 acres



### Jointly-Owned Warembourg Open Space:

#### Goal:

- Treatment of all burrows within 50' from north, south, east, and west fence perimeters within the Conservation Area.
- Treatment of burrows between northern fence and ditch.

#### Area:

- Burrows within all fence perimeters ~170 burrows
- Total area ~3.5 acres



Warembourg Open Space:

Goal:

- Treatment of all burrows, north of fence
- Coordination of treatment with staff to align with metal fence installation

Area:

- Currently 2 burrows
- Total area ~0.75 acres



**Alternate/Potential Site:**

Hecla Lake Open Space Trail Corridor:

Goal:

- Flushing and live-trapping of all burrows along the trail corridor which runs north-south from South Boulder Road
- Potential collaboration with adjacent HOA and private businesses to coordinate trapping efforts

Area:

- Approximately 10 burrows
- Total area ~0.5 acre



Timeline:

- Prairie dog capture in August, September, and October if needed.

### **Evaluation of Criteria**

In order to establish a fair and consistent starting point to evaluate submittals, please respond to the evaluation criteria with concise comments. The review team will evaluate and score the submittals using a weighted average based upon:

1. Scope and Cost Form
  - a. The intent is to establish lump sum including all administrative tasks, labor, and equipment required to complete capture of prairie dogs and delivery to receiving site, and PERC control.
2. Project approach, specifically addressing;
  - a. State when contractor is available to complete work
  - a. On time and Budget: Submit a schedule showing estimated number of days needed for work to be completed at each location. Work may not be completed on Saturdays or Sundays or on Labor Day (9/4). Estimated project completion is November 1, 2023.
3. References
  - a. Provide three (3) examples of similar qualified finished projects.
  - b. Submit three references with current contact information for similar projects completed within the last three years

### **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, 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:
  - 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 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.
  - Such other factors as the City determines are relevant to consideration of the best interests of the City.

#### **Section 4. Required Submittals**

- Provide proposed Start and End dates for all designated areas.
- Provide completed Scope & Cost form from page 5.
- 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 review of your qualifications and briefly explain how you plan to complete the required tasks.
- Provide references for your work.
- Provide the completed pre-contract certification and return with your proposal.

Submittals are due at the Louisville City Hall at 749 Main Street, Louisville CO 80027 Attn: Catherine Jepson ([CatherineJ@louisvilleco.gov](mailto:CatherineJ@louisvilleco.gov)) for time and date recording on or before **1:00 P.M. mountain time on July 11, 2023**. Late submissions will not be considered.

**Deliver Four (4) bound copies of your submittal and an electronic version on a USB drive, submitted in a sealed envelope, clearly marked as 2023 Prairie Dog Management and**

**Relocation Services** to the Open Space Division, Attn: Catherine Jepson, 749 Main Street, Louisville CO 80027.

All RFPs must be received and time and date recorded by authorized City staff by the above due date and time. Sole responsibility rests with the Proposer to see that their RFP response is received on time at the stated location. Any responses received after due date and time will be returned to the Proposer.

The City of Louisville reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the City, is in the best interest of the City of Louisville. Due to the complexity of work required, selection of a team or firm will not be based solely upon the lowest responsible bid but will also take into account experience gained from work on similar projects and an understanding of the project goals and approach to the project.

Digital copies of the RFP Documents will be available beginning June 14, 2023 on-line through the City of Louisville's website:

<https://www.louisvilleco.gov/doing-business/bidding-opportunities-requests-for-proposals>

Thank you, we look forward to reviewing your proposal.

**AN EXAMPLE AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE  
AND \_\_\_\_\_  
FOR CONTRACTED 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 regenerative grazing services for vegetation management to reduce presence of invasive plants; for wildlands fine fuels reduction to inhibit intensity of potential future wildfires; and for deposition of organic matter to improve soil health, 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 "A" and incorporated herein by reference; provided that, Consultant shall not commence work on any of the "Alternate Activities" listed in Exhibit "A", unless and until such services have been approved in writing by the City Manager. Contractor will follow City protocols identified in Exhibit "B".

**4.0 COMPENSATION**

4.1 Subject to Section 6.3, the City shall pay the Consultant 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 provided on an hourly, per-task, or per unit basis, the cost of the service shall not exceed the hourly, per-task, or per-unit rates 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 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. 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 Subject to Section 6.3, the City may elect to renew this Agreement for up to two (2) successive one (1) year terms (each a "renewal term") by providing Consultant with written notice at least thirty (30) days prior to the end of the initial term or the then-current renewal term. The Consultant's total compensation for each renewal term shall be adjusted by a percentage amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for the Denver-Aurora-Lakewood area (All Items, All Urban Consumers, 1967 = 100). The change shall be determined by comparison of the figure for the previous January 1, with that of January 1 of the current year.

6.3 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. 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**

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

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

**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: \_\_\_\_\_  
Jeff Durbin, City Manager

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

CONSULTANT:

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

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

**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

**SIGNATURE PAGE**

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

<b>Contact Information</b>	<b>Response</b>
Company Name	
Name and Title of Primary Contact Person	
Company Address	
Phone Number	
Email Address	
Company Website if applicable	

**By signing below, I certify that:**

I am authorized to bid on my company's behalf.

No one in the company is currently an employee of the City of Louisville.

**Signature of Person Authorized to Bid on Team's Behalf**

**Date**

\_\_\_\_\_

\_\_\_\_\_

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