

Request for Proposal for Professional Services for Development Code Update

Released: Tuesday, March 10, 2026

Proposals Due: Friday, April 24, 2026, 5:00 PM, MT

Contact Information:

Rob Zuccaro, Community Development Director

303.335.4590

RZuccaro@LouisvilleCO.gov

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES

The City of Louisville is accepting proposals from qualified contractors to complete an update to the City's development code and design standards and guidelines. Please review the following pages for complete information on the request for proposal process.

Timeline of Activities and Proposal Format

- A voluntary pre-submittal meeting will be held virtually on Thursday, March 19, 2026, at 11:00 a.m. MT. Attendance is encouraged but not required. City staff will provide a brief presentation on project background and goals, followed by a moderated Q&A. To register, email RZuccaro@louisvilleco.gov by end of day Wednesday, March 18, 2026. Connection details will be provided upon registration.
- Questions arising from the pre-submittal meeting, along with any additional written questions, must be emailed to RZuccaro@LouisvilleCO.gov by 5:00 p.m. MT on Monday, March 30, 2026. A consolidated summary of all questions and responses — including those from the pre-submittal meeting — will be distributed to all potential proposers by Monday, April 6, 2026.
- Proposals must be submitted digitally only as a PDF document emailed to Rob Zuccaro, Community Development Director: RZuccaro@LouisvilleCO.Gov.
- The City of Louisville will accept proposals in response to this RFP until 5:00 p.m., Mountain Time on Friday, April 24, 2026. Proposals received after that time will not be reviewed.
- Interviews of applicants, if determined necessary by the City – anticipated the week of May 11.
- Final selection of preferred consultant targeted for late May.
- Contract finalized by City Council targeted for June 2026.
- The City reserves the right to adjust this schedule.
- If necessary, the City will issue addenda; no addenda will be issued within three business days of the proposal deadline.

Contents

Section 1. Invitation to Submit Proposal

Section 2: Project Background

Section 3: Scope of Work

Section 4: Submittal Requirements

Section 5: Evaluation Criteria
Section 6: Standard Terms and Conditions
Section 7: Links to Background Information

Exhibit A: Disclosure Statement (Required)
Exhibit B: Sample Agreement

Section 1. Invitation to Submit Proposal

The City of Louisville, Colorado invites qualified teams to submit proposals to comprehensively update its development regulations, including Titles 16 and 17 and applicable portions of Title 15 of the Louisville Municipal Code, as well as the City's four adopted development-related design standards and guidelines. This effort has strong support from City leadership and will implement major, recently adopted policy initiatives, including the City's Comprehensive Plan and the Louisville Housing Plan, which together establish a framework for modernizing the City's regulations to address housing choice and affordability, environmental sustainability and resilience, economic vitality, urban design, and development process efficiency. The City anticipates that the selected consultant will also provide post-adoption implementation support, as described further in this RFP.

Section 2: Project Background

Community and Regulatory Context

Louisville is a community of approximately 19,000 residents in Boulder County within the Denver metropolitan region. Founded as a coal mining town in 1878, Louisville is now recognized for its historic downtown, high quality of life, natural amenities, and proximity to major employment centers, including the Colorado Technology Center, Centennial Valley, and AdventHealth Avista Hospital.

In recent decades, Louisville has functioned as a slow-growth community, guided by policies that limited new residential development. The City's updated Comprehensive Plan supports a shift toward managed and thoughtful residential growth in targeted opportunity areas, while also reinforcing the importance of strong, well-functioning mixed-use and commercial areas that support economic vitality and quality of life. This development code update is a critical implementation tool to ensure future change is predictable, high quality, and aligned with community values.

The City's development regulations have been amended incrementally over time but have not undergone a comprehensive update. City Council has identified this effort as a top priority, reflected in its inclusion among the City Council's 2025 priority projects.

Key Issues to Address

The updated code and design standards are expected to address the following issues, among others:

- *Highly discretionary processes, low thresholds, and lengthy timelines.* Current development review procedures rely heavily on discretionary approvals and public hearings, with relatively low thresholds triggering complex entitlements. Broad reliance on Planned Unit Developments (PUDs) for commercial development and most residential projects have created barriers to investment that aligns with community values, contributes to long and unpredictable timelines, and limits the ability of projects to evolve over time.
- *Outdated zoning structure.* Existing zoning districts, development standards, and use allowances are not consistently calibrated to existing conditions or to adopted policy direction, including the need to support a broader range of housing types and mixed-use development in appropriate locations.
- *Usability, clarity, and predictability.* The current code and design documents include redundancy, conflicting provisions, and limited graphics, reducing predictability for applicants, decision-makers, and the public and increasing the need for interpretation.
- *PUD-centric regulatory framework and legacy entitlements.* Louisville is covered in PUDs with site-specific standards and approved site plans. Most changes to existing PUDs require formal amendments subject to the same discretionary review process and public hearings as original approvals. As part of this update, the City anticipates the need to address legacy zoning and entitlement conditions, including potential cleanup or transition strategies to align existing development with the updated regulatory framework.
- *Targeted “heavy lift” topics.* The update must address several complex regulatory areas, including the Old Town overlay district, the inclusionary housing ordinance, and the modernization of adopted design standards and guidelines (commercial, industrial, mixed-use, and downtown), with consideration of new multifamily design standards.

Policy Foundation

This project will implement the City’s adopted policy framework, including the following key documents and directives:

- *Comprehensive Plan (anticipated adoption April 2026).* The Comprehensive Plan explicitly identifies the development code update and updates to the City’s design standards and guidelines as priority implementation actions. The Plan provides clear vision statements, values, and policy direction that are intended to be translated into regulatory standards, procedures, and incentives through this update.
- *Louisville Housing Plan (adopted 2024).* The Housing Plan identifies regulatory reform as a central strategy to expand housing choice, improve housing affordability, and remove barriers to housing production. The Plan includes guidance on regulatory changes and incentives that are intended to be addressed through the development code update.
- *City Council 2025 Work Plan.* City Council has identified the development code update as a top priority project to begin in early 2026. Inclusion on the Work Plan reflects Council’s expectation that this effort will receive focused attention and result in meaningful regulatory improvements.

- *Sustainability Action Plan* . The development code update is expected to advance the City’s adopted environmental sustainability and resilience goals by embedding those priorities into land use regulations, development standards, and incentive frameworks where appropriate.

Collectively, these policies establish a clear mandate and policy foundation for a comprehensive modernization of the City’s development regulations and design standards.

Project Funding and Schedule

The total anticipated project budget is approximately \$1.0 million, consisting of City funds and two external State of Colorado grant sources:

Funding Source	Approx. % of Total Project Budget	Primary Focus Areas
City of Louisville – City Council Allocation	~50%	General project management, public engagement, code drafting, and design standards updates across all topic areas.
Colorado Energy Office – Local Impact Accelerator Program	~30%	Any topics that address environmental sustainability and resilience including but not limited to transit-oriented zone districts, parking, landscaping, green infrastructure, and hazard mitigation.
Colorado Department of Local Affairs (DOLA) Local Planning Capacity Grant (“Louisville Housing Plan Implementation”)	~20%	Any topics that address housing diversity, choice, and affordability, including but not limited to development review processes, residential zone districts, inclusionary housing, and multifamily design standards.

Final funding amounts will be confirmed during contract negotiations. While each source has a primary focus area, there is flexibility in how costs are allocated across sources. The selected consultant team is expected to understand these funding distinctions and work collaboratively with City staff to appropriately allocate billing and expenses to the correct funding source throughout the project. The City will establish a tracking and reporting framework with the consultant at project kickoff, and the consultant will be responsible for maintaining documentation sufficient to meet each funder's reporting and performance obligations. The selected consultant will support quarterly grant reporting tied to discrete tasks associated with

housing, sustainability, and general project activities, with the final tracking structure to be established at project kickoff.

The City anticipates an approximately two-year timeline for completion of the development code and design standards updates. Post-adoption implementation support is anticipated and may extend the project schedule depending on scope, priorities, and final funding levels. The City is open to discussing a phased approach to code adoption during the scoping process, prioritizing topic areas based on community need, funding requirements, and capacity.

Section 3: Scope of Work

The City is defining the scope by phases and expected outcomes, while encouraging proposers to recommend methods, tools, sequencing, and deliverable formats that best achieve project goals. The City is open to alternative approaches that improve clarity, effectiveness, and implementation success, including recommendations to refine scope, phasing, or deliverables.

Project Goals

The following goals reflect the City's objectives for the development code and design standards update at the time of issuance of this RFP. These goals are intended to guide the project's direction and outcomes and are expected to be further developed and confirmed in collaboration with the selected consultant, City staff, and project leadership as part of the project initiation and diagnostic phases.

The updated code and design standards should:

- Improve the efficiency, predictability, and transparency of development review while preserving meaningful public engagement.
- Modernize entitlements, procedures, and decision criteria to reduce unnecessary discretion and improve flexibility for projects to evolve over time.
- Implement adopted housing affordability and environmental sustainability priorities, including outcomes associated with applicable grant requirements.
- Improve usability through clear organization, graphics-rich standards, and user-oriented guidance materials.
- Establish market-responsive regulations and incentive frameworks that support community benefits, economic vitality, and high-quality design.

Required Services

Phase 1: Initiation, Governance, and Diagnosis

- Confirm project management approach, schedule, coordination, and decision points.
- Support establishment and facilitation of a project steering/advisory committee (meeting prep, facilitation, notes, and follow-up).
- Coordinate with City staff and support briefings with City Council and relevant boards/commissions as needed.

- Design and lead a robust public engagement program, including multiple engagement milestones and targeted stakeholder outreach.
- Create and maintain a project page on the City's Engage Louisville platform.
- Prepare a diagnostic summary and work program confirming key issues, priorities, and approach.
- Identify and document legacy zoning, PUD, and entitlement conditions that may present implementation challenges under a new regulatory framework.

Phase 2: Framework Development and Preliminary Direction

- Translate adopted policy direction into a clear regulatory framework and code organization.
- Define how grant objectives will be integrated and documented (e.g., clear modules or tracking approach for housing and sustainability tasks).
- Identify applicable legal requirements and align procedures accordingly, including Proposition 123 and other relevant state requirements.
- Conduct a baseline level of market-informed analysis sufficient to calibrate standards and inform incentive concepts (with optional expanded analysis described below).

Phase 3: Draft Code and Design Standards

- Draft a comprehensive update to Louisville Municipal Code Titles 16 and 17 and targeted updates to Title 15, including transition provisions, nonconformity standards, and implementation tools necessary to address existing zoning and entitlement conditions.
- Update all adopted design standards and guidelines: Commercial, Mixed Use, Industrial, and Downtown. Consider new multifamily design standards.
- Evaluate and recommend market-supported incentives and performance tools, including potential form-based or performance-based approaches in targeted areas.

Phase 4: Adoption Support

- Support public meetings and hearings through adoption.
- Provide training for staff, boards/commissions, elected officials, and the development community.
- Provide user-oriented implementation materials, such as rules of measurement, checklists, and interpretive guidance.
- Provide recommendations for application types/forms and fee schedule updates.

Phase 5: Post-Adoption Implementation Support

- Provide post-adoption implementation support, including assistance with legacy zoning and entitlement cleanup and potential City-initiated rezonings. This may include analysis of existing zoning and PUD conditions, development of transition or cleanup strategies, mapping support, property owner outreach, and preparation of materials

necessary to implement rezonings. Proposers should recommend a scalable approach that can be expanded or refined based on budget, priority, and City direction.

Deliverables

The Consultant shall prepare and deliver materials necessary to support the development, adoption, and implementation of the updated development regulations and design standards. Deliverables are expected to include, at a minimum:

- ***Diagnostic Report and Work Program***
A diagnostic report summarizing key issues, opportunities, and constraints; confirming project priorities; and documenting the recommended regulatory framework and work program, including the approach for addressing grant compliance.
- ***Updated Development Regulations***
 - Comprehensive updates to Louisville Municipal Code (LMC) Titles 16 (Subdivisions) and 17 (Zoning)
 - Targeted updates to LMC Title 15 (Buildings), including historic preservation and mobile home standards, as applicable
 - Optional: a recommended structure or format for a Unified Development Code, if proposed by the Consultant
- ***Updated Design Standards and Guidelines***
 - Commercial Design Standards and Guidelines
 - Industrial Design Standards and Guidelines
 - Mixed Use Design Standards and Guidelines
 - Downtown Design Handbook
 - Consideration of new Multifamily Design Standards and Guidelines, if recommended
- ***Implementation and User-Oriented Materials***
 - Clear, graphics-supported guidance addressing topics such as rules of measurement, development standards interpretation, and submittal requirements
 - Application forms, checklists, and procedural materials aligned with the updated code
 - Training materials for City staff, boards and commissions, elected officials, and the development community
 - Documentation and materials supporting legacy zoning and entitlement cleanup and any City-initiated rezonings undertaken as part of implementation
- ***Engagement and Adoption Support Materials***
 - Public engagement meeting materials and summaries
 - Public noticing and communication materials, as applicable
 - Ongoing creation and maintenance of the project webpage on the City's Engage Louisville platform

Deliverables shall be prepared in formats suitable for public review, adoption, and long-term implementation and shall be coordinated with City staff throughout the project.

Optional / Desired Services

Proposers are encouraged to include optional pricing and approaches for:

- Expanded market feasibility analysis to calibrate incentives and performance standards
- Expanded legacy zoning cleanup and City-initiated rezonings (e.g., property owner outreach, mapping support, PUD legacy analysis)
- Interactive/online code platform or other implementation technology tools

Clarifications and Parallel Efforts

- Development impact fees (LMC Chapter 3.18) and public land dedication requirements (LMC 16.16.060) are being updated through a separate, parallel effort; coordination may be required.
- The sign code (updated 2019) is expected to be carried forward with no major substantive changes.
- ADU regulations were updated in 2025 and major updates are not intended to be part of this scope.
- Building and energy codes are not part of this scope.
- Substantive changes to the historic preservation ordinance are not anticipated.
- Updates to the inclusionary housing ordinance are expected. A new nexus study is not anticipated; the City expects to carry forward the current methodology for set-asides and fee-in-lieu calculations, with targeted adjustments to improve effectiveness, including updates to fee levels, income thresholds, and incentives.
- The Consultant should assume responsibility for preparing materials and logistics associated with public meetings and engagement activities. The City will coordinate with the Consultant regarding budgeting for engagement materials, including the potential use of supplemental funding for larger expenses such as citywide mailers.

Performance Standards

Services shall be performed in accordance with the professional skill and care ordinarily provided by consultants practicing in the Denver metropolitan region on projects of similar scope and complexity, including compliance with applicable grant requirements and reporting.

Section 4: Submittal Requirements

Proposals should be clear, concise, and organized to address the elements below. The City may request clarifications or additional information during evaluation. Please limit proposal sizes to 40 pages, excluding the cover letter, resumes, cost proposal, and required forms.

Executive Summary

- Brief overview of your understanding of the project
- Summary of your qualifications and approach
- Key differentiators and value proposition

Firm Information

- Firm name, address, phone, email, and primary contact
- Legal name and business structure
- Years in business and areas of specialization
- Office locations and number of employees
- Professional licenses and certifications

Project Understanding and Approach

- Demonstration of understanding of project requirements and objectives
- Proposed methodology and work plan
- Project timeline with key milestones and deliverables
- Risk assessment and mitigation strategies
- Quality assurance procedures

Project Team Qualifications

- Organizational chart for this project
- Detailed resumes of key personnel including:
 - Project manager
 - Technical lead(s)
 - Other key staff members
- Role and responsibility matrix
- Percentage of time each team member will dedicate to project
- Subcontractor information (if applicable)

Relevant Experience

- Description of 3-5 most relevant similar projects completed in last 5 years
- For each project provide:
 - Client name and contact information
 - Project description and scope
 - Project value and timeline
 - Your firm's role and responsibilities
 - Key challenges and how they were addressed
 - Outcomes and results achieved

References

- Minimum of 3 client references from similar projects
- Include client name, contact person, phone, email
- Brief description of services provided and project dates

Cost Proposal (Clearly Identified as an Exhibit to the Proposal)

- Professional fee structure (lump sum, hourly rates, or combination)
- Breakdown of costs by task or deliverable
- Hourly rates by staff classification
- Reimbursable expense policy and estimated costs
- Payment schedule

Required Forms and Certifications

- Completed disclosure statement (Exhibit A)
- Professional liability insurance certificate

- Business license and professional licenses (copies)
- Completed W-9 form

Section 5: Evaluation Criteria

Qualifications and Experience (30 points):

- Relevant experience with similar projects and clients
- Professional credentials and certifications
- Firm's reputation and track record
- Years of experience in the relevant field
- Quality of references and past performance

Project Team (25 points):

- Qualifications and experience of proposed project manager
- Technical expertise of key team members
- Availability and commitment of key personnel
- Team continuity and stability
- Local presence

Understanding and Approach (25 points):

- Demonstrated understanding of project requirements
- Quality and innovation of proposed methodology
- Realistic project timeline and work plan
- Risk identification and mitigation strategies
- Quality assurance procedures

Cost and Value (15 points):

- Reasonableness and competitiveness of proposed fees
- Value for services offered
- Cost structure clarity and transparency
- Payment schedule reasonableness

Proposal Quality (5 points):

- Completeness and organization of proposal
- Clarity and professionalism of presentation
- Responsiveness to RFP requirements
- Innovation and creativity in approach

Section 6: Standard Terms and Conditions

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

- This request for proposal is not an offer to contract. The provisions in this RFP and any purchasing policies or procedures of the City of Louisville are solely for the fiscal responsibility of the City of Louisville 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 of Louisville in a form provided by and acceptable to the City of Louisville. The consultant shall be an independent contractor of the City of Louisville.
- The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.

Section 7: Links to Background Information

- [Louisville Municipal Code](#)
- [Louisville Comprehensive Plan](#)
- [Louisville Housing Plan](#)
- [Sustainability Action Plan and Goals](#)
- [Commercial Design Standards and Guidelines](#)
- [Mixed Use Design Standards and Guidelines](#)
- [Industrial Design Standards and Guidelines](#)
- [Downtown Design Handbook](#)
- [Colorado Energy Office Local Impact Accelerator Grant Program](#)
- [Colorado Department of Local Affairs Local Planning Capacity Grant Program](#)

EXHIBIT A - DISCLOSURE STATEMENT (REQUIRED)

The CONSULTANT must disclose any possible conflict of interest with the City of Louisville. 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 the 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.
3. My organization maintains all required professional licenses and insurance coverage for the services to be provided.
4. The cost proposal submitted is based on the scope of work as understood and no additional charges will be incurred without prior written authorization.

Printed or Typed Name

Title

Signature

Date

EXHIBIT B – SAMPLE AGREEMENT**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE****AND _____****FOR CONSULTING SERVICES****1. 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 _____, a Colorado [entity type], hereinafter referred to as the “Consultant”.

2. RECITALS AND PURPOSE

- 2.1. The City desires to engage the Consultant for the purpose of [_____] 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. 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.

4. COMPENSATION

- 4.1. The City shall pay the Consultant for services under this agreement a total not to _____ **Dollars (\$_____)** as set forth in **Exhibit A** attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in **Exhibit A**. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the

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. 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 such person 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 of Consultant be replaced, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6. TERM

- 6.1 The term of this Agreement shall be from the Effective Date until all the Services have been fully performed, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on 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. 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. INDEMNIFICATION

- 8.1 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.
- 8.2 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.
- 8.3 If the Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of the Consultant's obligation to indemnify and hold harmless the Town may be determined only after the Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the parties, as provided by C.R.S. § 13-50.5-102(8)(c).

9. 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. 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. ASSIGNMENT

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. 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. 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. 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. 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. 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. 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. 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. 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

Email: dlanglely@louisvilleco.gov

If to the Consultant:

Email:

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. 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, national origin, sexual orientation, gender identify or expression, marital status or any other protected basis. 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. 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. 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. 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: _____

Attest: _____

CONSULTANT:

By: _____

Name: _____

Title: _____

Exhibit xx – Scope of Services and Fees