



Request for Proposals
Arborist Consultant Services

Proposals Due:
August 2, 2024, at 12:00pm

1. Introduction

Notice is hereby given that the City of Edgewater (“City”) is accepting proposals from qualified Consultants for Arborist Consultant Services. The selected Consultant will primarily serve the Parks and Recreation, Community Services and Community Development Departments but will also work with other City Departments as needed. The urban canopy for the City of Edgewater is composed of trees growing along streets, in parks and on private property. The City will receive bids until Friday, August 2, 2024, at 12:00 pm.

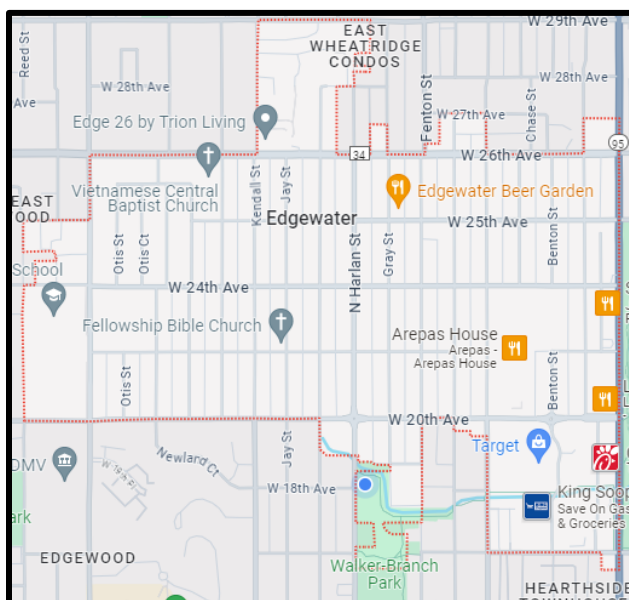
The goal of this Request for Proposals (RFP) is to invite interested Bidders to provide Arborist Consultant Services to the City of Edgewater from August 2024 – August 2025, but the contract could be extended depending on City needs.

The expectation for this position is that one Consultant will complete all administrative and supervisory work required in developing, maintaining, and managing all trees within City limits, and coordinating with the City’s chosen Tree Contractor on needed tree treatments, removals etc. The City is interested in receiving proposals from Bidders which have expertise in the delivery of the services noted in this RFP.

This document outlines the scope of work envisioned by the City, sets out the requirements for the RFP and specifies the process to be used by the City to award the bid.

2. About Edgewater

Edgewater is a city of about 5,500 residents nestled between Denver, Wheat Ridge, and Lakewood. Edgewater is in Jefferson County, and residents enjoy the convenience of nearby metropolitan services, and the ambiance of the city’s small-town character. The city is approximately one square mile in size.



3. General Conditions

By responding to this RFP, the Bidder acknowledges and agrees that:

- (a) They have read, understood and agree to the provisions of this document;
- (b) The City reserves the right to reject any or all Proposals submitted in response to this RFP;
- (c) The City reserves the right to waive any irregularity of any Proposal to request clarification and/or additional information and to negotiate modification of any Proposal; and
- (d) The City takes no responsibility for the accuracy or completeness of any information supplied about this project and, further, will not be responsible for any costs incurred in responding to this RFP.

This RFP will be an evaluated document which will assist the City in determining whether the selected Bidder:

- (a) Fully understands the requirements as stated in this RFP;
- (b) Guarantees a high level of service to the City and public;
- (c) Will be fully accountable and responsible for all outlined services;
- (d) Can complete all tasks as outlined;

4. Scope of Work

At the direction of the Parks and Recreation Department, the Consulting Arborist will coordinate with Residents and City staff to assist with the following tasks:

- (a) Review project plans for potential impacts to City trees through construction-related activities and provide the necessary comments, methods of mitigation and/or recommendations to preserve the long-term health of identified trees.
- (b) Develops and maintains an inspection protocol and maintenance schedule for City trees.
- (c) Manages existing and future tree plantings in parks, open spaces and other facilities within the City.
- (d) Selects and advises on planting of trees and related plant material on all City properties.

- (e) Inspects trees and shrubs for insects, disease, and abiotic plant health care; issues and makes recommendations for tree and plant health care treatments.
- (f) Administers the Healthy Tree Canopy Program for Edgewater residents.
- (g) Responds to enquiries from the public, developers, and businesses on the phone, in person, through Ask Edgewater or by email regarding proper practices regarding the field of arboriculture.
- (h) Communicates with the Parks and Grounds Manager (or designee) to schedule plantings, pruning, removal, and plant health care applications of trees and woody plants at City properties.
- (i) Participates in preparing presentations and public engagement as needed.
- (j) Participates in the development and implementation of the Urban Forestry Management Plan.
- (k) Advises on plant selection, tree and shrub identification, maintenance activities such as pruning and planting, pests and diseases and recommended control measures.
- (l) Conducts on-site meetings with residents and businesses to address tree concerns.
- (m) Assists in maintaining and updating the City's tree inventory database.
- (n) Schedules hazard tree inspections and recommends removals.
- (o) Assists with Arbor Day, Tree City USA, and other programs related to urban forestry.
- (p) Understands and can interpret and apply tree and landscape related sections of the City of Edgewater Municipal Code.
- (q) From time to time, may review and provide recommendations to Community Development staff regarding land use applications and compliance with the City's landscape codes.
- (r) Works closely with the Neighborhood Compliance Coordinator on Code related tree issues.
- (s) Develops strong relationships with other City departments including Community Services and Community Development.
- (t) Assists the Department Director in projecting forestry related needs during the annual budgeting process.

- (u) Upholds City and Department policies and procedures as well as applicable laws.
- (v) Addresses complaints and resolves issues in assigned area of responsibility.
- (w) Assist the City in developing a plan for tree-related emergencies. May be called upon to provide advice and coordination efforts during emergencies where fallen trees are blocking roads or causing hazards.

5. Required Skills and Credentials

- (a) Associates or Bachelor's Degree in Arboriculture, Community Forestry, Horticulture, Plant Science, Landscape Management, Environmental Science, or a related field/combination of experience;
- (b) Minimum two (2) years of experience in community forestry, industry ANSI standards and best management practices, and experience in the operation of a wide variety equipment and tools used in tree related work projects;
- (c) SAF, ISA, and/or ASCA Certification;
- (d) Tree identification and diagnosis;
- (e) Knowledge of landscape design and installation (desired);
- (f) Experience with GIS software and GPS field units;
- (g) Ability to read and understand architectural and construction plans;
- (h) Outstanding customer service and interpersonal communication skills to maintain effective working relationships with citizens, elected officials, department heads, appointed boards, employees, and volunteers;
- (i) Ability to work independently;
- (j) Computer skills (word processing, databases, spread sheets, online maps).

6. Terms

- (a) Provide monthly activity reporting on all work completed.
- (b) Meet with Parks and Recreation Director as needed, twice per month.
- (c) Respond and provide service within forty-eight (48) hours for non-critical requests and two (2) hours for emergency requests.

- (d) Consulting Arborist commits to a maximum of 560 hours for the year. Any projected hours over 560 would require prior approval.
- (e) Consulting arborist will work remotely but also be expected to be onsite to provide resident visits, coordinate with project planners. Specific schedule to be determined.
- (f) Professional services described in the Scope of Work will be billed on a time and materials basis. Billable time will be calculated on a minimum unit of 0.25 of an hour.
- (g) Daily task descriptions and activities shall be detailed and included on all invoices.

7. Evaluation of RFPS and Interview Process

It is intended that this RFP will be used to identify a single Bidder with which the City will enter negotiations to provide Arborist Consultant Services.

The RFP will be evaluated based on how well Bidders respond to the Proposal Requirements. Each submission will be assessed using the following criteria:

- Qualifications
- Cost of Services
- Relevant Work Experience
- References
- Approach to Services
- Innovation/Creativity

As part of the evaluation process, the City expects to interview some, but not necessarily all, of the Respondents. Respondents may also be asked to supplement their submittals. The City may also consult additional resources for subject matter, expertise, and reference.

8. Proposal Requirements

The Proposal must be typed, or computer generated and submitted in the format described below. Proposals (not including examples of previous work) shall be no more than 20 pages (8.5" x 11") with a minimum font size of 11 point. The City requests that only information relevant to the Proposal be included. Proposals that do not meet the mandatory requirements herein may be considered noncompliant and may be rejected.

Proposals shall include the following items in the order listed:

- (a) Cover Letter: A cover letter indicating the Bidders interest and identifying the entity or entities submitting the proposal. The letter should identify the name, address, email address, and telephone number of the person to contact, along with other contact information for those authorized to represent the Bidder. The letter should also include:

- A signature by a representative of the Bidder authorized to bind them to the terms proposed.
- Any criteria expected by the City that Bidder will not provide.
- Any proposed changes to the draft Professional Services Agreement (Attachment A).
- Any other information not appropriately contained in the body of the Proposal.

(b) Cost Proposal: A financial proposal that includes both scheduled and unscheduled hourly rates:

- Schedule A: Propose hourly straight-time labor rate for all remote scheduled work based on the items requested under the Scope of Work.
- Schedule B: Propose hourly straight-time labor rate for all on-site scheduled work based on the items requested under the Scope of Work.
- Schedule C: Propose hourly straight-time labor rates for all unscheduled remote, emergency work based on items requested under the Scope of Work.
- Schedule D: Propose hourly straight-time labor rates for all unscheduled on-site, emergency work based on items requested under the Scope of Work.
- These rates should include labor, equipment, time, materials, and other items necessary to meet the requirements of the Scope of Services and deliverables, including the requirements of the Professional Services Agreement. The fee should include all costs of performing the Services (including without limitation, mileage, travel, equipment, supplies, subcontractor costs, permits, licenses, overhead, profit, insurance, etc.)
- Although the City does not anticipate compensating Bidder for any additional items of expenses, any such additional amounts to be charged to the City must be identified in the cost proposal.

(c) Approach to Service: A detailed description of the approach used to deliver the services and deliverables. The approach should follow the Scope of Services using a format of primary tasks with subtasks to provide context of the requested/proposed item.

(d) Resume and Qualifications: A description of the history, experience, and qualifications of the Bidder and any proposed subcontractors to perform the Scope of Services and deliverables. The City expects that proposed personnel and subcontractors will remain assigned to the services until completion of all deliverables. Include the following:

- Names and addresses of all individuals to be involved in the work
 - History, size, and structure of the firm(s)
 - Identification of individuals and their roles and responsibilities as they relate to the Project.
 - Include relevant experience and copies of resumes of all personnel to be assigned to the work.
 - A list of relevant work experience.
- (e) Example of Previous Work: Complete examples of similar deliverables that were completed for other jurisdictions.
- (f) Potential Conflicts of Interest: List any work that your firm or your proposed sub-contractors are currently performing for the City or for entities within the City.
- (g) Miscellaneous: Any supplemental information and attachments relevant to the proposal, Bidders qualifications, or Bidders approach. Bidders are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services.

9. Submission of Proposals

Submissions and technical questions regarding the services specified in this RFP should be submitted either electronically to:

Amber Magee
 Director of Parks and Recreation
amagee@edgewaterco.com

or in person/VIA mail to:

City of Edgewater
 C/O Amber Magee
 1800 N Harlan Street
 Edgewater, CO 80215

Q&A related to the project can be found at: <https://www.edgewaterco.gov/doing-business/bidding-rfps>

All submissions must be received no later than 12:00 p.m. on August 2, 2024, at the appropriate place. Bids will not be accepted after the designated time and date.

All proposals should be labeled:

Arborist Consultant Services

10. Miscellaneous

- (a) Bids shall be executed in the Bidders name, or by someone with authority to sign.

- (b) Multiple Bidders may form a team to submit a joint proposal. All professionals and individuals involved must be identified in the proposal. A single individual and company must be designated as having overall responsibility for services. The lead individual and consultant will serve as the City's primary contact and will be responsible for ensuring agreed upon timelines and work requirements are met.
- (c) Bidders should have no real or apparent conflict of interest. A conflict of interest includes any financial or contractual relationship with a contractor, individual, or association with a direct financial interest in City revenues. Examples of such contractors, individuals, or associations include owners of retail and commercial properties within the City and other business groups.
- (d) Bids are solicited and submitted subject to the requirements of the City of Edgewater Purchasing Policies and Procedures as set forth in the Edgewater Municipal Code.
- (e) The submission of a bid shall be conclusive evidence and a legal admission that the Bidder: (a) has no questions, complaints, or objections about the contract documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; see example Agreement in Attachment A (b) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the bid; and (c) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the contract documents, the site and conditions of delivery, the Edgewater Municipal Code, and other applicable law.
- (f) The RFP will be awarded to the most responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the contract documents and these Instructions to Bidders. The City reserves the right to determine, in its sole reasonable discretion, whether any bid meets the needs or purposes intended and is within the approved budget. The City does not base its award on cost alone. Also, to be considered are quality of product; experience with the Bidder or any subcontractors, consultants, products or suppliers; qualifications of the Bidder and subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.
- (g) The City reserves the right, if it deems such an action to be in its best interests, to reject all bids or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the bids. If bids are rejected, the City further reserves the right to investigate and accept the next best bid in order of ranking, or to reject all Bids and re-solicit for additional bids. Bids may be considered irregular and rejected for any of the following reasons:

1. If the bid is on a form other than that prescribed by the City, or if the form is altered or any part thereof is detached, or if the form does not contain original signatures.
 2. If there are unauthorized additions, conditional or alternative proposals, or any irregularities which render the bid incomplete, indefinite, or ambiguous.
 3. If the bid does not contain unit prices.
 4. If the City determines that any of the unit prices are materially unbalanced;
or
 5. If the Bidder is affiliated with another Bidder that has submitted a bid on the same project.
- (h) No bid shall include federal excise taxes or state or local sales or use taxes. The City is exempt from such taxes under tax exempt number 98-00860-0000.
- (i) The consulting contractor will agree not to assign or sublet the whole or any part of the agreement without the prior written consent of the City.
- (j) In the event of any claim, suit, or demand which may result from any bid submitted hereunder, or the award of any contract because of submission of a bid, Colorado law shall govern any such claim, suit, or demand and the rights and duties of the parties.
- (k) The City reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of bids. It shall be the responsibility of the bidder to obtain all addenda. If revisions are of such a magnitude to warrant, in the City's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.
- (l) All proposals must honor pricing and project timeline for at least 90 days from submission of proposal. Edgewater receives the right to negotiate a contract with any contractor that submits to this request for proposal within this period.
- (m) No proposal shall be accepted from, and contract will be awarded to any person, firm, or corporation that is in default on the payment of taxes, fees, assessments, or other money due the City, or in default of any other obligations to the City.

Copies of the RFP are available from the City Clerk's office, 1800 N Harlan St, Edgewater, Colorado, 80214, telephone (720) 763-3002 or the City's website at <https://www.edgewaterco.gov/doing-business/bidding-rfps>

11. Conditions of Award

It is the intent of the City to award the Contract to the most technically qualified, and responsive Bidder provided the bid has been submitted in accordance with the requirements of the bidding documents, judged to be fair and reasonable, and does not

exceed the appropriated funds available. The City shall be the sole judge of the Bidder's qualifications, and whether the bid is in the best interests of the City.

**Attachment A:
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this ____ day _____ of _____, 20--, by and between the City of Edgewater, a Colorado home rule municipality (the "City") and _____, a Colorado _____ as an independent contractor ("Consultant").

WHEREAS, the City requires professional services; and

WHEREAS, Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. REPORTS, DATA AND WORK PRODUCT

A. The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform the Scope of Services. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

B. Other than sharing information with designated third parties as previously directed by the City, no project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure.

C. The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the City upon

completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

D. Upon request, Consultant shall provide to the City electronic versions of all work product, in the format directed by the City.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the City shall pay Consultant an amount not to exceed _____ Dollars (\$_____).

B. At intervals determined appropriate by Consultant, Consultant shall invoice the City for services rendered. Upon receipt of such invoices, the City shall make payment in full within thirty (30) days.

C. Notwithstanding the maximum amount specified in subsection A hereof, Consultant shall only be paid for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

IV. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt of a Notice to Proceed, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the City, the Scope of Services shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

V. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms or individuals in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and

reimburse the City for costs caused by errors and omissions that fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Because the City has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than twenty-five percent (25%) of the work required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the City a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the City reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

VI. INSURANCE

A. During the term of this Agreement, Consultant shall maintain, in full force and effect, a commercial general liability insurance policy with combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate limit that will insure against liability or financial loss resulting from bodily injury, property damage, products-completed operations and personal injury occurring to persons or property as a result of any acts or activities of Consultant under this Agreement.

B. During the term of this Agreement, Consultant shall maintain, in full force and effect, comprehensive automobile liability insurance with minimum combined limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate with respect to each of Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the services under this Agreement. If Consultant has no owned automobiles, the requirements of this VI.B. shall be met by each employee of Consultant providing services to the City under this Agreement.

C. During the term of this Agreement, Consultant shall maintain, in full force and effect, Workmen's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement.

D. Every policy required under this Article IV shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or that is carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Consultant. The policies shall be written by a company or companies that are admitted and authorized to do business in the State of Colorado and shall be rated at least B+:XIII in the *A.M. Best and Company Insurance Guide*. The

policies shall be in an occurrence form and in accordance with the limits and provisions specified herein. Consultant shall cause the City to be named as an additional insured on the policies required by Sections VI.A. and VI. B. above, and such policies shall contain a “waiver of subrogation” provision, and a “cross liability,” severability of interest,” or “separation of insureds” clause. Prior to the commencement of any work under this Agreement, the Consultant shall provide the City with certificates of insurance, with appropriate endorsements, that shall clearly state all of the following:

1. The policy number; name of insurance company; name and address of the agent or authorized representative; name address and telephone number of the insured; project name and address; policy expiration date; and specific coverage amounts;
2. That the City shall receive thirty (30) days prior notice of cancellation; and
3. That Consultant’s insurance is primary as respects any other valid or collectible insurance that the City may possess, including any self insured retentions the City may have; and any other insurance that the City does possess shall be considered excess insurance only and shall not be required to contribute with the subject insurance.

E. Consultant shall be solely responsible for the payment of any deductible amounts under any insurance policy required by this Article VI and Consultant shall not be relieved of any liability under this Agreement by reason of its failure to obtain or maintain the types or amount of insurance required by this Article VI. In the event any services are performed by a subcontractor, Consultant shall require such subcontractor to provide the insurance and certificates that are required by this Section.

F. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City 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.

VII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any

workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant.

VIII. TERMINATION

A. This Agreement shall terminate: (a) at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, (b) on _____, 202_, or (c) upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. After termination, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

B. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, the City's obligations under this Agreement are subject to annual appropriation by the City Council of the City. Any failure of the City Council annually to appropriate adequate monies to finance the City's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to Consultant of any failure to appropriate such adequate monies.

IX. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

X. INDEPENDENT CONTRACTOR AND LIVING WAGE REQUIREMENT

A. Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it or any one of its employees or agents is a City employee for any purpose.

B. Consultant shall compensate each and every employee or agent who performs work under this Agreement in an hourly amount that is not less than Seventeen Dollars and Forty Cents (\$17.40). Consultant shall ensure, through written contractual requirements, that any subcontractor that it may engage to perform work under this

Agreement compensates its employees and agents that perform work under this Agreement in an hourly amount that is not less than Seventeen Dollars and Forty Cents (\$17.40).

XI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Jefferson County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the City, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: Lenore Pedroza, City Clerk
1800 Harlan Street, Suite C
Edgewater, Colorado 80214

Consultant: _____

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

CITY OF EDGEWATER

Steve Conklin, Mayor

ATTEST:

Lenore Pedroza, City Clerk

APPROVED AS TO FORM:

Carmen Beery, City Attorney

CONSULTANT

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20____, by _____ as _____
_____.

My commission expires:

(SEAL)

Notary Public