



DATE: October 30, 2009

Proposal Deadline: 3:00 p.m. November 20, 2009

**TOWN OF SUPERIOR, COLORADO
REQUEST FOR PROPOSALS
TENNIS PROFESSIONAL**

I. INTRODUCTION

The Town of Superior, Colorado (“Town”) is soliciting proposals from qualified contractors to serve as the Tennis Professional for the Town’s highly successful outdoor year round tennis program.

The services specified within this Request For Proposals (RFP) are for a contractor to provide a full service tennis program that will include: competent tennis instruction for all groups and levels of play, organization and promotion of United States Tennis Association (USTA) Leagues, Colorado Association of Recreational Athletics (CARA) Youth Leagues, tennis camps, youth and adult lessons, fitness tennis classes, private and semi-private lessons, tennis clinics, tournaments, etc. The Town will enter into an agreement with the successful candidate for a period of one (1) year with the option of renewing the agreement for up to four (4) years.

II. GENERAL INFORMATION AND DEMOGRAPHICS

The Town of Superior has an estimated population of 12,000 people residing in approximately 4 square miles. The Town owns and operates four lighted tennis courts and has access to another four courts throughout the community. Recent demographics show that at least 30% of the residents participate in Town sponsored recreation programs. 541 individuals participated in tennis programs in 2006, 547 in 2008, 433 in 2008 and 556 in 2009.

Current fee structure for the tennis program ranges from \$22 for a private 25 minute session to \$175 for a six hour a day, week long summer camp. The Town handles all registrations and promotes the tennis program through various media such as activities guide, website, cable channel, etc. The Tennis Professional receives compensation at the rate of 70 - 80% of all revenues collected after reservations are paid (% is based on type of activity

and is further clarified in Exhibit A – Scope of Services and the attached contract). The current program generates over \$40,000 in revenue annually.

III. Parks, Recreation and Open Space Mission

The Parks, Recreation and Open Space Department strives to provide the community with the highest quality of life through the balance of parks, recreation and open space, the care of natural and created resources, and community events, programs and opportunities for children to participate, while maintaining the best possible customer service in the most cost effective manner.

IV. Solicitation Process

Proposals will be evaluated and ranked by a Selection Committee based upon information submitted as outlined in **Exhibit C**, Selection Criteria. A short list of contractors may be selected for further evaluation including but not limited to interviews by the Committee.

Negotiations will be held with the contractor ranked the highest by the Selection Committee on the basis of the proposals. If a tentative agreement is reached with the top ranked contractor, the recommendation will be sent to the Town Board for approval. Board approval may be subject to successful negotiation of a final agreement. The Town and the top ranked contractor will then negotiate the details of the final agreement; Board approval of the award will be obtained; the agreement will be signed; and work may begin after a fully executed agreement is received by both parties. Should the Town be unable to reach an agreement with the top ranked contractor, negotiations will commence with the next ranked contractor. This process will continue until a satisfactory contract is negotiated, or the Town exercises its right to reject all proposals. Contractor is expected to begin by January 4, 2010.

V. Conditions Of Award

It is the intent of the Town to award to the most responsive contractor provided the proposal has been submitted in accordance with the requirements of this Request for Proposals document, judged to be fair and reasonable. The Town and the Selection Committee shall be the sole judge of the contractor's qualifications, and whether the proposal is in the best interests of the Town.

The Town may conduct such investigations as the Town and the Selection Committee considers necessary to assist in the evaluation of any proposal and to establish the responsibility and qualifications of the offers and award in accordance with the Request for Proposal documents to the Town's and the Selection Committee's satisfaction within the prescribed time. The Town shall

have the right in its sole discretion to terminate the award with or without cause.

VI. Confidentiality

Proposals submitted to the Town of Superior for consideration shall be subject to the Colorado Open Records Act and Colorado Statute C.R.S. Sec 24-92-103(4) after award is made. Any confidential information in your proposal shall be identified as such. Proposals submitted and terms and conditions specified in each contractor's response shall remain the property of the Town of Superior.

VII. Amendments To This Request For Proposal

The Town of Superior reserves the right to amend this Request for Proposal by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments will be available at Town Hall and shall be the responsibility of the firm to obtain all addenda.

If revisions are of such a magnitude to warrant, in the Town of Superior's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

VIII. Questions

Written questions regarding this Request for Proposal must be addressed by November 11, 2009 in writing or via e-mail to:

Juanita Dominguez, CPRP (303)554-9005
Director of Parks, Recreation and Open Space
Juanitad@townofsuperior.com

IX. Additional Information

The Town may request additional information as deemed necessary. Failure to provide such information may result in the proposal being considered incomplete.

The Town of Superior reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept the proposal deemed most advantageous to the Town.

X. Proposal Address and Timeline

Send 1 electronic copy and 5 hard copies to: 127 E. Coal Creek Drive,
Superior CO 80027

Timeline:

- Questions – November 11, 2009
- Deadline for Proposals – November 20, 2009
- Interviews – 1st week of December 2009
- Board Approval – December 14, 2009
- Contract Start Date – January 4, 2010

Exhibit A

SCOPE of SERVICES

Tennis Professional - Year Round Full Service Tennis Program

1. Provide competent tennis instruction and coordination for all groups and levels of play at a reasonable fee for the following programs:
 - A. Youth & Adult Tennis Lessons for ages 4 years and up
 - B. Youth Tennis Teams (i.e. CARA Youth Tennis & USTA Junior League)
 - C. Adult Leagues
 - D. Youth and Adult Tournaments
 - E. Private and Semi-Private tennis lessons for ages 4 and up
 - F. Tennis Fitness Classes
2. The Tennis Pro must be a member of the United States Tennis Association (USTA), and must be certified Instructor with the United States Tennis Association. If the Tennis Pro plans to use assistants, they must be certified instructors with the USTA or equivalent experience and/or certifications *may* be substituted.
3. The Tennis Pro must provide at a minimum:
 - A. Experience as a Tennis Pro with similar activities.
 - B. United States Professional Teachers Association (USPTA) and United States Tennis Association (USTA) membership.
 - C. Previous experience as a USTA team coordinator, coaching experience or similar tennis coordination.
 - D. Experience providing diplomatic skills to foster relationships with town residents, participants and town employees.
 - E. Experience and ability to organize and implement tennis tournaments for all skill levels and abilities.
 - F. A combination of equivalent experience and/or certifications may be substituted.
4. Tennis Pro may provide services such as stringing of rackets, rental of equipment and services normally associated with tennis pro-shop operations. All such activities must be submitted in writing for approval by the Director of Parks, Recreation and Open Space for the Town of Superior or her designee. At his/her sole cost and expense Provider is responsible for insuring all related supplies and equipment and shall supply a certificate of insurance to the Director of Parks, Recreation and Open Space.

5. Organize, promote and conduct local and United States Tennis Association (USTA) sanctioned tennis tournaments/leagues and assist the Town of Superior in organizing these and related events.
6. The Tennis Pro may use up to three (3) courts for instructional services. One (1) court must remain open for public use at all times. More courts may be made available based on approval by the Director of Parks, Recreation and Open Space and/or her designee.
7. All fees will be collected by the Town of Superior Department of Parks, Recreation and Open Space. The Tennis Pro will then be paid after the Department has received an invoice from the Tennis Pro for all classes/programs held in that session within 30 days.
8. Tennis Pro and any assistants or support personnel shall provide proof that they have completed a Colorado Bureau of Investigation (CBI) check. The Town of Superior Department of Parks, Recreation and Open Space shall retain the right to prohibit anyone from working at the tennis center based on the results of the background check.
9. The Tennis Pro will provide patrons of the Town of Superior with a positive tennis experience. Patrons will be treated courteously and respectfully. The instructor shall be patient and polite when dealing with patrons regardless of the circumstances.
10. Maintenance and General Operation of the Tennis Courts
 - A. The instructor shall be responsible for notifying the Town of Superior of any maintenance related concerns that do not meet or satisfy the standards adopted and/or applied by the United States Tennis Association.
 - B. The Town of Superior shall maintain the Tennis Courts, which includes all four (4) courts, windscreens, fencing, picnic area, landscaping and irrigation.
 - C. The Tennis Pro shall be provided with a key to the facility's storage shed in which instructors may store only equipment necessary for instruction and league play. Instructors shall hold the Town harmless for any items that may be lost or damaged while stored in the shed, and instructors shall be responsible for the cost of re-keying the storage shed in the event that the instructor should lose the storage shed key.
11. The Tennis Pro will be responsible for providing all necessary supplies that are needed as part of the program/activity being organized.

12. All marketing material must follow graphic standards set forth by the Town of Superior. No signs, advertising materials, posters, and other such materials shall be posted or advertised without the written permission from the Director of Parks, Recreation and Open Space and/or her designee.
13. The Town of Superior shall promote all tennis programs through its various marketing tools. The Tennis Pro will be responsible for meeting all graphic standards and print deadlines for all programs offered.
14. The Town of Superior shall collect, register and retain a percentage of all fees that are related to tennis instruction, lessons, drills, clinics, tournament, and/or any tennis instructional activities being organized by the instructor.

**Exhibit A-1
Tennis
Winter Session (6 weeks January 6, 2010 thru February 28, 2010)**

Code	Class	Fee R/NR	Day	Time	Date	Location	Registration Deadline
101301	Youth Private Lessons	\$22-\$50	TBD	TBD	TBD	North Pool	varies
101401	Youth Semi-Private						
101300	Adult Private Lessons	\$22-\$50	TBD	TBD	TBD	North Pool	varies
101400	Adult Semi-Private						
101000A1	Tiny Tots Beginner (4-6 yrs)	\$35/\$45	W	3:45-4:10 pm	1/13-2/17	North Pool	1/9/10
101000A2	Tiny Tots Intermediate (4-6 yrs)	\$35/\$45	W	3:45-4:10 pm	1/13-2/17	North Pool	1/9/10
101001A1	Tiny Tots Advanced (4-7 yrs)	\$50/\$60	F	4:00-4:40 pm	1/15-2/19	North Pool	1/9/10
101002A1	Aces Beginner (7-10 yrs)	\$55/\$65	W	4:15-5:10 pm	1/13-2/17	North Pool	1/9/10
101002A2	Aces Intermediate (7-10 yrs)	\$55/\$65	W	4:15-5:10 pm	1/13-2/17	North Pool	1/9/10
101003A1	Slammers Beginner (11-14 yrs)	\$55/\$65	M	4:00-4:55 pm	1/11-3/1*	North Pool	1/9/10
101003A2	Slammers Intermediate (11-14 yrs)	\$55/\$65	M	4:00-4:55 pm	1/11-3/1*	North Pool	1/9/10
101004A1	Advanced Youth	\$85/\$95	Th	4:10-5:30 pm	1/14-2/18	North Pool	1/9/10
101005A1	Tournament Tough	\$85/\$95	T	4:10-5:30 pm	1/12-2/16	North Pool	1/9/10
101006A1	Competitive Player Junior	\$100/\$115	S	1:00-2:55 pm	1/9-2/27*	North Pool	1/9/10
101100A1	Starters	\$55/\$65	W	12:00-12:55 pm	1/13-2/17	North Pool	1/9/10
101100A2	Starters	\$55/\$65	T	5:30-6:25 pm	1/12-2/16	North Pool	1/9/10
101101A1	Stroke of Week	\$65/\$75	T	5:30-6:25 pm	1/12-2/16	North Pool	1/9/10
101101A2	Stroke of Week	\$65/\$75	W	12:00-12:55 pm	1/13-2/17	North Pool	1/9/10
101102A1	Singles-Strategies/Drills	\$70/\$80	Th	6:00-6:55 pm	1/14-2/18	North Pool	1/9/10
101103A1	Doubles-Strategies/Drills	\$70/\$80	Su	9:30-10:25 am	1/10-2/28*	North Pool	1/9/10
101104A1	Cardio Tennis (10 sessions)	\$96/\$106	M/W	5:15-6:10 pm	1/11-2/17*	North Pool	1/9/10
101104A2	Cardio Tennis (10 sessions)	\$96/\$106	T/Th	12:00-12:55 pm	1/12-2/11	North Pool	1/9/10
101105A1	Davis Cup Drills	\$85/\$95	T	6:30-7:50 pm	1/12-2/16	North Pool	1/9/10
101105A2	Davis Cup Drills	\$85/\$95	S	10:30-11:50 am	1/9-2/27*	North Pool	1/9/10
101202A1	Advanced Tournament (14 & older)	\$100/\$115	Su	1:00-2:55 pm	1/10-2/28*	North Pool	1/9/10
101900A1	Tennis Evaluation Youth	\$0/\$0	W	5:00-5:30 pm	1/6	North Pool	1/5/10
101901A1	Tennis Evaluation Adult	\$0/\$0	W	5:00-5:30 pm	1/6	North Pool	1/5/10

*NO CLASSES 01/16/10-01/18/10 and 2/13/10-2/15/10 North Pool Courts are located at 1650 S. Indiana St.

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Winter Session 2 (6 week session - March 3, 2010 thru April 30, 2010)

Code	Class	Fee R/NR	Day	Time	Date	Location	Registration Deadline
101301	Youth Private Lessons	\$22-\$50	TBD	TBD	TBD	North Pool	varies
101401	Youth Semi-Private						
101300	Adult Private Lessons	\$22-\$50	TBD	TBD	TBD	North Pool	varies
101400	Adult Semi-Private						
NA	Summer Junior League Sign-up Night	\$0/\$0	TBD	TBD	TBD	North Pool	varies
101610A1	Spring Break Tennis Camp	\$160/\$180	M-Th	9:00am- 3:00pm	3/22-3/25	North Pool	3/20/10
101000B1	Tiny Tots Beginner (4-6 yrs)	\$35/\$45	M	3:45-4:10 pm	3/8-4/19	Horizons	3/5/10
101000B2	Tiny Tots Intermediate (4-6 yrs)	\$35/\$45	W	3:45-4:10 pm	3/10-4/21	Horizons	3/5/10
101001B1	Tiny Tots Advanced (4-7 yrs)	\$50/\$60	F	4:15-4:55 pm	3/12-4/23	Horizons	3/5/10
101002B1	Aces Beginner (7-10 yrs)	\$55/\$65	M	4:15-5:10 pm	3/8-4/19	Horizons	3/5/10
101002B2	Aces Intermediate (7-10 yrs)	\$55/\$65	W	4:15-5:10 pm	3/10-4/21	Horizons	3/5/10
101003B1	Slammers Beginner (11-14 yrs)	\$55/\$65	M	5:15-6:10 pm	3/8-4/19	Horizons	3/5/10
101003B2	Slammers Intermediate (11-14 yrs)	\$55/\$65	W	5:15-6:10 pm	3/10-4/21	Horizons	3/5/10
101004B1	Advanced Youth	\$85/\$95	T	4:10-5:30 pm	3/9-4/20	Horizons	3/5/10
101005B1	Tournament Tough	\$85/\$95	Th	4:10-5:30 pm	3/11-4/22	Horizons	3/5/10
101006B1	Competitive Player Junior	\$100/\$115	S	1:00-2:55 pm	3/6-4/17	Horizons	3/5/10
101100B1	Starters	\$65/\$75	W	6:30-7:25 pm	3/10-4/21	North Pool	3/5/10
101100B2	Starters	\$65/\$75	W	12:00- 12:55 pm	3/10-4/21	North Pool	3/5/10
101101B1	Stroke of Week	\$65/\$75	W	12:00- 12:55 pm	3/10-4/21	North Pool	3/5/10
101101B2	Stroke of Week	\$65/\$75	T	6:00-6:55 pm	3/9-4/20	North Pool	3/5/10
101102B1	Singles-Strategies/Drills	\$70/\$80	T	7:00-7:55 pm	3/9-4/20	North Pool	3/5/10
101103B1	Doubles-Strategies/Drills	\$70/\$80	Su	9:30-10:25 am	3/7-4/18	North Pool	3/5/10
101104B1	Cardio Tennis (10 sessions)	\$96/\$106	T/Th	12:00- 12:55 pm	3/9-4/15	North Pool	3/5/10
101105B1	Davis Cup Drills	\$85/\$95	Th	6:00-7:20 pm	3/11-4/22	North Pool	3/5/10
101105B2	Davis Cup Drills	\$85/\$95	S	9:30-10:50 am	3/6-4/17	North Pool	3/5/10
101202B1	Advanced Tournament (14 & older)	\$100/\$115	Su	1:00-2:55 pm	3/7-4/18	North Pool	3/5/10
101900B1	Tennis Evaluation Youth	\$0/\$0	W	5:30-5:55 pm	3/3	North Pool	3/1/10
101901B1	Tennis Evaluation Adult	\$0/\$0	W	5:30-5:55 pm	3/3	North Pool	3/1/10

North Pool Courts are located at 1650 S. Indiana St; Horizon Tennis Courts are located at 2200 S. Tyler Dr

Exhibit B

Proposal Submittal Requirements

1. A cover letter describing your experience in reference to the position and interest in the position
2. Resume
3. List of resumes for other potential instructors
4. Certifications for all potential instructors
5. Contractor's Tennis Program Philosophy
 - a. Tennis in the Recreation Setting
 - b. Methods of Teaching/Lesson Plans
 - c. Instructor to Participant Ratios
 - d. Percentage of Time Pro will teach vs. other instructors
 - e. Training provided for other instructors
 - f. Appropriate Session Lengths
 - g. Programming vs. Open Play – How do you balance?
 - h. Pro as a representative of the Town
 - i. Customer Service
6. 5 References
7. Potential Start Date – Must be able to teach Winter Session as Attached in Exhibit A-1

Exhibit C Selection Criteria

1. Experience and Technical Competence
 - a. Qualifications of personnel
 - b. Experience in similar setting

2. Proposal
 - a. Approach to scope of services
 - b. Overall tennis program philosophy

The Town reserves the right to reject any and all Proposals and waive informalities or irregularities therein. Any Proposal received as a result of this request is prepared at the Bidder's expense and becomes Town property and is therefore public record. No Proposal may be withdrawn for a period of sixty (60) days after the deadline set for receipt of the Proposals.

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the Town of Superior, 124 East Coal Creek Drive, Superior, Colorado 80027, a Colorado municipal corporation (the "Town"), and _____, an independent contractor with a principal place of business at _____ ("Contractor") (collectively the "Parties").

WHEREAS, the Town requires services; and

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

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

Contractor 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 the Scope of Services set forth in the attached **Exhibit A**. No change to the Scope of Services, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

II. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Contractor shall receive seventy percent (70%) of the revenue received by the Town from group lessons and the Town shall retain thirty percent (30%) of such revenue. Contractor shall receive eighty percent (80%) for revenue received by the Town through private lessons, and the Town shall retain twenty percent (20%) of such revenue. For lessons that are held at the tennis courts at Horizons at Rock Creek, the Town shall pay Horizons ten percent (10%) of the group lesson fees collected first and then pay the Contractor seventy percent of the remaining revenue of the collected group lesson fees, and the Town shall retain thirty percent (30%) of such remaining revenue.

III. CONTRACTOR RESPONSIBILITY

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations.

IV. INDEPENDENT CONTRACTOR

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

V. INSURANCE

A. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:

1. Worker's compensation insurance as required by law; and
2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate naming the Town and the Town's officers, employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the Town at the Town's sole discretion.

B. Any insurance carried by the Town, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that required policies are in full force and effect.

VI. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney 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 Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

VII. TERMINATION

This Agreement shall terminate when all the work described in the Scope of Services is completed to the Town's satisfaction or upon the Town's providing Contractor with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice, the Town shall pay Contractor for all work authorized and completed prior to the date of termination.

VIII. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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

a. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that

the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

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 Boulder County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town 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 Contractor and the Town, 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 to the party at the address set forth on the first page of this Agreement.

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 Town, 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

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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 Town and its officers or employees.

J. Rights and Remedies. The rights and remedies of the Town 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 Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

EXHIBIT A
SCOPE OF SERVICES
(See pg. 5 for example)

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor does not have any employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Superior (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature:

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the Town of Superior (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2009, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public