



REQUEST FOR BID

**Parks and Open Space Landscape Maintenance Services –
Mowing, Trimming, and Landscape beds maintenance**

Project Number: 211751-540900

**A MANDATORY PRE-BID CONFERENCE WILL BE CONDUCTED
IN PERSON AT 9:30 AM, TUESDAY AUGUST 6, 2024.**

Meeting location enclosed. See 'Invitation to Bid'

**BIDS WILL BE ACCEPTED UNTIL
AUGUST 23, 2024, AT 3:00PM**

Note: Proposals should be submitted electronically via email to the
Enclosed Parks & Recreation Department Contacts

City of Louisville | Parks, Recreation & Open Space
749 Main Street Louisville, CO 80027
PH: (303) 335-4735 www.louisvilleco.gov

INVITATION TO BID

The City of Louisville (City) Department of Parks, Recreation and Open Space is inviting bids from highly qualified contractors to perform **mowing, trimming, and landscape maintenance services on city designated Parks and Open Space properties**. Work will include mowing per established frequency, trimming at established frequency, and landscape bed maintenance, as designated by the city. Contractors are requested to provide a comprehensive bid which includes all aspects of the work.

Digital copies of the Bidding Documents will be available after **July 23, 2024** through the department office, on-line via the Rocky Mountain Bid System and on the City's website: <https://www.louisvilleco.gov/doing-business/bidding-opportunities-requests-for-proposals>

A mandatory pre-bid meeting will be held in person on **August 6, 2024, at 9:30am** at City of Louisville, City Services building, 739 S. 104th Street, Louisville, Colorado 80027

Bids will be accepted electronically by the department until 3pm MST on August 23, 2024. See contact information for email addresses. The City of Louisville is an Equal Opportunity Employer.

Note: Project scope, specifications, and maps will be available following the pre-bid conference to be held on August 6, 2024.

PROJECT SUMMARY

This project is for mowing, trimming, and weed management on designated Parks, Open Space, and Right of Way locations throughout the City of Louisville. The selected contractor will annually, field review all locations with Parks and Open Space staff to comply with mowing, trimming, and weed management. The selected contractor will be required to use battery operated 10 horsepower (and under) equipment to comply with Colorado Regulation 29 during the designated months as determined by the State of Colorado Department of Environment Health. The designated areas can be found in **Exhibit C**. The selected contractor will be available to start designated operations as early as February 15th of each year of the contract.

SCOPE OF WORK

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

- Approximately 25 acres bluegrass mowing and trimming, 70 acres of Park designated unirrigated natural area, and estimated 104 acres, of perimeter Open Space acres.
- Areas for mowing, trimming, and weed management vary in size and are identified in the scope of work found in **Exhibit C**.
- The contractor is required to necessary mowing, trimming, and weed management equipment to support maintenance at designated locations adhering to the Technical Specification that can be found in **Exhibit D**.
- The selected contractor will be responsible for adhering to Colorado State Regulation 29 that all 10 horsepower (and under) equipment be electric during the designated months by Colorado Department of Environmental Health.
- Mowing, trimming, and weed management operations to be performed minimizing impact to traffic, residents and commercial properties.
- The contractor is responsible for any Right of Way permit needed, posting and updating closure/ safety signage throughout the designated mowing, trimming, and weed management operations, communicating updates to designated city staff.
- Contractor selected must have necessary equipment to maintain the mowing locations and designated heights of cut, in **Exhibit C**. Contractor should be prepared to supply necessary items to support the designated areas as defined in **Exhibit C**.
- The contractor will be responsible for all clean-up during mowing, trimming, and weed management operations. Care shall be taken to prevent discharge of grass clippings into storm drains or on any paved surfaces such as streets, sidewalk/ trails, driveways, or adjacent properties.
- Complete the 12' perimeter mowing (identified as the red line work) on Open Space map found in **Exhibit C**
- 30' perimeter mowing and/or from bordering fence line to trail edge (identified as purple line work) on the Open Space map found in **Exhibit C**.
- Contractors must indicate if weed whips are needed to complete the requested services for Open Space areas prior to weed whipping.
- All Open Space work is to be complete by the dates as follows: round 1 by 6/25/2025, round 2 by 8/13/2025, and round 3 by 10/15/2025. City may adjust timeline based on weather.
- All mowers and crews are to have fire extinguishers with all equipment and vehicles. As to prevent any possible hazards in the field.
- To ensure uniform bidding, please use the enclosed bid form. Bid form will be provided with plans and specifications following the pre-bid conference.

ANTICIPATED SCHEDULE / KEY DATES

Daily Camera Submission.....	3:00 p.m. July 22
First Publication	July 24
Rocky Mountain E- Purchasing	July 25
Second Publication.....	Aug 2
Mandatory Pre-Proposal Meeting (In Person)	9:30am Aug 6
Inquiry Deadline.	10am Aug 12
Inquiry Response Deadline	Aug 19
Proposals Due.....	3pm Aug 21
Bid Opening & Department Review	Aug 23
City Council Review	Sept 13
City Council Meeting	Sept 17
Notice of Award	Sept 18
Notice to Proceed, Bonds, Insurance, etc.	Sept 18
Construction/Installation/Site Restoration - Substantial Completion.....	February 1, 2025
Final Project Completion.....	December 29, 2027

SELECTION PROCESS AND CRITERIA

The following criteria will be used to evaluate all proposals:

- The contractor's interest in the services which are the subject of this RFB, as well as their understanding of the scope of such services and the specific requirements of the City of Louisville.
- The reputation, experience, and efficiency of the contractor.
- The ability of the contractor to provide quality services within time and funding constraints.
- The general organization of the proposal: Special consideration will be given to submittals which are appropriate, address the goals; and provide the requested information in a clear and concise format.
- The contractor's ability to operate alternative fueled sourced equipment (biodiesel, compressed natural gas (CNG), propane, electric, or other cleaner energy sources) in adherence to the Colorado Department of Public Health and Environment designation periods, adhering to Colorado Regulation 29.
- Such other factors as the City determines are relevant to consideration of the best interests of the City.

PERIOD OF SERVICE

The Respondent Team should be available to begin work per the above scheduled dates upon approval of their proposal. Any foreseen limitations and/or conflicts impacting the proposed project schedule should be noted as a part of the respondent's submission.

BUDGET, COMPENSATION & PAYMENT

Payment for the Contractor services will be based on a lump sum proposal to include the scope of services identified in this request. The lump sum proposal shall include costs for all overhead, profit, deliverables, travel and other expenses incidental to the project. Payments will be made on a monthly basis upon receipt and acceptance of an invoice indicating the services for which payment is due. Each invoice shall be itemized by description/ area, quantity, unit of measure, unit price, and amount. Invoicing shall be separated into Parks designated locations and Open Space designated locations*. Hourly rates and unit pricing schedules shall be included in the contract for possible additions or deletions to the services. The selected Contractor will be required to enter into an agreement with the City. The City's standard independent contractor agreement is attached for reference.

*Completed mowing services are to be billed by actual completed square footage, with any inoperable or incomplete areas square footage to be subtracted from estimated quantities provided above. All invoices provided to the City are to clearly identify Open Space specific charges as "Open Space Mowing". This is to include any additional services and weed whipping charges as well.

STANDARD TERMS AND CONDITIONS

Contractor should be aware of the following terms and conditions what have been established by the City of Louisville:

- The request for bid is not an offer of contract. The provisions in the RFB and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals.
- The City of Louisville reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, and to re-solicit proposals.
- The City of Louisville reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFB process.
- All submittals become the property of the City, a matter of public record and will not be returned. Proprietary information included in submittals must be clearly identified and will be protected, if possible. Unit pricing and total cost information will not be considered proprietary.
- The City has the right to use any or all ideas presented in response to this invitation to bid. Disqualification of the respondent does not eliminate this right. The City reserves the right to select the proposal that is most advantageous to the City, even if it is not the least expensive.
- No Bid may be withdrawn within a period of sixty (60) days after proposal submission deadline.
- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City. A sample contract is enclosed.

REQUIRED SUBMITTALS

One digital copy (single PDF file preferred) should be submitted to the enclosed contacts prior to the Proposal Deadline. Proposals should include the following and, in the order, given:

1. Letter of Interest
 - a. Provide a letter of introduction stating the Contractor's interest and reflecting an understanding of the proposed scope of services. The letter must be signed by an authorized agent for the Contractor.
2. Capabilities & Experience
 - a. Provide a review of your qualifications and include three (3) examples of past or present work which best demonstrate your ability to successfully complete the proposed services. Focus, to the greatest extent possible, on projects similar to the scope of services herein.
 - b. Please provide photos or renderings to illustrate examples of present work.
3. References
 - a. Provide three (3) Client references (including contact person and phone number) for projects of similar size/scope which reflect your ability to successfully execute the proposed services.
4. Fee Proposal & Schedule
 - a. The proposed total, not-to-exceed fee for services per the bid form to be provided with the plans and specifications.
 - b. Provide a proposed project schedule including start and finish dates, along with applicable milestones. A graphic representation (i.e. Gantt chart) is preferred.
5. Required Forms
 - a. Signed Form - Disclosure Statement (Exhibit A)
 - b. Schedule of Subcontractors

BID SECURITY

Each Bid must be accompanied by a Bid security consisting of a properly Certified Check, Cashier's Check, or Bid Bond, in the amount of five (5) percent of BIDDER'S Total Bid Price, without conditions, payable to the City of Louisville. Bid security will be retained by the City until the seventh day after the Effective Date of the Agreement whereupon Bid security furnished by such Bidder's will be returned. Bid security with Bids, which are not competitive, will be returned within fourteen days after the Bid opening. No Bid will be considered unless accompanied by such Bid security.

The successful BIDDER will be required to furnish a performance bond and a labor and material payment bond to the City of Louisville each in an amount at least equal to the Contract Price guaranteeing faithful performance and the payment of all bills and obligations arising from the performance of the Contract.

INQUIRIES

Prospective respondents may make written inquiries by email prior to the inquiry deadline. Inquiries will also be accepted at the pre-proposal meeting. An addendum will be released to all pre-bid meeting attendees with any required clarifications, revisions and/or associated documents prior to the inquiry response deadline. Inquiries should be sent via email to the contacts listed below.

SUBMISSIONS & CONTACT INFORMATION

Proposals will be accepted until 3pm MDT on the Proposal Deadline listed above. Late proposals will not be accepted. *Please keep submissions to 10mb or less.*

Proposals shall be submitted electronically via email to the contacts below:

Abby McNeal, CSFM CPRP
Parks Superintendent | Parks, Forestry, Athletic Fields & Cemetery
amcneal@louisvilleco.gov

AND

Kayla Corcelli
Administrative Assistant | Parks and Open Space
KCorcelli@louisvilleco.gov

**EXHIBIT A
Disclosure Statement**

Vendor must disclose any possible conflict of interest with the City of Louisville including, but not limited to, any relationship with any City of Louisville elected official or employee.

Your response must disclose if a known relationship exists between any principal of your firm and any City of Louisville elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response.

Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

- NO KNOWN RELATIONSHIPS EXIST
- RELATIONSHIP EXISTS (Please explain relationship)

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

_____ Printed or Typed Name	_____ Title
_____ Signature	_____ Date

**EXHIBIT B
EXMAPLE of PRICING SCHEDULE**

PROJECT: PARKS AND OPEN SPACE LANDSCAPE MAINTENANCE SERVICES- MOWING, TRIMMING, AND LANDSCAPE BED MAINTENANCE - VARIOUS LOCATIONS
OWNER: CITY OF LOUISVILLE, COLORADO

PROPOSAL GUIDELINES

1. For assistance in preparing the RFP, attached is the "City of Louisville Mowing, Trimming, and Weed Management Maps". Maps depict locations specified for the services.
2. The City requests that proposals be received in unit cost pricing, as quantities may vary overtime.
 - a. In quoting unit cost pricing, the City suggests categorizing based on units shown on the "City of Louisville Mowing, Trimming, and Weed Management Maps". An example of pricing schedule is shown below.
3. All pricing included maintenance – mowing, trimming, and weed control, and all materials needed to perform these tasks.
4. Provide pricing for locations as listed
5. Use attach maps to visit and review locations

**PARK DESIGNATE PRIORITIZE
 (Per map definition)**

Unit/ Description	Unit	Quantity	Unit Price	Quantity Cost	Extension	Total Cost
Bluegrass Areas <i>(weekly maintenance including weed management)</i>	SF	622,998*			28 Times/ Cycle	
Cemetery Bluegrass Mowing <i>(weekly maintenance includes trimming and weed control)</i>	SF	362,539*			28 Times/ Cycle	
Weed Control <i>(weekly maintenance)</i>	SF	383,254*			28 Times/ Cycle	
Parks Unirrigated Natural Area Perimeter Mowing <i>(Bi-Monthly maintenance including weed control)</i>	LF	57,768*			14 Times / Cycle	
Parks Unirrigated Natural Area Mowing	SF	2,881,002*			8 Times/ Cycle	

<i>(Bi-monthly maintenance includes weed control)</i>						
3 X Perimeter Mowing (Right of Way) (Dillon Rd HWY 36, 96 St. mow to fence or ditch line)	LF	37,659*			3 Times/ Cycle	

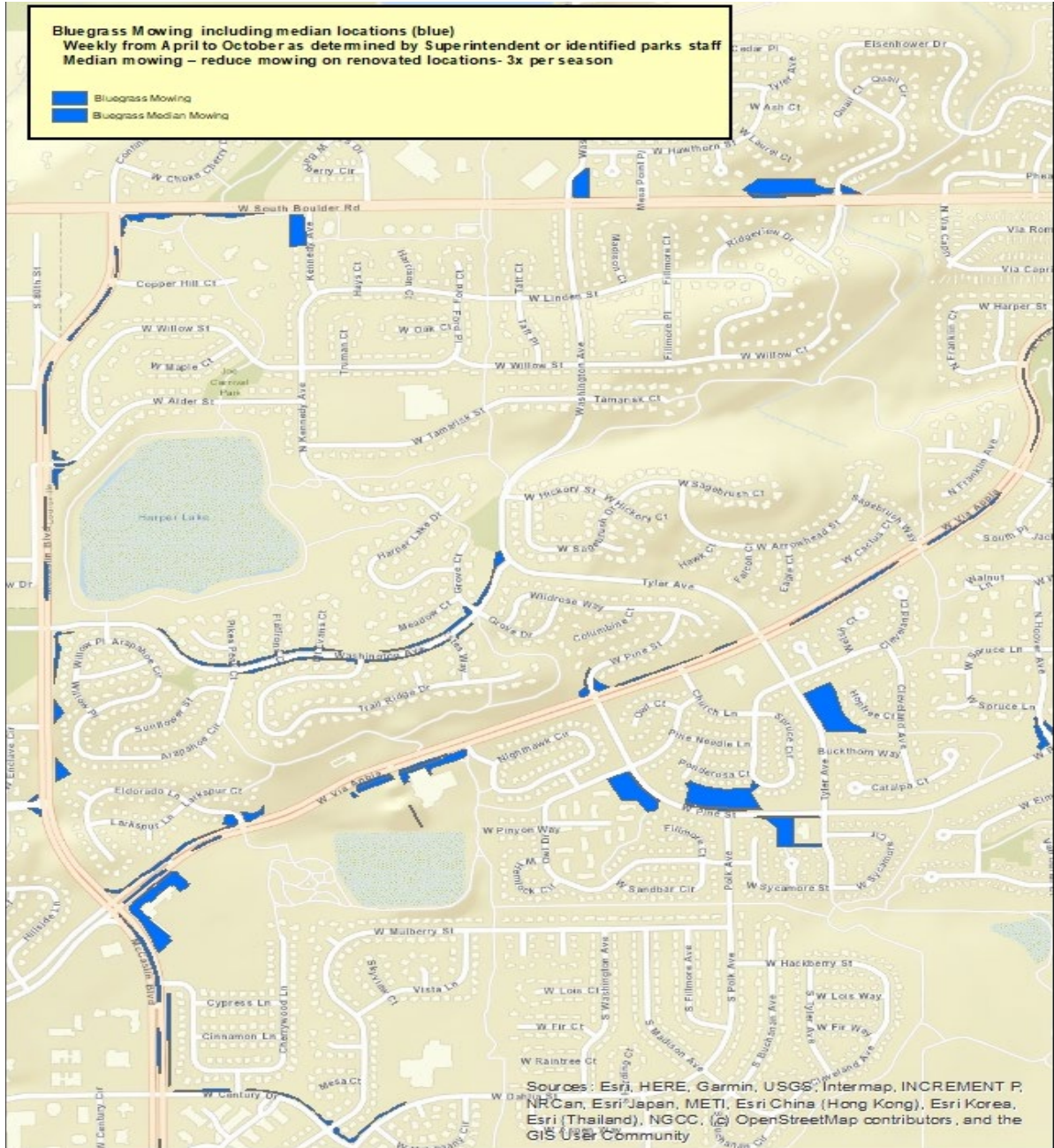
* Contractor is responsible for field verification of estimated square and linear footage.

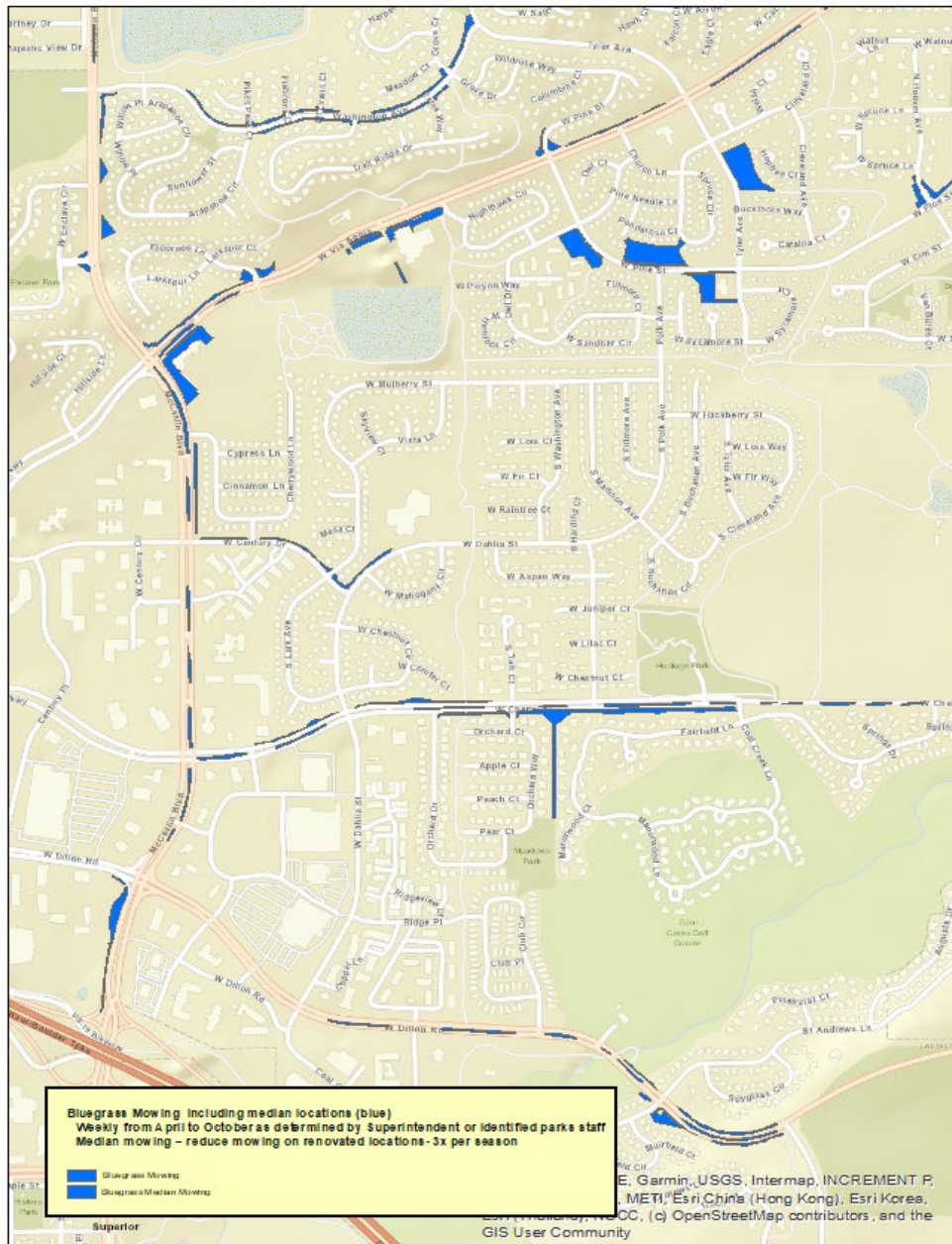
OPEN SPACE LOCATIONS

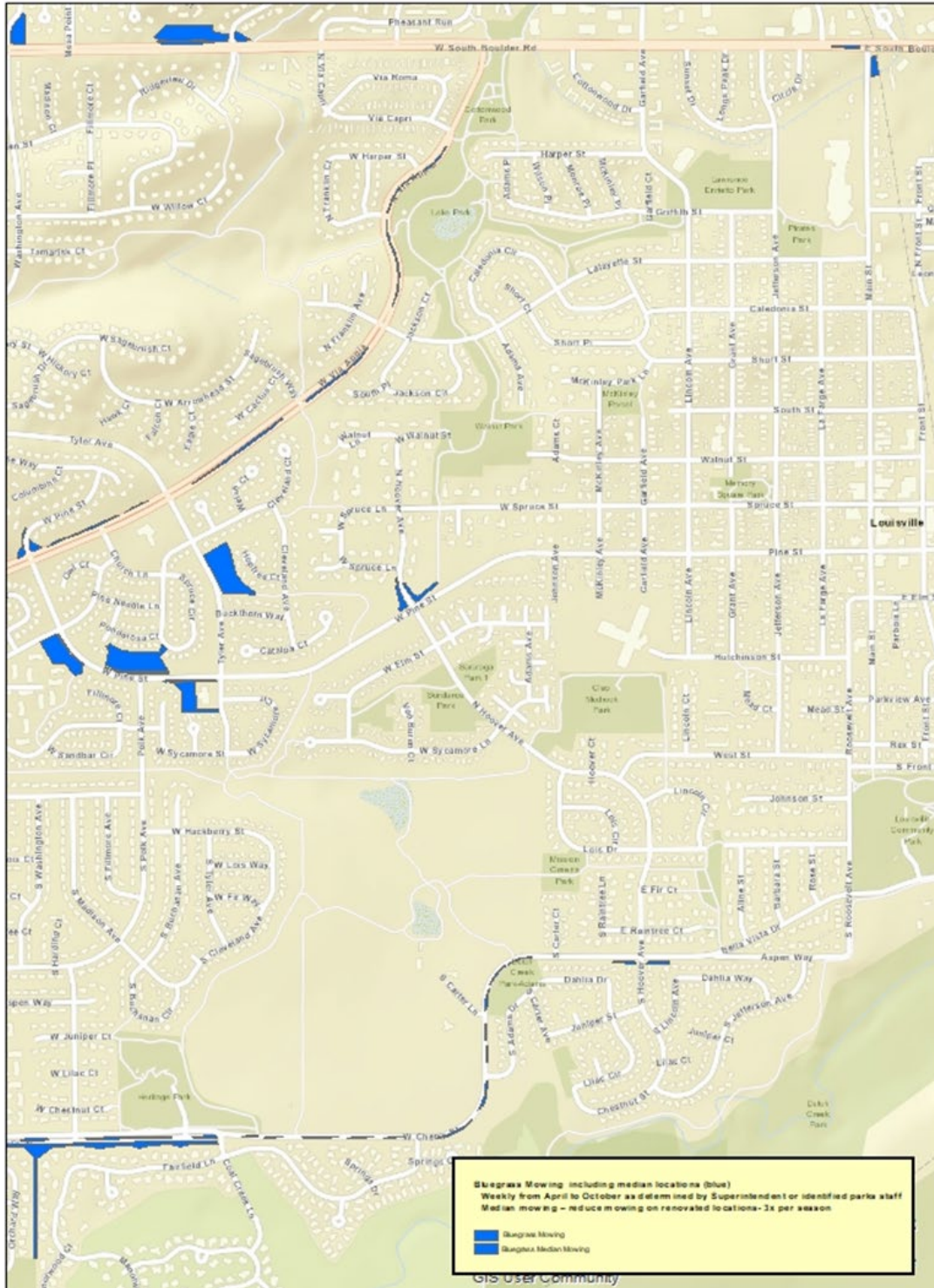
Unit/ Description	UNIT	QUANTITY (1 Time/Cycle)	UNIT COST	QUANTITY COST	EXTENSION	TOTALCOST
Mow the entirety of the 12' perimeter mowing identified by red lines on Open Space map in Exhibit C	SF	925,704*			3 Times/ Cycle	
Mow the area at a width of 30' or to trail edge from fence line. Area is identified by the purple on Open Space map in Exhibit C . Contractor is responsible for final measurements.	SF	590,503*			3 Times/ Cycle	
String Trimming in areas with terrain inaccessible by mowers	SF				3 Times/ Cycles	
Additional/Alternative Services: A tentative additional round of all identified services at the Open Space department's request.	SF	1,516,207+			Tentative 1 Time/ Cycle	

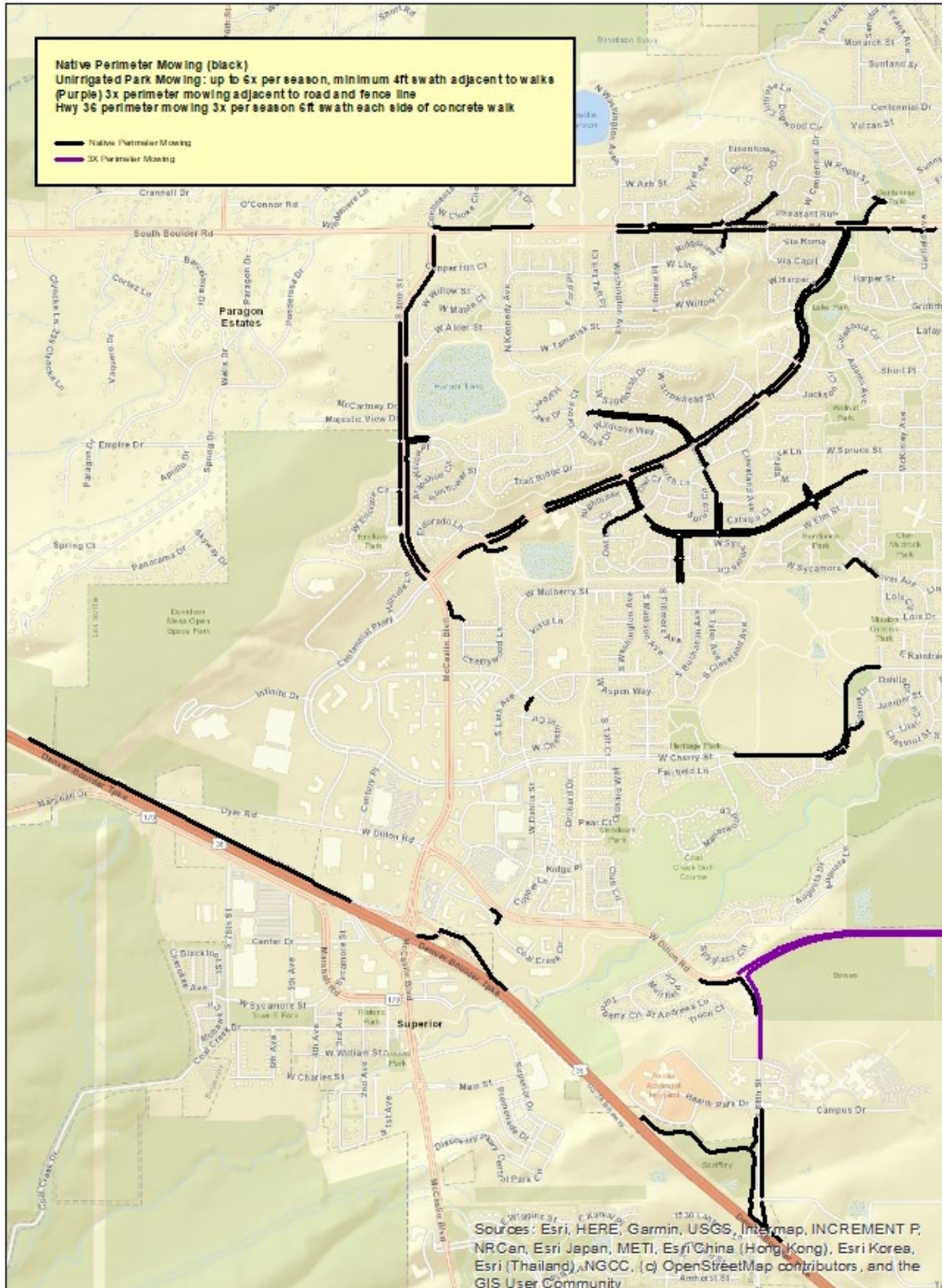
*Contractor responsible for field verifying estimated square footage
All work is to be complete by the dates as follows: round 1 by 6/26/2024, round 2 by 8/14/2024, and round 3 by 10/9/2024. City may adjust timeline based on weather.

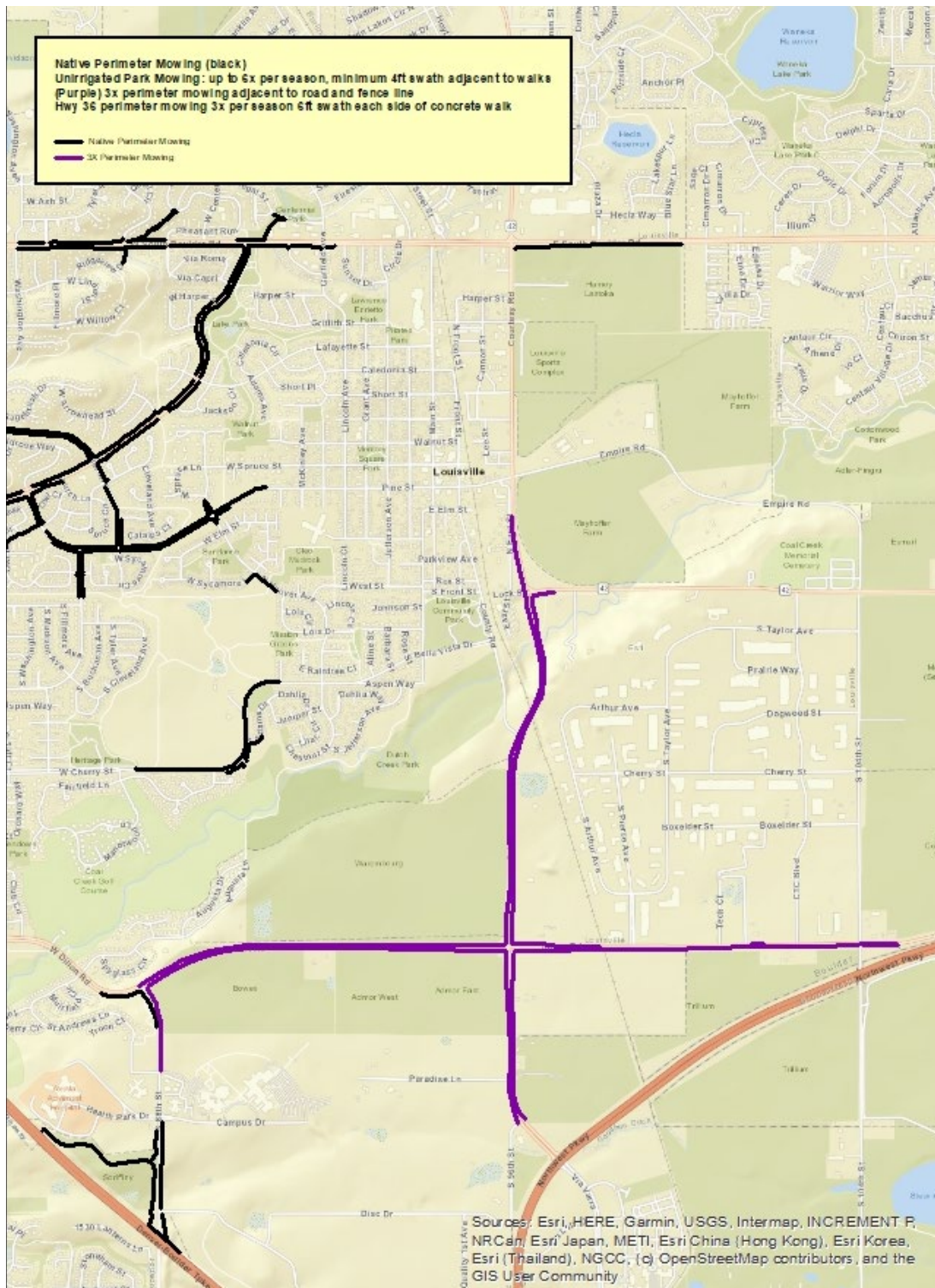
**EXHIBIT C
Parks Maps**

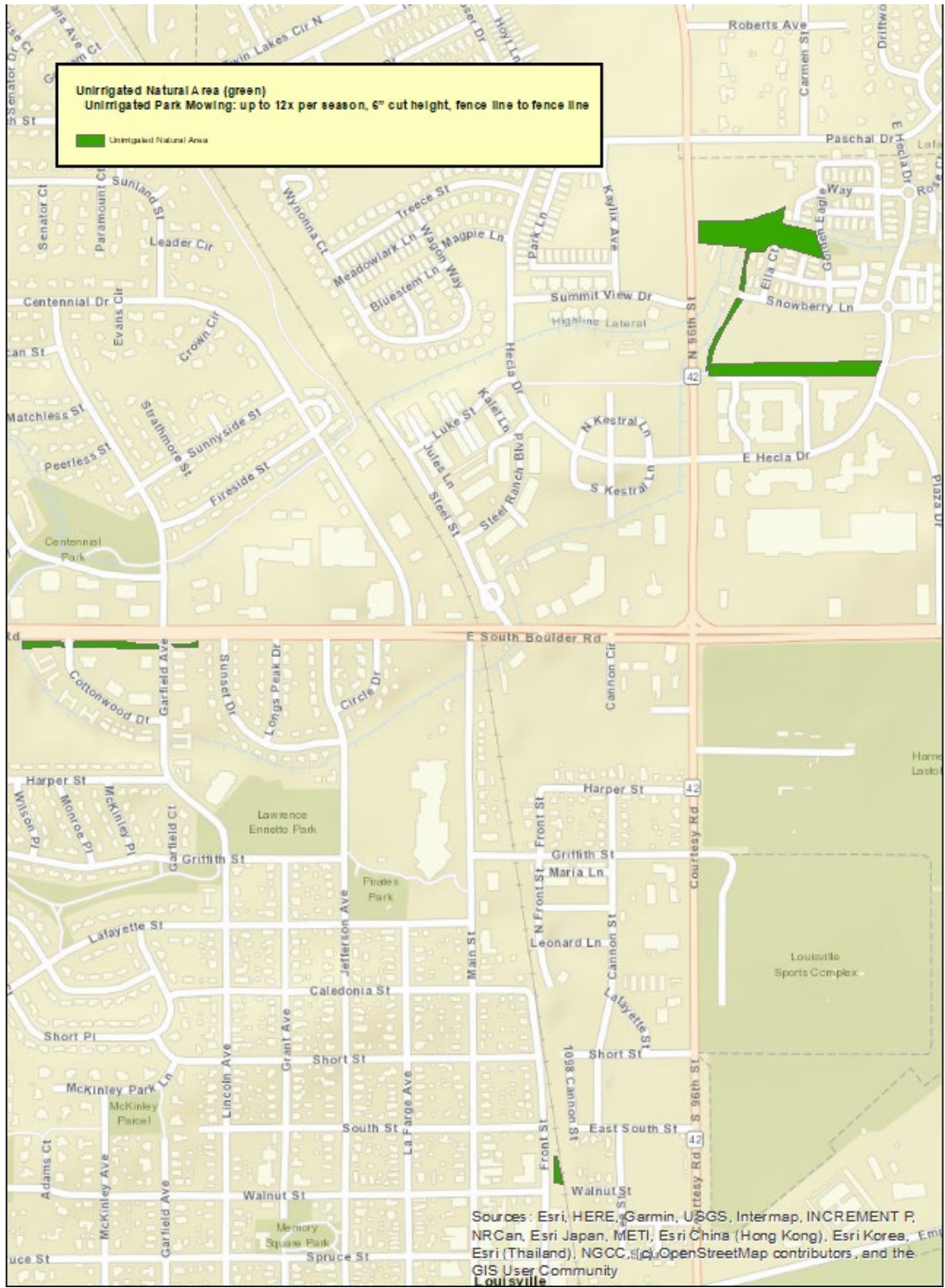


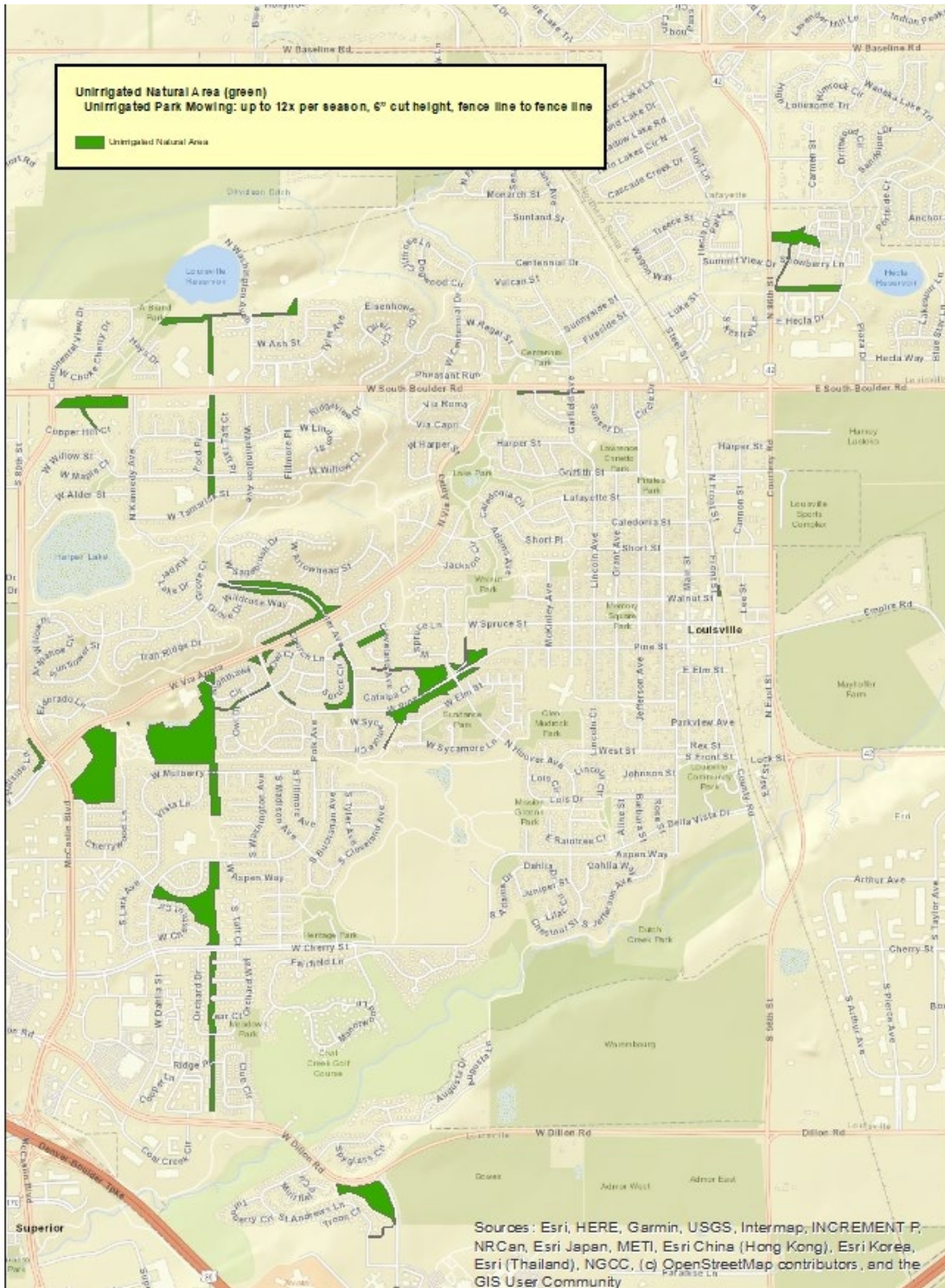






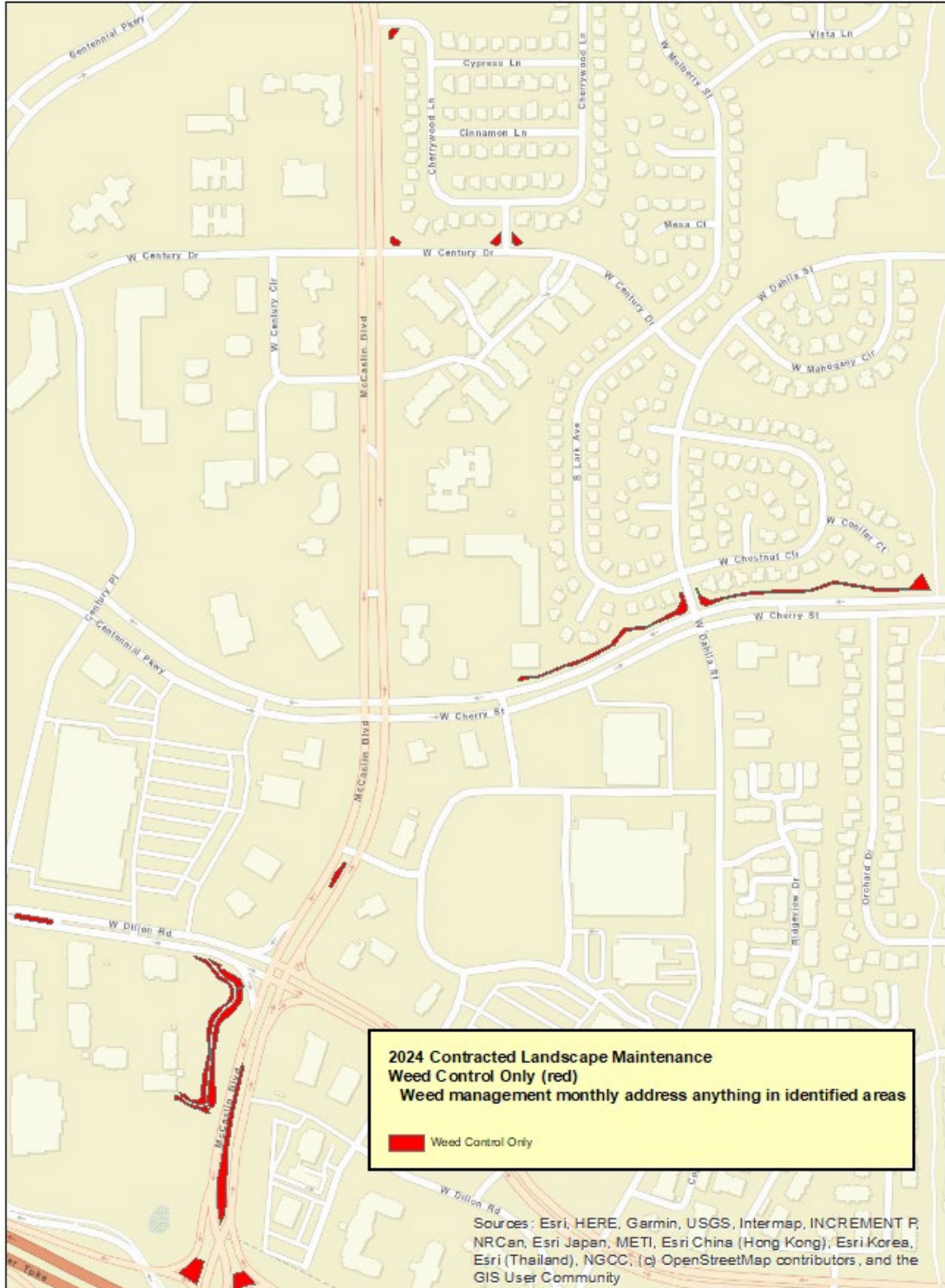


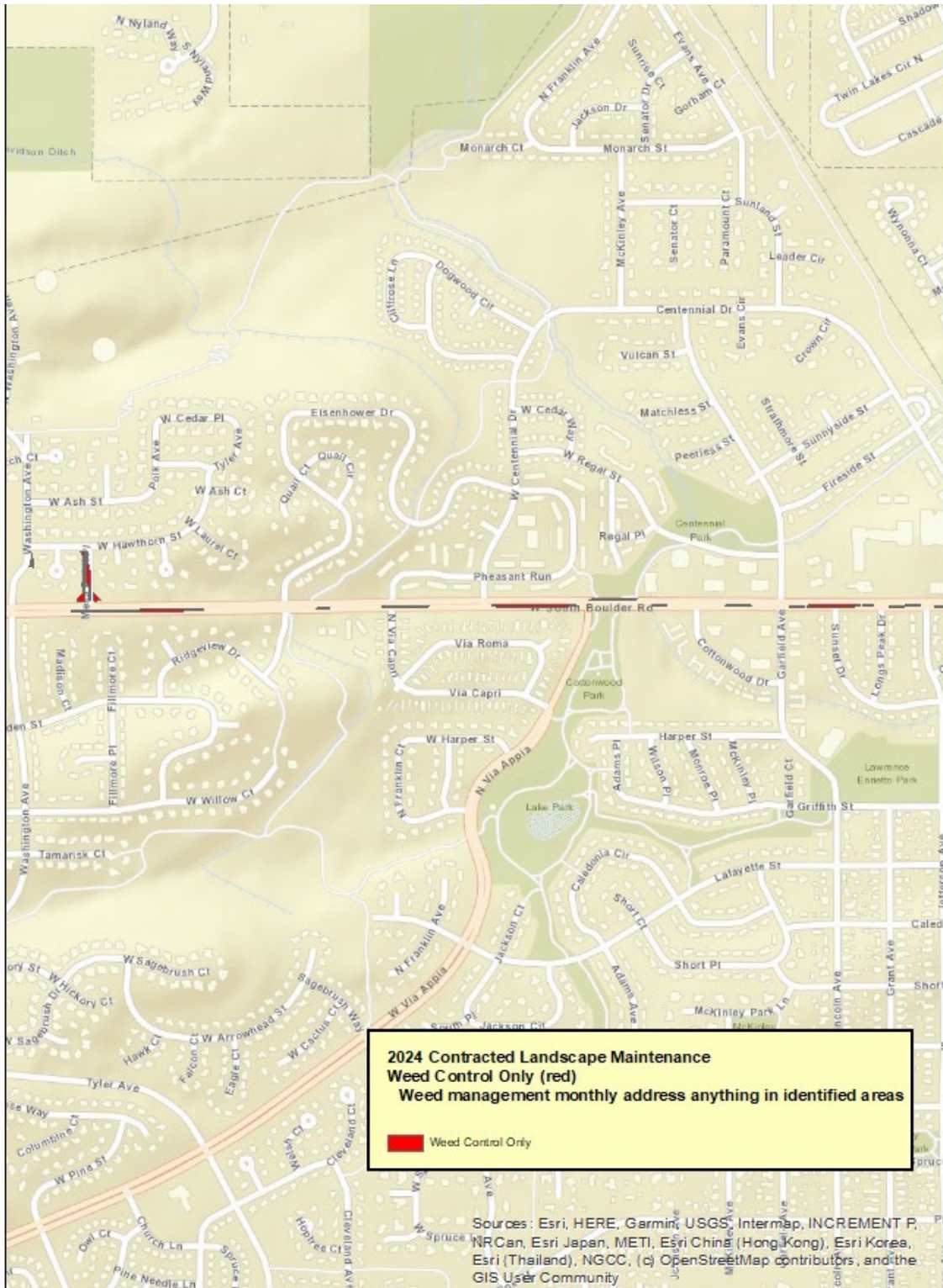


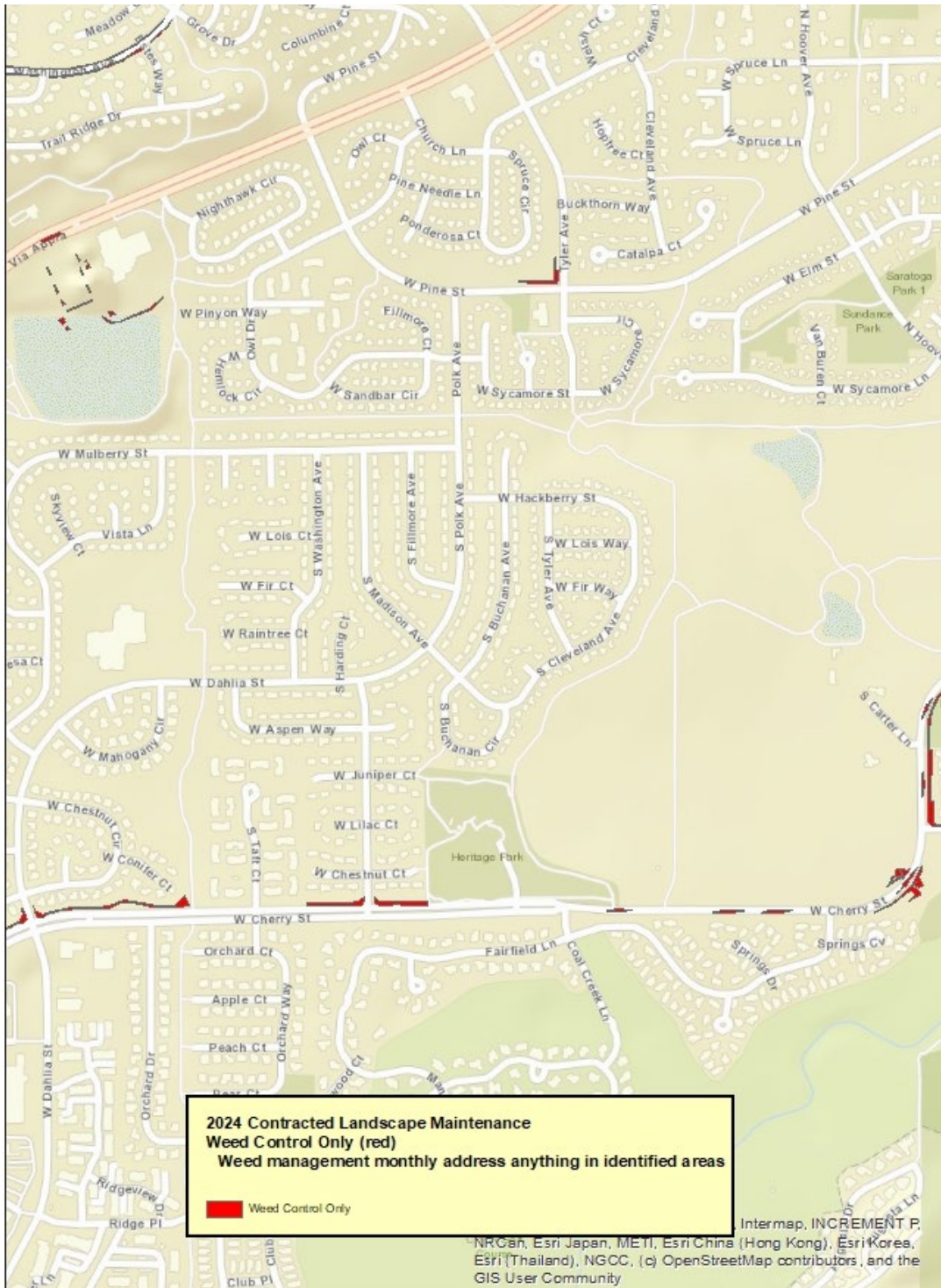


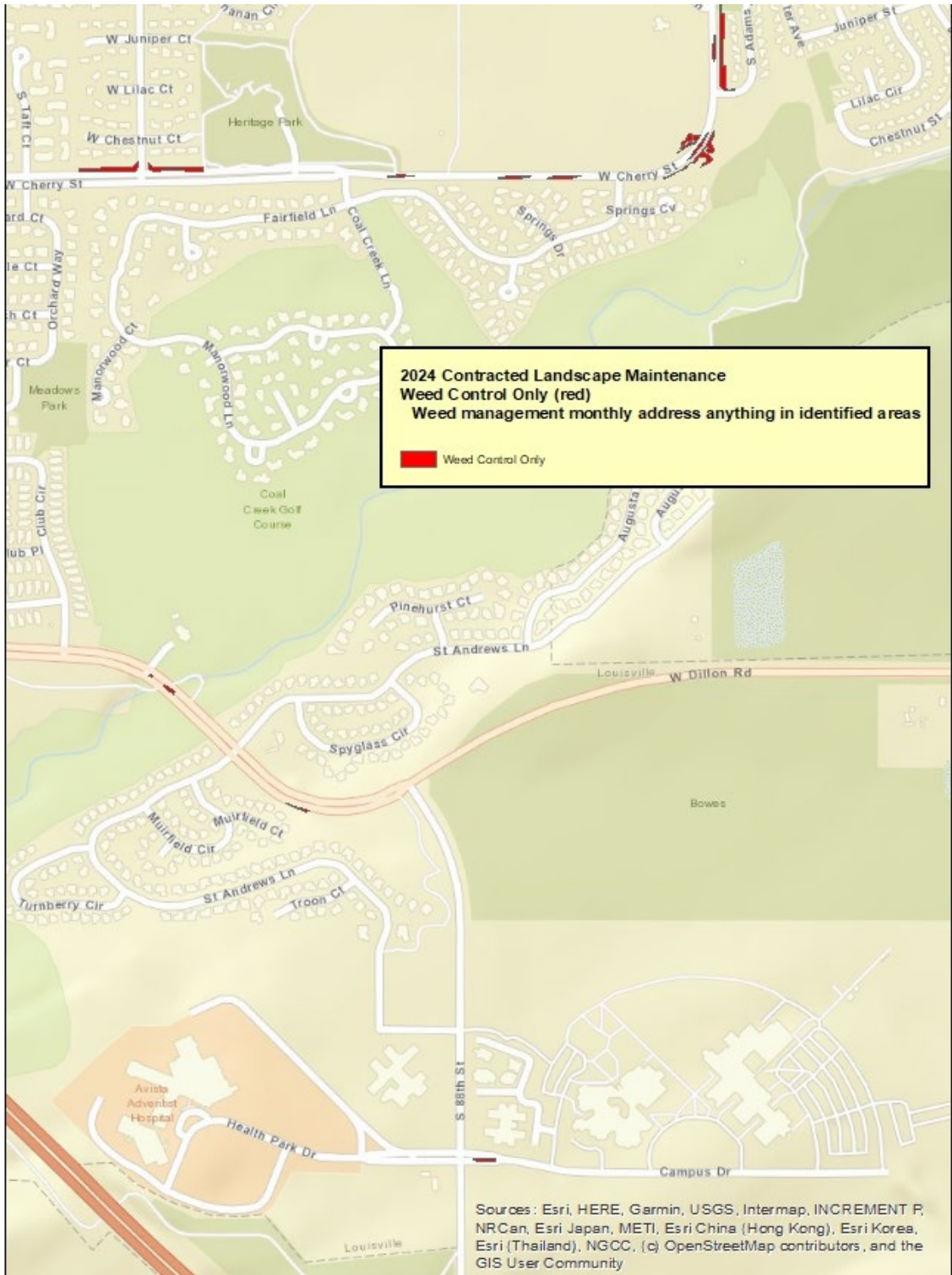






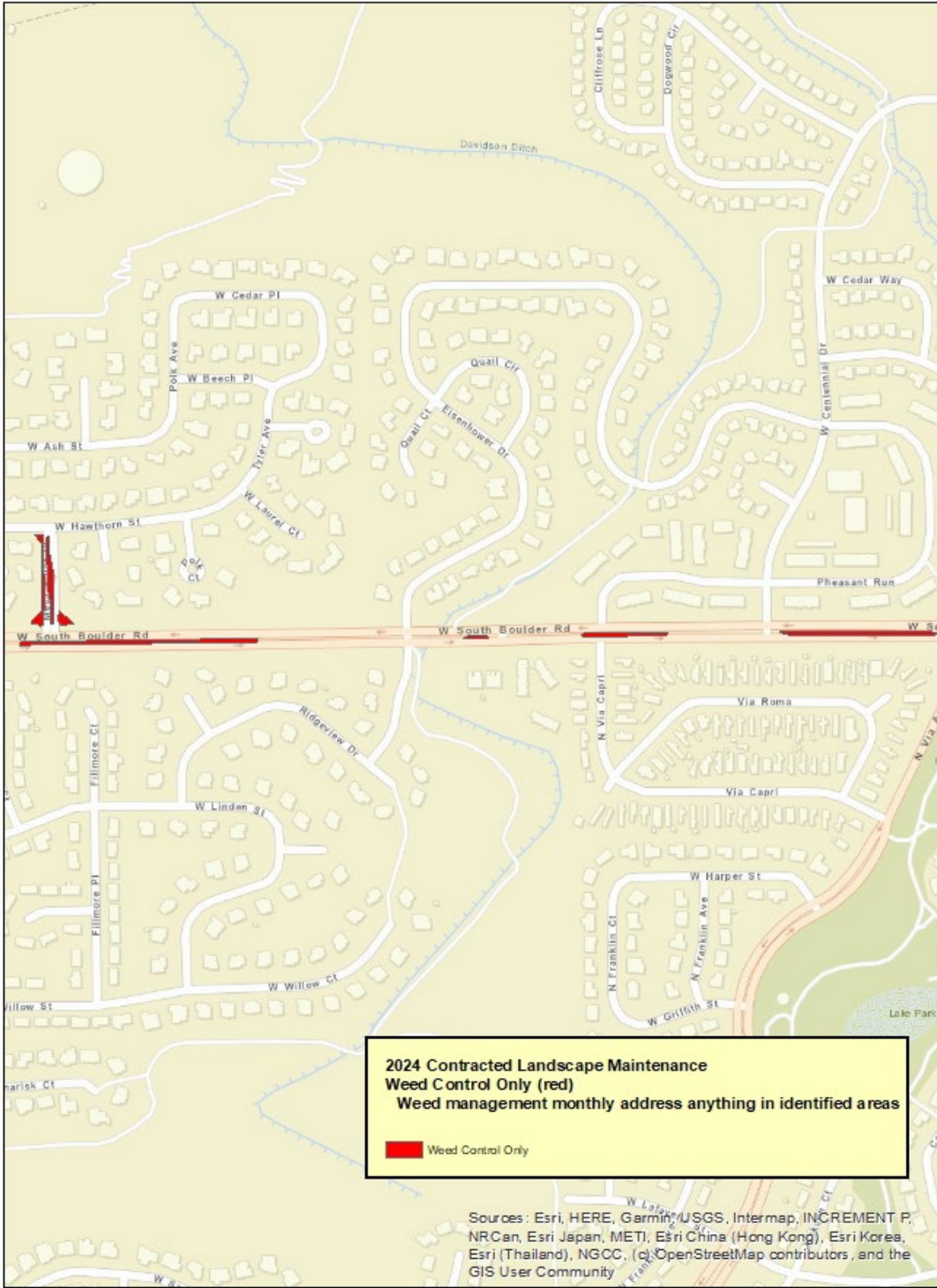


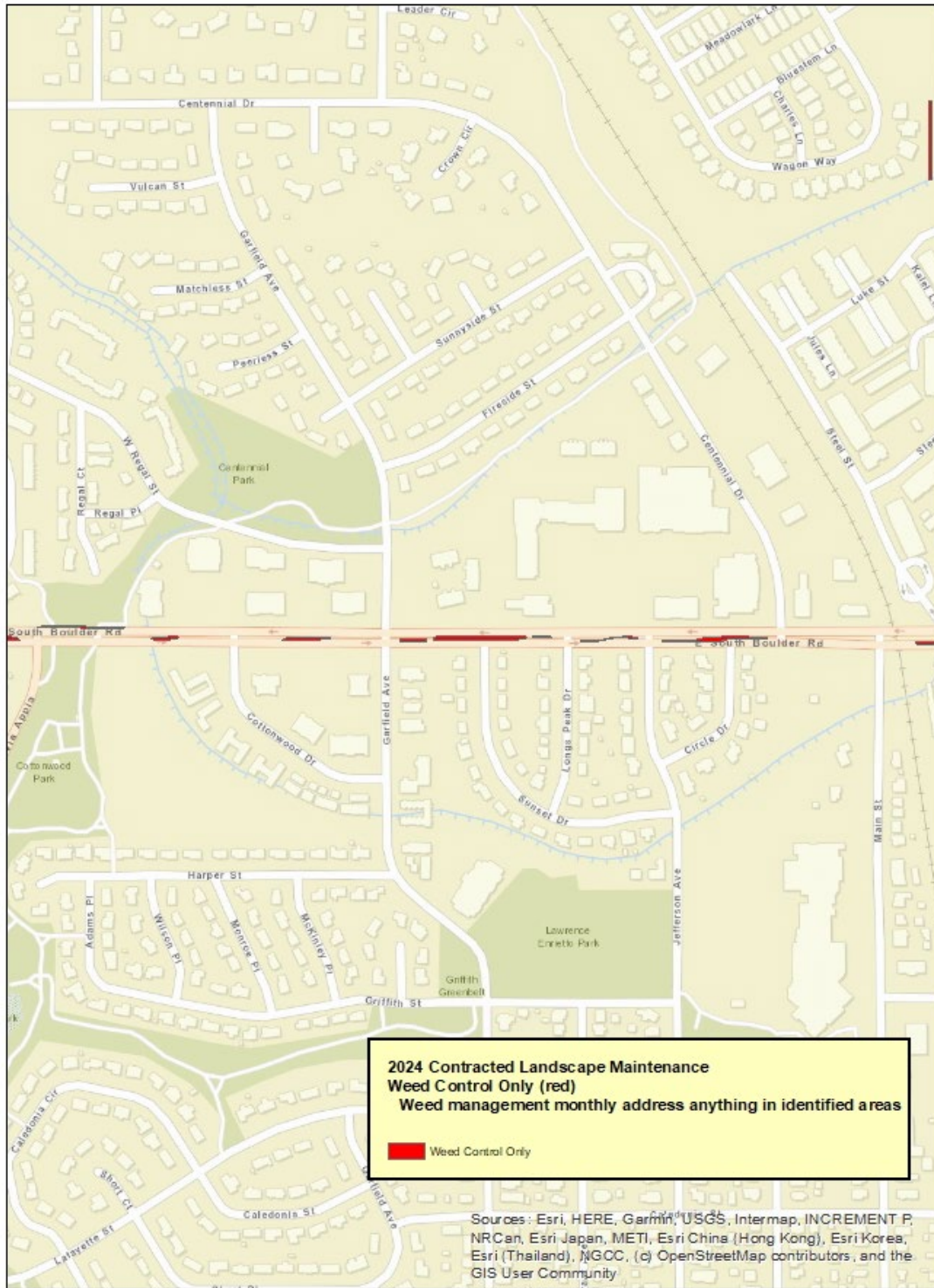


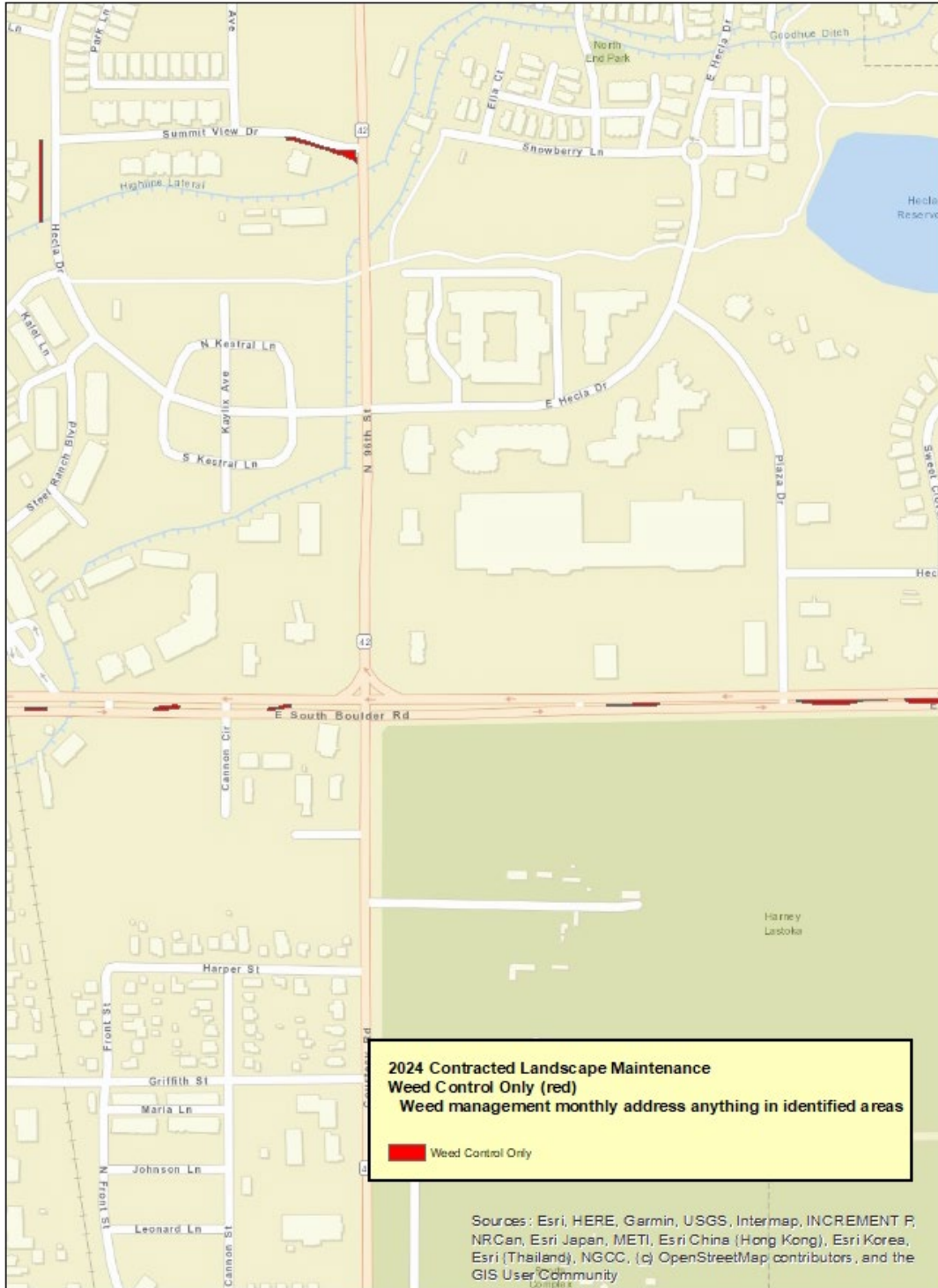












Open Space Maps

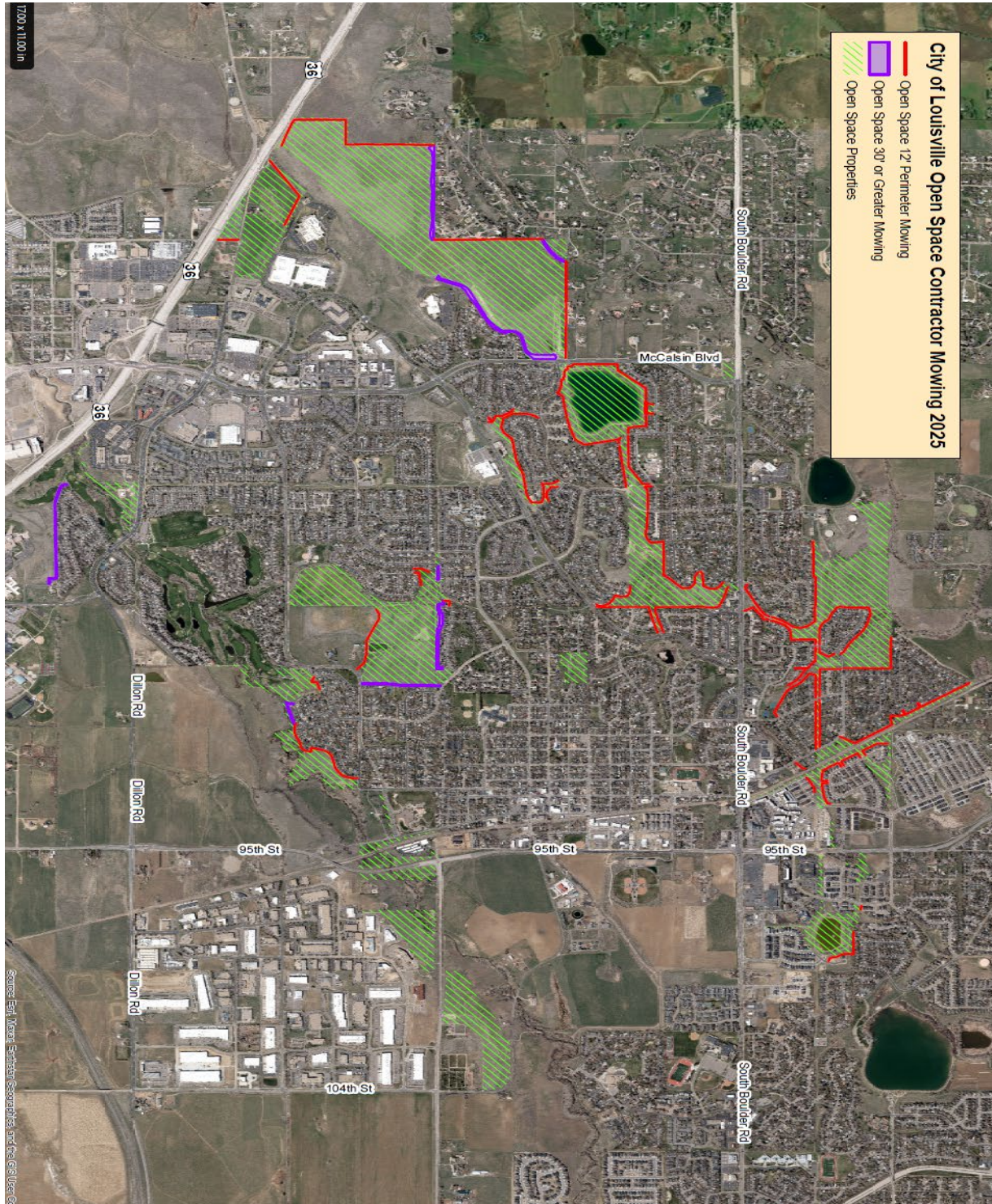


EXHIBIT D
TECHNICAL SPECIFICATIONS

SECTION 1 - General

The Contractor shall provide regular landscape maintenance services for the locations described and awarded in the bid schedule and locations maps as set forth in these technical specifications based on unit pricing as set forth in the Bidder's Bid Proposal.

SECTION 2 – Bluegrass Areas (Irrigated Turf, Which Includes: Medians, Parks, Cemetery, Trails, etc.)

1.0 Mowing and Trimming

1.1 Turf areas will be mowed and trimmed weekly. Turf areas will be mowed and trimmed between April and October. All mowing is to be completed Monday through Friday.

1.2 All mowing will be done to a height of three (3") inches during each week of the contract period. The City of Louisville reserves the right to change the mowing height as deemed necessary due to drought or other present conditions. Turf shall be cut and trimmed at least once every seven (7) days, or as required to maintain an even, well-groomed appearance. A mowing schedule must be submitted prior to the start of the mowing season. Variations to the specific mowing schedule must be approved by the City of Louisville's Parks Superintendent. If the mowing schedule is interrupted by adverse conditions, including but not limited to rain, the site will be mowed two times the following week to maintain a reasonable turf height.

1.3 Pattern mowing is required at all sites. Directions of patterns will be approved by the Parks Superintendent.

1.4 The Contractor is encouraged to use mulching mowers, cutting clippings into small pieces that sift down into the lawn. Excessive clippings that accumulate on the turf will be removed by the Contractor. Sweeping of all turf areas is not necessary, but piles and swaths of excessive clippings must be removed and disposed of off-site. The Parks Superintendent will determine when clippings are excessive.

1.5 All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blade of grass.

1.6 Rotary walk-behind or riding mowers are required for mowing. Mowers and trimmers must be operated in a safe and orderly manner. All mowing and trimming

equipment must be in good working condition (including all safety features). All equipment shall be subject to approval by the City of Louisville's park staff.

1.7 Turf shall be cut in a professional manner so as not to scalp turf or leave uncut areas. Care shall be taken to prevent discharge of grass clippings onto any paved surfaces such as streets, sidewalks, driveways, or adjacent properties. Any material so discharged shall be removed immediately. If the Contractor fails to clean up debris, the Contractor will be charged for all cleanup costs involved.

1.8 The Contractor shall remove all trash and litter from the entire site prior to initiating any mowing of the turf area. Trash and litter shall be hauled from site.

1.9 All trimming shall be done using a string trimmer. Trimming includes trees, plants, shrubs, utility poles, light standards, sign posts, delineators, guardrails, fences or other appurtenances which are part of the park.

1.10 All trimming must be accomplished concurrently with the mowing operation and be done at the same height as the adjacent turf (three inches).

1.11 Special care shall be taken while trimming so as not to inflict damage to the bark of the trees, fence posts or boards, signs, etc.

2.0 Edging

2.1 All sidewalks, curbs, walkways and other hard surfaces will be mechanically edged using a metal blade once every twenty-eight (28) days. In addition, curb lines shall be edged as necessary to maintain a well-groomed appearance. All materials dislodged by edging will be removed from the site.

3.0 Weed Control

3.1 For purposes of this document, a weed is defined by any unwanted plant material as determined by the Parks Superintendent.

3.2 Suckers are classified as weeds. Adventitious sucker growth from trees in tree wells shall be removed weekly – using pruning shears – pruning shears will be sterilized with isopropyl alcohol or an approved disinfectant between cuts. Chemically treating suckers is not allowed.

3.3 Currently, the use of glyphosate or 2,4-D is not permitted on Parks and Right of Way properties and will not be approved for any treatment needs. Weeds shall be removed or killed as the weeds emerge in the following areas: landscaped areas, shrub beds, mulched areas (wood and rock), medians (includes crack between median and street), and sidewalks. Weed control in irrigated and non-irrigated turf and flowerbeds is excluded from this contract. Weeds shall be removed if they are larger than two (2") inches in height or diameter and disposed of off-site.

3.4 For chemically controlling weeds, only approved herbicide shall be used. The Parks Superintendent must approve all herbicides prior to use.

3.5 The Contractor will provide to the Parks Superintendent the list of certified pesticide applicators that will be a part of this contract. The Parks Superintendent will be notified prior to any and all herbicide applications.

3.6 The Contractor shall take precautions to keep persons away from herbicide-treated areas until the material is fully dry and the treated area is safe for entry, according to the label. Herbicide applications shall be made at times when citizen presence is minimal. It is the contractor's responsibility to identify and properly notify any person listed on the Registry of Pesticide Sensitive Person whose property abuts that on which the application is scheduled before any pesticide application is performed.

3.7 Pesticide flagging will be placed prior to an application which will include the company name, phone number, time and date of application, and chemical and rate applied on each flag. Flags shall be placed at all entrances and other highly visible areas throughout the site and will be removed as soon as the area is safe for entry, according to the label.

3.8 All chemicals shall be used in accordance with label directions and the manufactures recommended handling methods. All governmental and industry recommendations and regulations apply.

3.9 The cost for all herbicide applications is included in the price for weed control.

3.10 The Contractor will adhere to the BMPs set forth in Exhibit E.

4.0 Litter

4.1 All hand litter and other debris shall be picked up in accordance to the mowing frequency. Litter and debris shall be picked up prior to mowing and hauled from the site. Trash shall also be removed from shrub beds, landscaped areas, mulched areas (wood and rock), and sidewalks.

SECTION 3 – Parks Unirrigated Natural Areas (Non-Irrigated Turf and Perimeter Strips)

1.0 Mowing and Trimming

1.1 Turf areas will be mowed and trimmed every 6 weeks or as needed based on growth to retain the desired height of cut as stated below, between April and October. All mowing is to be completed Monday through Friday.

1.2 All mowing will be done to a minimum height of five (5") inches. The City of Louisville reserves the right to change the mowing height as deemed necessary due to drought or other present conditions. A mowing schedule must be submitted prior to the

start of the mowing season. Variations to the specific mowing schedule must be approved by the City of Louisville's Parks Superintendent. If the mowing schedule is interrupted by adverse conditions, including but not limited to rain, the site will be mowed two times the following week to maintain a reasonable turf height.

1.3 Perimeter mowing or buffer strips will be mowed at a width not to exceed six (6') feet. Buffer strips will be mowed out along both sides of the sidewalk and in most cases completely mowed from sidewalk to street. For perimeter mowing along Dillon Road and 96 Street, mowing is required from street to fence or ditch line. For all areas, the City of Louisville reserves the right to determine and/or change the width requirement. Variations to the width requirement must be approved by the Parks Superintendent. Perimeter strips will be mowed every fourteen days unless otherwise specified on the location maps.

1.4 The Contractor is encouraged to use mulching mowers, cutting clippings into small pieces that sift down into the lawn. Excessive clippings that accumulate on the turf will be removed by the Contractor. Sweeping of all turf areas is not necessary, but piles and swaths of excessive clippings must be removed and disposed of off-site. The Parks Superintendent will determine when clippings are excessive.

1.5 Rotary walk-behind or riding mowers may be used for mowing non-irrigated turf. Mowers and trimmers must be operated in a safe and orderly manner. All mowing and trimming equipment must be in good working condition (including all safety features). All equipment shall be subject to approval by the City of Louisville's park staff.

1.6 Turf shall be cut in a professional manner so as not to scalp turf or leave uncut areas. Care shall be taken to prevent discharge of grass clippings onto any paved surfaces such as streets, sidewalks, driveways, or adjacent properties. Any material so discharged shall be removed immediately. If the Contractor fails to clean up debris, the Contractor will be charged for all cleanup costs involved.

1.7 The Contractor shall remove all trash and litter from the entire site prior to initiating any mowing of the turf area. Trash and litter shall be hauled from site.

1.8 All trimming shall be done using a string trimmer. Trimming includes trees, plants, shrubs, utility poles, light standards, sign posts, delineators, guardrails, fences or other appurtenances which are part of the park

1.9 All trimming must be accomplished concurrently with the mowing operation and be done at the same height as the adjacent turf.

1.10 Special care shall be taken while trimming so as not to inflict damage to the bark of the trees, fence posts or boards, signs, etc.

2.0 Edging

2.1 All sidewalks, curbs, walkways and other hard surfaces will be mechanically edged using a metal blade four (4) times during the season. In addition, curb lines shall be edged as necessary to maintain a well-groomed appearance. All materials dislodged by edging will be removed from the site.

3.0 Weed Control

3.1. For purposes of this document, a weed is defined by any unwanted plant material as determined by the Parks Superintendent.

3.2. Suckers are classified as weeds. Adventitious sucker growth from trees in tree wells shall be removed weekly – using pruning shears – pruning shears will be sterilized with isopropyl alcohol or an approved disinfectant between cuts. Chemically treating suckers is not allowed.

3.3 Currently, the use of glyphosate or 2,4-D is not permitted on Parks and Right of Way properties and will not be approved for any treatment needs. Weeds shall be removed or killed as the weeds emerge in the following areas: landscaped areas, shrub beds, mulched areas (wood and rock), medians (includes crack between median and street), and sidewalks. Weed control in irrigated and non-irrigated turf and flowerbeds is excluded from this contract. Weeds shall be removed if they are larger than two (2") inches in height or diameter and disposed of off-site.

3.4 For chemically controlling weeds, only approved herbicides shall be used. The Parks Superintendent must approve all herbicides prior to use.

3.5. The Contractor will provide to the Parks Superintendent the list of certified pesticide applicators that will be a part of this contract. The Parks Superintendent will be notified prior to any and all herbicide applications.

3.6. The Contractor shall take precautions to keep persons away from herbicide-treated areas until the material is fully dry and the treated area is safe for entry, according to the label. Herbicide applications shall be made at times when citizen presence is minimal.

3.7. Pesticide flagging will be placed prior to an application which will include the company name, phone number, time and date of application, and chemical and rate applied on each flag. Flags shall be placed at all entrances and other highly visible areas throughout the site and will be removed as soon as the area is safe for entry, according to the label.

3.8. All chemicals shall be used in accordance with label directions and the manufacturers recommended handling methods. All governmental and industry recommendations and regulations apply.

3.9. The cost for all herbicide applications is included in the price for weed control.

3.10. The Contractor will adhere to the BMPs set forth in Exhibit E.

4.0 Litter

4.1 All hand litter and other debris shall be picked up in accordance to the mowing frequency. Litter and debris shall be picked up prior to mowing and hauled from the site. Trash shall also be removed from shrub beds, landscaped areas, mulched areas (wood and rock), and sidewalks

SECTION 4 – Open Space (Perimeter and Area Mowing)

4.0 Mowing and Trimming – Open Space

4.1 All areas will be mowed and trimmed in approved areas between April and October. All mowing is to be completed Monday through Friday.

4.2 All mowing will be done to a minimum height of four (4") inches and not to exceed six (6") inches. The City of Louisville reserves the right to change the mowing height as deemed necessary due to drought or other present conditions. A mowing schedule must be submitted prior to the start of the mowing season. Variations to the specific mowing schedule must be approved by the City of Louisville's Open Space Superintendent.

4.3 The Contractor is encouraged to use mulching mowers, cutting clippings into small pieces that sift down into the lawn. Excessive clippings that accumulate on the turf will be removed by the Contractor. Sweeping of all turf areas is not necessary, but piles and swaths of excessive clippings must be removed and disposed of off-site. The Open Space Trails and Maintenance Supervisor will determine when clippings are excessive.

4.4 Rotary walk-behind or riding mowers may be used for mowing non-irrigated turf. Mowers and trimmers must be operated in a safe and orderly manner. All mowing and trimming equipment must be in good working condition (including all safety features). All equipment shall be subject to approval by the City of Louisville's Open Space Staff.

4.5 Grass shall be cut in a professional manner so as not to scalp turf or leave uncut areas. Care shall be taken to prevent discharge of grass clippings onto any paved surfaces such as streets, sidewalks, driveways, or adjacent properties. Any material so discharged shall be removed immediately. If the Contractor fails to clean up debris, the Contractor will be charged for all cleanup costs involved.

4.6 The Contractor shall remove all trash and litter from the entire site prior to initiating any mowing of the turf area. Trash and litter shall be hauled from site.

4.7 All trimming shall be done at the request of Open Space staff and using a string trimmer. Trimming includes trees, plants, shrubs, utility poles, light standards, sign posts, delineators, guardrails, fences or other appurtenances which are approved by Open Space staff.

4.8 Areas that will need to be weed whipped due to unsafe terrain and hazards. This should reflect only areas that a mower cannot access safely. These areas must be verified and agreed upon by both a designated City representative, and a designated representative of the contractors choosing in writing.

4.9 All trimming must be accomplished concurrently with the mowing operation and be done at the same height as the adjacent turf.

4.10 Special care shall be taken while trimming so as not to inflict damage to the bark of the trees, fence posts or boards, signs, etc.

4.11 Complete the 12' perimeter mowing (identified as the red line work) on Open Space map found in **Exhibit C**. For all areas, the City of Louisville reserves the right to determine and/or change the width requirement. Variations to the width requirement must be approved by the Open Space Trails and Maintenance Supervisor.

4.12 Complete the 30' perimeter mowing and/or from bordering fence line to trail edge (identified as purple line work) on the Open Space map found in **Exhibit C**. For all areas, the City of Louisville reserves the right to determine and/or change the width requirement. Variations to the width requirement must be approved by the Open Space Trails and Maintenance Supervisor.

4.14 All work is to be complete by the dates as follows: round 1 by 6/26/2024, round 2 by 8/14/2024, and round 3 by 10/9/2024. City may adjust timeline based on weather.

4.15 All mowers and crews are to have fire extinguishers with all equipment and vehicles to prevent any possible hazards in the field.

4.16 Smoking is prohibited on all Open Space properties.

SECTION 5 – Weed Control Only Areas (No Mow Areas)

5.0 Weed Control

5.1 For purposes of this document, a weed is defined by any unwanted plant material as determined by the Parks Superintendent.

5.2 Suckers are classified as weeds. Adventitious sucker growth from trees in tree wells shall be removed weekly – using pruning shears – pruning shears will be sterilized

with isopropyl alcohol or an approved disinfectant between cuts. Chemically treating suckers is not allowed.

5.3 Currently, the use of glyphosate or 2,4-D is not permitted on Parks and Right Way properties and will not be approved for any treatment needs. Weeds shall be removed or killed as the weeds emerge in the following areas: landscaped areas, shrub beds, mulched areas (wood and rock), medians (includes crack between median and street), and sidewalks. Weed control in irrigated and non-irrigated turf and flowerbeds is excluded from this contract. Weeds shall be removed if they are larger than two (2") inches in height or diameter and disposed of off-site.

5.4 For chemically controlling weeds, only approved herbicide shall be used. The Parks Superintendent must approve all herbicides prior to use.

5.5 The Contractor will provide the Parks Superintendent with the list of certified pesticide applicators that will be a part of this contract. The Parks Superintendent will be notified prior to any and all herbicide applications.

5.6 The Contractor shall take precautions to keep persons away from herbicide-treated areas until the material is fully dry and the treated area is safe for entry, according to the label. Herbicide applications shall be made at times when citizen presence is minimal.

5.7 Pesticide flagging will be placed prior to an application which will include the company name, phone number, time and date of application, and chemical and rate applied on each flag. Flags shall be placed at all entrances and other highly visible areas throughout the site and will be removed as soon as the area is safe for entry, according to the label.

5.8 All chemicals shall be used in accordance with label directions and the manufacturer's recommended handling methods. All governmental and industry recommendations and regulations apply.

5.9 The cost for all herbicide applications is included in the price for weed control.

5.10 The Contractor will adhere to the BMPs set forth in Exhibit E.

EXHIBIT E

Basic Practice Guidelines for Best Management Practices within the City of Louisville for Pesticide and Fertilizer: Application, Storage, Handling and Disposal

1. Apply pesticides and herbicides according to the label – it's the law. Apply fertilizers according to the manufacturer's directions.

2. Apply pesticides and herbicides only when needed and use in a manner to minimize off-target effects.
3. Ensure chemical applicators receive thorough training and proper certification prior to chemical use. Individuals and companies hired to apply pesticides must be licensed in the appropriate categories by the Colorado Department of Agriculture.
4. Know characteristics of the application site, including soil type and depth to groundwater. Be aware of any drinking water wells down gradient of the operation.
5. Select pesticides and herbicides best suited to the characteristics of the target site and the particular pest or weed.
6. Employ application techniques that increase efficiency and allow the lowest effective application rate. Carefully calibrate application equipment and follow all label instructions.
7. All mixing and loading operations must occur on an impervious surface.
8. To prevent possible backflow and contamination of a water supply, never submerge a water supply hose in a chemical tank or container. Provide proper backflow prevention devices as required.
9. Provide proper signage (flagging) when applying.
10. Following the directions and guidelines offered by the City of Louisville's Integrated Weed Management Plan.

<https://www.louisvilleco.gov/home/showpublisheddocument/28593/637360534869770000>

Weed Management in Parks:

<https://www.louisvilleco.gov/local-government/government/departments/parks-recreation-and-open-space/parks-division/weed-management-in-parks>

11. Consider spot treatment of pests rather than broadcast spraying when possible.
12. Time applications to minimize host plant damage and maximize pest control.
13. Do not apply pesticides during high temperatures or windy conditions or immediately prior to heavy rainfall or irrigation.
14. Maintain records of all pesticides applied, including brand name, formulation, EPA registration number, amount and date applied, exact location of application and name,

address and certification number of application. Pesticide application sheets must be given to the Parks Superintendent for every application.

15. Properly handle and dispose of containers, rinse water and waste. Store pesticides in secure and covered areas.
16. Be familiar with existing local, state, and federal regulations on pesticide application, certification and weed control.
17. Keep chemical spill cleanup equipment, personal protective equipment and emergency phone numbers available when handling chemicals and their containers.
18. Properly manage chemical spills by cleaning them up as soon as possible, controlling actively spilling or leaking materials, containing the spilled material, collecting the spilled material and properly disposing of the material. Reporting a spill to the appropriate authority is required.
19. Follow label directions for disposal. This typically involves triple-rising containers, puncturing and crushing. All visible chemicals should be cleaned from the container prior to disposal.
20. Currently, the use of glyphosate or 2,4-D is not permitted on City of Louisville Park and Right of Way properties and will not be approved for any treatment needs.

EXHIBIT F
Sample Contractor Agreement

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND
CONTRACTOR NAME FOR PROJECT NAME

1.0 PARTIES

This AGREEMENT FOR PROJECT NAME (this "Agreement") is made and entered into this DATE day of MONTH, 2024 (the "Effective Date"), by and between the City of Louisville, a Colorado

home rule municipal corporation, hereinafter referred to as the “City”, and **CONTRACTOR NAME**, hereinafter referred to as the “Contractor.”

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing BRIEF PROJECT SCOPE as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services” or “Work”).

2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor 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.

4.0 COMPENSATION

4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit “B” attached hereto and incorporated herein by this reference. For Services compensated at per unit rates or on a per-task basis, such rates or costs per unit or task shall not exceed the amounts set forth in Exhibit “B.” 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 Contractor’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 Contractor 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 Contractor shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The City designates **JOB TITLE & STAFF NAME** as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by Staff name and such person's designees.

5.2 The Contractor designates _____ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly _____, and should such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date to December 31, 2024 (end of calendar year) unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on the Effective Date and Contractor shall proceed with diligence and promptness so that the Services are completed consistent with the City's requirements by no later than December 14, 2023 (project completion date).

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.

7.0 INSURANCE

7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor 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 Contractor'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 Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the City of Louisville under this Agreement.

7.2 The Contractor's general liability insurance and automobile liability and physical damage 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 Contractor. Such policies shall contain a severability of interests provision. The Contractor 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 Contractor 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 Contractor 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 Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor from the City.

7.5 The parties understand and agree that the City is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor 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 Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor 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 Contractor. 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 Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9.0 CONTRACTOR OBLIGATIONS AND WARRANTIES

9.1 Contractor's 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.

9.2 It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

9.3 Until the final acceptance of the Work by the City in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and final acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by City, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by City, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

9.3 Contractor shall provide City with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens

therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the City is reasonably satisfied that all claims or liens have been satisfied by Contractor. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by City in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor.

9.4 Contractor agrees to guarantee all Work under this Agreement for a period of one (1) year from the date of final acceptance by the City. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by City, then the Contractor shall, when notified by City, immediately place such guaranteed Work in a condition satisfactory to City. The City shall have all available remedies to enforce such guaranty, except that City shall not have any work performed independently to fulfill such guaranty and require Contractor to pay City such sums as were expended by the City for such work, unless the City has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

10.1. Contractor 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. Contractor is not entitled to worker's compensation benefits except as may be provided by the Contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some entity other than the City.

10.3. Contractor 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. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.

10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.

10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.

10.7. Contractor 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 Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

10.9. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

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

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor 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 Contractor under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

17.1 Contractor 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 Contractor 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. Contractor agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Contractor:

Company Name
Attn: Name
Address
Telephone:

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor 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 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD-PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, 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 Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
A Colorado Municipal Corporation

By: _____
Chris Leh, Mayor

Attest: _____
Meredyth Muth, City Clerk

CONTRACTOR:
CONTRACTOR NAME

By: _____

Title: _____