



REQUEST FOR PROPOSAL

**NORTH OPEN SPACE
SIBERIAN ELM REMOVALS**

Project Number: 210750-540530

**A MANDATORY PRE-BID CONFERENCE/ SITE TOUR WILL BE CONDUCTED AT
NORTH OPEN SPACE ON 10/1/24 @ 10 AM MST.**

Note: The site tour will be at the North Open Space, street-side parking off of this address:
2160-2198 W Centennial Dr, Louisville, CO 80027

**BIDS WILL BE ACCEPTED UNTIL 3 PM MST
TUESDAY OCTOBER 8TH, 2024**

Note: Responses should be submitted electronically via email to the
enclosed Parks, Recreation, and Open Space Department Contacts

**City of Louisville | Parks, Recreation & Open Space
739 S 104th Street Louisville, CO 80027
PH: (303) 335-4776 www.louisvilleco.gov**

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I. INVITATION FOR PROPOSALS

The City of Louisville (“the City”) is soliciting bids and cost estimates from qualified contractors (“Respondents”) to work with City staff and provide tree and woody debris removal services on the City of Louisville’s North Open Space Property.

Digital copies of the Bidding Documents will be available after **September 8th, 2024**, from the Parks, Recreation, and Open Space Department office/website and online through the [Rocky Mountain E-Purchasing System \(Bid-Net\)](#).

II. PROJECT BACKGROUND & SUMMARY

The City of Louisville is accepting proposals from qualified tree removal contractors for removing all marked-to-cut Siberian Elm (*Ulmus pumila*) trees on the eastern section of North Open Space, a total of roughly 60 trees with varying diameters at breast height (DBH 2 to 30. Most trees (65%) set for removal are 2-10 DBH and are located in an open field with clear lanes for tree felling. There are several areas for accessing the project area and availability to stage wood chippers in close proximity to the removals. Trees must be safely felled and low-stumped, with all material taken off-site, and all tree stumps must be treated immediately after cutting with Triclopyr (Garlon 4 Ultra). The cost estimates for tree removal must include the cost of labor, equipment, tools used, and mobilization.

Questions regarding the proposal can be directed to:

Nathaniel Goeckner
 City of Louisville
 739 S 104th Street
 Louisville CO 80027

303.335.4744
 ngoeckner@LouisvilleCO.gov

III. SCOPE OF WORK

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

1. Removal of all marked-to-cut Siberian Elms located in the eastern section of the North Open Space property. (Approximately 60 trees)
2. Trees designated for removal must be low stumped to a height not exceeding 4 inches on the uphill side.
3. All removed tree stumps must be immediately treated with an application of Triclopyr (Garlon 4 Ultra)
4. Stumps must be treated around the entire circumference of the stem/stump
5. **Herbicide Applicators must follow all City of Louisville Herbicide application policies. (Exhibit E, page 21)**
6. Required removal and disposal of all boles, branches, and woody debris material off-site.
7. The contractor will provide all labor, materials, and equipment to complete work in accordance with plans, details, and specifications – including incidental expenses.
8. Coordination of all equipment and materials staging plan to be approved by the City prior to work. On-site staging will be limited; however, the City and contractor will identify locations on-site to access and work areas.
9. Coordination of recreational trail closures and public safety plan, to be approved by the City prior to beginning work. The contractor will post and update all closure/safety signage throughout the project and communicate updates with City Staff.
10. The contractor will be responsible for obtaining all relevant City approvals, including Open Space Access Permits and Public Works Right-of-Way Permits.
11. Trees close to fences or trails will be felled in a way to prevent causing any damage or public safety concerns.
12. Contractor will limit and minimize impacts to Open Space properties (parking work trucks/driving access routes should be limited to 1 two-track etc.). Driving access routes are to be pre-planned and approved by the City
13. To minimize disturbance to sensitive plant material and wildlife and reduce the need for restoration, the contractor may be asked to pause work due to rain, muddy conditions, and snow.
14. Work can occur Monday through Friday, between 8:00 am and 5:30 pm.
15. Work may not occur on weekends or City observed holidays
16. Ensure that the removal site is clear of wood chips, twigs, and branches. Additionally, any debris from removals within the surrounding trails should be removed.
17. To ensure uniform bidding, please use the enclosed bid form (Exhibit B)

IV. ADDITIONAL ALTERNATIVES (ADD_ALT)

1. Removal of hazard Crack Willow located off of paved trail toward the interior of the property with all material being removed off-site
2. Removal of fall/dead woody debris from interior cottonwood stand with all material being

removed off-site

V. CONTRACTOR REQUIREMENTS

The contractor must, at a minimum, include the following:

- o ISA Certified Arborist
- o Hold an ISA Certified Tree Assessment Qualification
- o Licensed Arborist with the City of Louisville, which can be obtained through the City Forester, chrisl@louisvilleco.gov and/or the Administrative Assistant, kcorcelli@louisvilleco.gov

VI. TIMELINE & SCHEDULE (all times are MST)

Daily Camera Publication	September 8
Second Publication	September 15
Available on Bid Net	September 8
RFP Available Online.....	September 8
Mandatory Pre-Proposal Meeting and Site Visit	10 a.m. October 1st
Inquiry Deadline.	3 p.m. October 4th
Inquiry Response Deadline.....	October 7th
Proposals Due	3 p.m. October 8th
Notice of Award.....	October 14th
Notice to Proceed, Bonds, Insurance, etc.	October 18th
Start of Tree Removal Work.....	October 28th
Final Project Completion.....	November 8th

VII. PROPOSAL REQUIREMENTS

1. SELECTION PROCESS AND CRITERIA

The following criteria will be used to evaluate all proposals:

- a. The contractor’s interest in the services that are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Louisville.
- b. The reputation, experience, and efficiency of the contractor.
- c. The ability of the contractor to provide quality services within time constraints.
- d. The general organization of the proposal: Special consideration will be given to submittals that are appropriate, address the goals, and provide the requested information in a clear and concise format.
- e. Such other factors as the City determines are relevant to consideration of the City's best interests.
- f. Submit three references, with current contact information, for similar projects completed within the last three years
- g. The contractor’s expertise and familiarity with native plant identification, local ecosystems, use of USNVC
- h. The contractor’s understanding of possible additional alternatives

2. PERIOD OF SERVICE

- a) 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 proposal submission.

3. BUDGET, COMPENSATION & PAYMENT

- a) Payment for the Respondent Team services, construction and site restoration will be based on a lump sum proposal to include the scope of services identified in the Invitation to Bid. The lump sum proposal shall include costs for all overhead, profit, deliverables, travel expenses, copies, 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. Hourly rate and unit pricing schedules shall be included in the contract for possible additions or deletions to the services. The selected Respondent Team will be required to enter into an agreement with the City. The City's standard independent contractor agreement is attached for reference.

4. STANDARD TERMS AND CONDITIONS

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

- a) The request for proposal is not an offer of contract. The provisions in the RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals.
- b) 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.
- c) 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.
- d) The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.
- e) 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.
- f) 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.
- g) No Bid may be withdrawn within a period of sixty (60) days after the proposal submission deadline.
- h) 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. (Exhibit D)

VIII. 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

Provide a letter of introduction stating the Respondent's interest and reflecting an understanding of the proposed scope of services. The letter must be signed by an authorized agent for the Respondent

2. Capabilities & Experience

Provide a brief 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 completed within the past three years.

3. References

Provide three (3) Client references (including contact person and phone number) for projects of similar size/scope that reflect your ability to successfully execute the proposed services.

4. Proposed Schedule & Materials Submittal

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) Complete and Signed – Bid Form (Exhibit B)

1. Schedule of Unit Prices
2. Schedule of Subcontractors (Any persons and organizations proposed to perform the Work are required to be identified and submitted in this Bid)
3. BIDDER is a partnership, a list of all partners, their addresses, and their interests and roles in the partnership business.

b) Signed - Disclosure Statement (Exhibit C)

c) Signed - City of Louisville Open Space Protocols for Contracted Herbicide Applications (Exhibit E)

IX. INQUIRIES

Prospective bidders 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-proposal meeting attendees and/or firms who have notified the City with intent to bid prior to the Inquiry Deadline 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.

X. 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:

Nathaniel Goeckner - Natural Resource Supervisor | Open Space

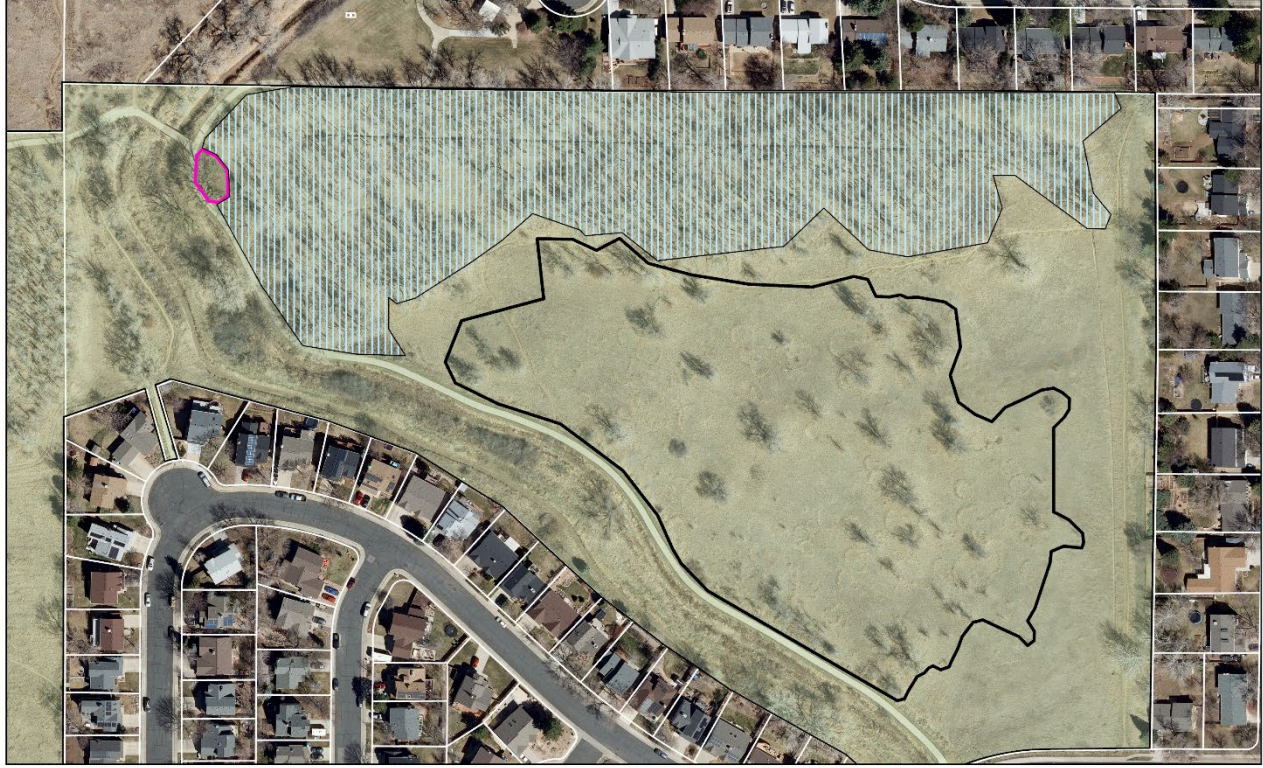
ngoeckner@louisvilleco.gov

AND

Kayla Corcelli - Administrative Assistant | Parks & Open Space

kcorcelli@louisvilleco.gov

EXHIBIT A – PROJECT MAP



North OS Siberian Elm
Removals RFP



Legend

-  OpenSpace_Properties
-  Siberian_ELM_Removal
-  Willow_Removal
-  Dead_Woody_Debris_



EXHIBIT B – BID FORM

PROJECT: Siberian Elm Removal Project 2024
 PROJECT NUMBER: 210750-540530
 OWNER: CITY OF LOUISVILLE, COLORADO

THIS BID IS SUBMITTED TO: THE CITY OF LOUISVILLE, COLORADO

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

Date	Number

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER is responsible for examining and determining for themselves the location and nature of the proposed Work, the amount and character of the labor and materials required therefor, and the difficulties which may be encountered including existing underground and/or overhead facilities. BIDDER's may not rely on oral, written or graphic representations made by the OWNER and by submitting a Bid, each BIDDER waives all liability for any error in any representation made by the OWNER to the BIDDER. BIDDER's shall inspect the site and its surroundings and notify OWNER in writing of any supplemental examinations, investigations, and/or tests concerning conditions at or contiguous to the site (including surface, and subsurface) which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto for performing the Work in accordance with the Contract Documents. By failing to make such an inspection and notification, the BIDDER waives all rights to claim extra payment or time extensions due to unexpected conditions, which could have been determined had the site been reasonably inspected. If concealed or unknown conditions differ materially from those ordinarily encountered and generally recognized as inherent in the Work, or differ materially from the conditions indicated in the Contract Documents, then an equitable adjustment in the

Contract Price or in the Contract Time will be allowed by change order as provided in the Contract Documents.

- (d) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work in accordance with Contract Documents for the price(s) shown below in the Schedule of Unit Prices. Each unit price will be deemed to include an amount considered by BIDDER to be adequate to cover BIDDER's overhead and profit for each separately identified item. BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. The following documents are enclosed and made a condition of this Bid:

- (a) Schedule of Unit Prices
- (b) Schedule of Subcontractors (Any persons and organizations proposed to perform the Work are required to be identified submitted in this Bid)
- (c) If BIDDER is a partnership, a list of all partners, their addresses, and their interest and role in the partnership business.

7. Communications concerning this Bid shall be addressed to:

Name: _____ Telephone No. _____

Email: _____

Address: _____

SUBMITTED on _____, 2024.

If BIDDER is:

An Individual

By: _____
(Individual's Name)

(SEAL)

doing business as: _____

Business address: _____

Phone No.: _____

A Partnership

By: _____
(Firm Name)

(SEAL)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By _____
(Corporation Name)

(State of incorporation)

By _____ Title _____
(Name of person authorized to sign)

(CORPORATE SEAL)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

Date of Qualification to do business: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

Phone Number and Address for receipt of official communications

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SCHEDULE OF UNIT PRICES

PROJECT: North Open Space Siberian Elm Removals
 PROJECT NUMBER: 210750-540530
 OWNER: CITY OF LOUISVILLE, COLORADO

*The contractor is responsible for performing a site visit to verify all quantities, access needs, and time needed to complete work in preparation for this cost estimate.

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE
1	Mobilization	1	LS	\$
2	Public Trail Safety – Signage & Traffic Control	1	LS	\$
3	Removal of Siberian Elms with low stumping	1	LS	\$
4	Removal of all woody material and debris from Siberian Elms	1	LS	\$
5	Herbicide application to all stumps	1	LS	\$
	Lump Sum 1-5	LUMP SUM		\$
6	ADD-ALT Willow Removal	1	LS	\$
7	ADD-ALT Dead Woody Debris Removal	1	LS	\$
	Additional Alternatives 6-7	LUMP SUM ADD ALT		\$
	Total with all additional alternatives	TOTAL BASE BID + ADD ALT		\$

GRAND TOTAL \$ _____

CONTRACTOR COMMENTS:

SCHEDULE OF SUBCONTRACTORS

This Bid is based on subcontracting certain portions of the work to subcontractors as listed below.

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided _____

EXHIBIT C – 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 D - SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into this **(DATE)** in the year 2024 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: *North Open Space Siberian Elm Removals*
PROJECT NUMBER: 210750-540530

ARTICLE 2. CONTRACT TIMES

- 2.1 The CONTRACTOR shall substantially complete all work within **60 Contract Days** from the date when the Contract Time commences to run as identified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.
- 2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **Two Hundred Fifty Dollars (\$250)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

- 3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of **(CONTRACTS AGREED COST)** set forth in the Bid Form of the CONTRACTOR dated _____, 2024.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by PROJECT MANAGER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 4.1 **PROGRESS PAYMENTS.** OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by PROJECT MANAGER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

- 4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as PROJECT MANAGER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

- 4.2 **FINAL PAYMENT.** Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.8) and the other related data identified in the Bidding Documents including "technical".
- 5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and PROJECT MANAGER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

- 5.8 CONTRACTOR has given PROJECT MANAGER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PROJECT MANAGER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

- 6.1 This Agreement
- 6.2 Documentation submitted by CONTRACTOR prior to Notice of Award, as applicable:
 - 6.2.1 Bid Response
 - 6.2.2 Bid Form
 - 6.2.3 Schedule of Subcontractors
 - 6.2.4 Anti-Collusion Affidavit
 - 6.2.5 Workers without Authorization Compliance
 - 6.2.6 Bid Bond
- 6.3 General Conditions
- 6.4 Supplementary Conditions
- 6.5 General Requirements
- 6.6 Technical Specifications
- 6.7 Drawings with each sheet bearing the title **North Open Space Siberian Elm Removals**
- 6.8 Other documents which may be required or specified including:
 - 6.8.1 Addenda No. 1 to 1 exclusive
 - 6.8.2 Notice of Award
 - 6.8.3 Performance Bond
 - 6.8.4 Labor and Material Payment Bond
 - 6.8.5 Certificates of Insurance
 - 6.8.6 Notice to Proceed
 - 6.8.7 Change Order
 - 6.8.8 Field Order
 - 6.8.9 Work Change Directive
 - 6.8.10 Application for Payment
 - 6.8.11 Contractor Proposal Request
 - 6.8.12 Contractor Overtime Request
 - 6.8.13 Certificate of Substantial Completion
 - 6.8.14 Claim Release
 - 6.8.15 Claim Release for Subcontractors
 - 6.8.16 Final Inspection Report
 - 6.8.17 Certificate of Final Completion
 - 6.8.18 Guarantee Period Inspection Report

- 6.9 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 6.10 In the event of conflict between the above documents, the prevailing document shall be as follows:
1. Permits from other agencies as may be required.
 2. Special Provisions and Detail Drawings.
 3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
 4. Supplementary Conditions.
 5. General Conditions.
 6. City of Louisville Design and Construction Standards.
 7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 7. MISCELLANEOUS

- 7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, _____, 2024.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

CONTRACTOR:

By: _____
Samma Fox, Interim City Manager

By: _____
Name, Title

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Attest: _____

Address for giving notices:

Address for giving notices:

739 S.104th Street
Louisville, Colorado
80027

Attention: Natural Resources Supervisor– Open Space

Exhibit E

City of Louisville Open Space Protocols for Contracted Herbicide Applications

The City of Louisville Open Space Division requires that contractors hired to perform herbicide applications and mowing on Open Space will conduct their jobs in a safe and professional manner. To help ensure this, the City of Louisville Open Space Division has set the following protocols to be followed by contractors:

1. 2,4-D, Glyphosate, and Dicamba products are prohibited for use on Open Space properties.
2. The contractor is responsible for following all Colorado Department of Agriculture and City of Louisville rules and regulations regarding herbicide application, including the directions on herbicide labels. The label is the law.
3. Herbicides to be used must be preapproved by the Louisville Open Space Division before they are applied.
4. The Contractor must meet with a Louisville Open Space Division representative before herbicides are applied to be shown application site locations.
5. A Qualified Supervisor must be on site while herbicide applications are in progress.
6. Flagging must be posted when herbicide applications are in progress. Flagging will be posted at all entryways including social trails, crusher fines trails, and concrete trails that lead into the area being sprayed and within 50 ft. of the area sprayed. Flagging will be removed by contractor once the labeled re-entry intervals are met.
7. The contractor will only use herbicides within the Environmental Protection Agency's Toxicity Category III or IV, indicating low toxicity levels, unless requested by Open Space staff.
8. The Walnut, Warembourg, and Coyote Run Open Space properties are within school zones and will not be sprayed between the hours of 7am and 9am and the hours of 2pm and 5pm.
9. The contractor will spot spray herbicide treatments to prevent bare-ground conditions, unless requested by Open Space staff. For example, do not spray the entire area of weed patches if they are larger than 2-3 feet in diameter, within trail corridors.
10. Contractor must meet City representative at the City Services building (739 S. 104th Street) every morning at 7:30 on days when herbicide spraying will occur, unless otherwise scheduled with staff.
11. The contractor will work on Open Space properties (4 properties) which have been burned and/or are adjacent to homes burned by the Marshall Fire. Safety precautions,

such as wearing an N95 mask, may be recommended or required to work in these areas. Contractors will be required to follow all applicable City safety policies, which may change with changing conditions or new information.

11. Open Space will not be sprayed on Saturdays or Sundays.
13. Broadcast spraying will be allowed with preapproval of the Louisville Open Space Division.
14. Public concerns will be directed to the Louisville Open Space Division.
15. The Contractor must limit speed to 10 mph, stop for pedestrians on the trail and be aware of potential blind corners, and use hazards while on Open Space properties.
16. The Contractor will highlight sprayed areas on supplied maps to be turned in with the herbicide application records within 5 days of work.
17. The Contractor must limit driving off of designated trails as much as possible to prevent multiple tire tracks in vegetation.
18. Any damages caused by the contractor shall be repaired, replaced, or reconstructed with like materials to the satisfaction of the City at the Contractor's expense.

In signing this document, the contractor agrees to follow the previously listed protocols.

Contracted Company