

CITY OF LOUISVILLE

Contract Manual

For 2020-2024 Landscape Maintenance Services

Bid Opening, Thursday, February 20, 10:00 a.m.

Prepared by: City of Louisville, January 2020

TABLE OF CONTENTS
CITY OF LOUISVILLE, COLORADO

SECTION 1	Invitation to Bid	Page 3
SECTION 2	Instructions to Bidders	Page 6
SECTION 3	Bid Proposal	Page 14
SECTION 4	Contract Documents	Page 21
SECTION 5	Exhibit B – Prohibition Against Employing Illegal Aliens	Page 32
	Exhibit C – Special Conditions	Page 34
	Exhibit D – Technical Specifications	Page 37
	Exhibit E – BMPs for Pesticides	Page 44
SECTION 6	Location Maps	Page 46

Section 1

Invitation to Bid

INVITATION TO BID

Sealed Bids will be received by the

CITY OF LOUISVILLE, STATE OF COLORADO

hereinafter referred to as OWNER, at the City Services Facility, 739 S. 104th St., Louisville, Colorado 80027, until **10:00 a.m., Mountain Standard Time, on Thursday, February 20, 2020** for the

2020-2024 LANDSCAPE MAINTENANCE SERVICES

Bids received after said closing time of 10:00 a.m., Mountain Standard Time, on **February 20, 2020**, will not be accepted and will be returned unopened. Bids shall be in a sealed envelope plainly marked with the Project Name, Company Name, Date and addressed to:

City Services Facility
Attn: Dean Johnson
739 S. 104th St.
Louisville, CO 80027

All bids that have been duly received will be publicly opened and read aloud at the City Services Facility, 739 S. 104th St., Louisville, Colorado.

The work for which the Bid is requested includes but is not limited to: mowing, trimming, edging, weed control, litter removal, and other related maintenance services. Contractor is expected to obtain all permits and licensing as required in the project documents, provide insurance and bonding, and comply with all applicable codes and industry standards. This is an annual contract, renewable up to five years.

The bid document which is the Contract Manual and includes location maps are available on the City website under the heading, "Business, Bidding Opportunities/Requests for Proposals", <https://www.louisvilleco.gov/business/bidding-opportunities>. Bids will be received on a unit and lump sum price basis as described in the Bidding Documents.

For questions pertaining to this Bid, please contact Dean Johnson, Parks Superintendent at deanj@louisvilleco.gov. Questions will be received up to Tuesday, February 11th, 5:00 p.m., at which if necessary answered in an addendum and posted on the City website (<https://www.louisvilleco.gov/business/bidding-opportunities>) on Thursday, February 13th by 5:00 p.m.

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.

No Bid may be withdrawn within a period of sixty (60) days after the date fixed for opening Bids.

The City of Louisville reserves the right to award the contract by sections, to reject any or all Bids, and to waive any informalities and irregularities therein.

The City of Louisville assumes no responsibility for payment of any expenses incurred by any respondent to this Invitation to Bid.

Preference is hereby given to materials, supplies, and provisions produced, manufactured, or grown in Colorado, quality and price being equal to articles offered by competitors outside of the State.

The City of Louisville is an Equal Opportunity Employer.

CITY OF LOUISVILLE, COLORADO
City Clerk

First Publication: **Tuesday, January 28, 2020**
Second Publication: **Tuesday, February 4, 2020**

Section 2

Instructions to Bidders

1.0 **TITLE: LANDSCAPE MAINTENANCE SERVICES CONTRACT**

The City of Louisville requests bid proposals for **Landscape Maintenance Services** at various locations throughout the City, as identified in the bid proposal.

Work shall conform to these special conditions and all generally accepted specifications of the landscape industry.

- 1.1 **Award** - The lowest responsible and best overall bid will be accepted. The City of Louisville reserves the right to reject any or all bids or portions thereof and to waive any informalities or defects. Awarding of the bid will take into consideration such things as: price, referrals, quality, service history, equipment fleet, municipal landscape experience, and age of the company.

Preference will be hereby given to local Contractors, based on the "Local Vendor" procedures in the City of Louisville "Purchasing Policies and Procedures Manual."

- 1.2 **Insurance** - Simultaneously with the execution of the Agreement, the Contractor will deliver to the Owner the required proof of insurance.
- 1.3 **Conference** - Before starting the work, a conference will be held to review and establish a working understanding between the parties as to the services. Present at the conference will be the Contractor and its supervisory staff, the Parks Superintendent, and the Parks Supervisors.

2.0 **INSTRUCTIONS TO BIDDERS**

- 2.1 Only bids submitted upon the proposal form furnished herein will be accepted. All items shall be properly filled out. Numerals, printing and signatures shall be written in ink. Signatures shall be in longhand. Alternative proposals will not be considered.
- 2.2 Prior to submitting a bid, bidders must satisfy themselves by personal examination of "all" areas listed on the bid proposal and by examination of the specifications and requirements of the work and quantities of work to be done, and shall not at any time, after submission of a bid, dispute or complain nor assert that there were any misunderstandings in regard to the nature or amount of work to be done. Bidders also shall carefully examine the form and time of the Contract, existing conditions and limitations, and shall include in the bid, monies to cover the cost of all services included in the agreement and all insurance and administration costs.
- 2.3 The bidder may withdraw any proposal submitted at any time prior to the time set for closing of bids, provided a request for withdrawal is signed in a

manner identical with the proposal being withdrawn. No withdrawal or modification will be permitted after the hour designated for closing of bids.

- 2.4 Sealed proposals for the work hereinafter described will be received by the City of Louisville, at City Services Facility, 739 S. 104th Street, Louisville, Colorado 80027 until 10:00 a.m., Mountain Standard Time on the 20th of February, 2020 at which time all bids that have been duly received will be publicly opened and read aloud in the Conference Room at City Services Facility. Proposals may be deposited or mailed to City Services Facility, Attn: Dean Johnson, 739 S. 104th Street, Louisville, Colorado 80027.

The bids must be submitted in a sealed envelope, the outside of the envelope shall show the "**Title of Work**" as shown on page one of these documents, the **date and time of opening**, the **name of the bidder**, and "**DO NOT OPEN**".

Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alteration or irregularities of any kind or which do not comply with this "Instructions to Bidders" may be rejected at the option of the Owner.

- 2.5 If discrepancies or omissions are found in the RFP or Agreement, or if the bidder is in doubt of the meaning or needs clarification, he shall notify Dean Johnson at deanj@louisvilleco.gov . If necessary one addendum will be issued to answer all questions and posted on the City website. The Owner will not be bound by, nor responsible for oral instructions, interpretations or representations.
- 2.6 The RFP documents contain the provisions of the agreement between the Owner and the Contractor. No information obtained from any officer, agent or employee of the Owner on any such matters shall in any way affect the risk or obligation assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.
- 2.7 City of Louisville Project Representatives - The City designates Parks Superintendent, Dean Johnson as the responsible City staff members to provide direction to the Contractor.
- 2.8 References and Equipment List - Bidders who have not worked directly for the City of Louisville within the past three (3) years shall include a list of five (5) work references for work of similar scope to this project. Each reference shall include a brief description and location of work, owner's project representative, telephone number, and email. In addition to the references, the bidder shall include a list of equipment that will be available for this project.

Before the award of the contract, any bidder may be required to furnish evidence satisfactory to the Owner and Parks Superintendent of the

necessary facilities, ability and pecuniary resources to fulfill the conditions of the said contract.

3.0 PAYMENT

- 3.1 **Submitting Invoices** - The Contractor shall submit monthly a detailed invoice to City Services Facility, Attn: Dean Johnson, Parks Superintendent, 739 S. 104th Street, Louisville, Colorado 80027. The invoice should describe the services rendered. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation is unsatisfactory.
- 3.2 **Liens** - If, at any time, there shall be evidence of any lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim.

4.0 DEFINITIONS

- 4.1 The word "Owner" means the City of Louisville, Louisville, Colorado. The Owner will be responsible for payment in accordance with the terms of the Contract.
- 4.2 The word "Contractor" means the person, firm or corporation to whom the award is made.
- 4.3 The word "Parks Superintendent" refers to the City of Louisville, Parks Superintendent or his authorized representative, designated by the Owner as its representative during the course of the Agreement to make appropriate inspections and to process payment submittal made to the City.
- 4.4 The words "change order" refer to a written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Agreement or an adjustment in the Agreement pricing.
- 4.5 The word "Agreement" refers to the written professional services agreement between the Owner and the Contractor covering the work to be performed, including the Contractor's bid and insurance certificates.
- 4.6 The word "bid" refers to the offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 4.7 The word "bidder" refers to any person, firm, or corporation submitting a bid for the work described in this request for proposals.

5.0 **TERM OF AGREEMENT**

Agreement shall be for the period commencing on April, 2020 and ending October, 2024. Bidder acknowledges that any potential expenditure for the Agreement outside the current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Contract Manual, these Bidding Instructions, or the Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the City.

6.0 **INSURANCE REQUIREMENTS** - The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in the Agreement. A certificate of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Owner prior to commencement of any work under the Agreement. The Owner shall have the right to request and obtain copies of any insurance policies required hereunder. The certificate shall identify the Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior to written notice has been given to the Owner. The City of Louisville shall be listed as additional insured by the Contractor on each certificate. The completed certificate of insurance shall be sent to: **City Services Facility, Attn: Dean Johnson, 739 S. 104th Street, Louisville, CO 80027.**

6.1 Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City of Louisville may immediately terminate this contract, 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 of Louisville shall be repaid by Contractor to the City of Louisville upon demand, or the City of Louisville may offset the cost of the premiums against any monies due to Contractor from the City of Louisville.

7.0 **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 the Contract Manual and location maps. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

8.0 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.

9.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or which become due hereunder without the Owner's prior written consent.

10.0 EQUIPMENT

Contractor shall furnish, according to the requirements of the Agreement, all equipment and tools required to perform the work.

11.0 SUPPLIES

The contractor shall furnish all supplies necessary according to the requirements of the Agreement. All supplies including herbicides must be pre-approved by the Parks Superintendent prior to use.

12.0 INSPECTION

The Owner and its duly authorized representatives have the right of inspection to ascertain that the services were rendered meeting Agreement requirements.

The Contractor agrees to comply with all directions given by the Parks Superintendent pertaining to the work to be performed in relation to this agreement. He shall not be required to make exhaustive or continuous on-site inspections to check the work, nor shall he be responsible for the techniques or the safety precautions incidental thereto.

Whenever the Parks Superintendent considers it necessary or advisable to insure the proper carrying out of the intent of the Agreement, he shall have the authority to require the Contractor to stop the work, or to require special examination of the work.

13.0 COMPLIANCE WITH LAWS

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 of Louisville; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

The Agreement shall be governed by the law of the place where the work is to be performed.

14.0 STORMWATER POLLUTION PREVENTION PLAN

The Contractor is required to be in compliance with CDPHE (Colorado Department of Public Health and Environment) Municipal Phase II Stormwater Permit.

Stormwater runoff flows directly to creeks and waters of the state without treatment. Allowing pollutants to directly or indirectly enter the storm sewer system is prohibited by federal, state and local regulations. Maintenance operations along public streets, roads, highways and waterways can cause stormwater pollution in numerous ways. For example, stormwater pollution can be caused by wastes generated by turf maintenance equipment, distribution of fertilizers and chemicals, fueling practices, and cleaning of the equipment used in maintenance operations, or inadequate cleanup of left-over or spilled products of waste. These pollutants can either enter storm drains directly or be transported by storm water runoff.

The Contractor shall take all measures necessary to prevent pollutants from entering storm drains or watercourses. For the purpose of eliminating stormwater pollution, the Contractor shall implement effective Best Management Practices (BMPs). BMPs include general housekeeping practices, appropriate scheduling of activities, operational practices, maintenance procedures and other measures to prevent the discharge of pollutants directly or indirectly to the storm drain system. These BMPs shall be maintained for the duration of the Contractor's work. The Contractor shall also be responsible for proper disposal of all waste materials, including wastes generated by the implementation of BMPs.

Contractor shall also be required to provide BMP training to all employees for the maintenance activities they will be performing. To include: Landscaping, Lawn and Vegetation Maintenance, Fueling, Material Storage, Loading and Unloading, Spill Response, Vehicle/Equipment Repair and Storage and Vehicle/Equipment Washing.

15.0 RIGHT TO TERMINATE

15.1 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.

15.2 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.

16.0 EQUAL OPPORTUNITY EMPLOYER - Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. 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.

16.1 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act 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.

17.0 MISCELLANEOUS

17.1 Should the Contractor suffer injury or damage to its person or property because of any error, omission, or act of the Owner or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the Owner within fifteen (15) days of the first observance of such injury or damage.

17.2 The contract is not intended to create any right in or for the public or any member thereof, any subcontractor or supplier, or any other third party, or to authorize anyone not a party to the contract to maintain a suit to enforce its terms. The duties, obligations, and responsibilities of the parties to the contract, with respect to third parties, shall remain as imposed by law.

Section 3

Bid Proposal

BIDDER'S PROPOSAL

Place: _____
Date: _____
Contractor Name: _____
Contractor Address: _____
Contractor Phone: _____
Contractor Email: _____

1. In compliance with your invitation for bids dated _____
and subject to all conditions thereof, the undersigned:

(company name) a Corporation in the
State of _____ consisting of (partnership) (limited partnership) (company),
or _____, an individual trading as:
_____ of the City _____
State of _____ hereby proposes to furnish and do everything
required by the Agreement to which this refers to the scope of services at the
prices shown for each bid line on the following Bid Schedule.
2. The undersigned bidder does hereby declare and stipulate that this proposal is
made in good faith, without collusion or connection with any other person or
persons bidding for the same work, and that it is made in pursuance of and
subject to Bidders, the Agreement, and the specifications pertaining to the work
to be done, all of which have been examined by the undersigned.
3. The undersigned bidder agrees to execute the Agreement within ten (10)
calendar days from the date when the written notice of the award of the contract
is delivered to him at the address given on this proposal.
4. The undersigned bidder agrees to abide by the requirements of Executive Order
No. 11246, as amended.
5. All the various phases of work enumerated in the RFP documents, Agreement,
and specifications with their individual jobs and overhead, whether specifically
mentioned, included by implication or appurtenant thereto, are to be performed
by the contractor under one of the items listed in the Bid Schedule, irrespective of
whether it is named in said list.
6. Payment for work performed will be in accordance with the Bid Schedule.

The proposal includes subcontracting certain services from time to time to subcontractors as listed below:

SUBCONTRACTORS

NAME	ADDRESS AND EMAIL

	<i>Contractor</i>
By:	
Title:	
Date:	
Address:	

BID SCHEDULE

(Quantity figures were derived from the aerial photos used in the Location Maps)

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	QUANTITY PRICE	EXTENSION	TOTAL PRICE
1	Bluegrass Areas <i>(Weekly maintenance, includes weed control)</i>	SF	2,291,096	\$	\$	28 Times/Cycles	\$
2	Weed Control Areas <i>(Weekly Maintenance)</i>	SF	383,254	\$	\$	28 Times/Cycles	\$
3	Native Perimeter Mowing <i>(Bi-monthly maintenance includes weed control)</i>	LF	57,768	\$	\$	14 Times/Cycles	\$
4	Native Mowing <i>(Bi-monthly maintenance, includes weed control)</i>	SF	555,201	\$	\$	14 Times/Cycles	\$
5	3X Perimeter Mowing (Right-of-Way Mowing) <i>(Dillon Rd + 96 St. – mow to fence or ditch line)</i>	LF	37,659	\$	\$	3 Times/Cycles	\$
6	Cemetery Bluegrass <i>(Weekly maintenance Includes weed control and mowing)</i>	SF	362,539	\$	\$	28 Times/Cycles	\$
						<u>TOTAL BID</u>	\$

TOTAL BID IN WORDS:

RESPECTFULLY SUBMITTED:

By: _____

Title: _____

Date: _____

Address: _____

License Number (if Applicable): _____

(Seal – if bid is by corporation)

Attest: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of: _____

County of: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

_____)

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____
(title) _____
the Bidder that has submitted the attached Bid.
- (2) He is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any other person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____ 20 _____

Notary Public

My commission expires: _____

BID BOND

KNOW ALL MEN BY THESE PRESENT, That we, the undersigned:

_____ as Principal,
and _____ as Surety, are hereby held and firmly bond unto
_____ as OWNER in the penal sum of

_____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____ 20 _____

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain BID attached hereto and hereby made a part hereof to enter into a Contract in writing, for the **2020 - 2024 Landscape Maintenance Services Project**.

NOW THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS, WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Principal)

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Section 4

Contract Documents

**INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND _____
FOR _____ SERVICES**

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 20__ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and _____, [Name of Contractor] a _____ [State of Formation and Type of Entity], 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 _____ services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").

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. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

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 "A" attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside

Contractor 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 _____ 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 _____ 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 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 _____, 20____, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on [(the Effective Date) or (on another date desired by the City, after the Effective Date)] and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this

Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 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 7.1.4. 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 \$1,000,000 each occurrence and \$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 \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$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. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.
- 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 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 contract, 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 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 QUALITY OF WORK

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

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 IMPOSE RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' 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 WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT 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.
- 10.6** The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 10.7** Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.8** 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.
- 10.9** 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.
- 10.10** 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

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or 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 and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and 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 courts of Boulder County or the federal district court for the District of Colorado, and in no other court. [If out of state contractor: Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Boulder County and the federal district court for the District of Colorado over it.] Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 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 performance of the Services in accordance with the Specific Conditions, Technical Specifications, and Best Practice Guidelines set forth in Exhibits "C", "D" and "E"; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the City prior to Contractor's execution of this Agreement.

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 email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City Services Facility
Attn: Dean Johnson, Parks Superintendent
739 S. 104th Street
Louisville, CO 80027
e-mail: deanj@louisvilleco.gov

If to the Contractor:

Except for notices by email transmission, any notice required or permitted under this Agreement 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. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. 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 age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. 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 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 as of the day and year first above written.

CITY OF LOUISVILLE

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:

By: _____

Title: _____

Section 5

Exhibits B, C, D and E

EXHIBIT B

City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

By: _____

Title: _____

Date: _____

EXHIBIT C

SPECIAL CONDITIONS

The goal of the City of Louisville is to maintain a quality aesthetic appearance of the parks and native areas while complying with local, county and state laws, ordinances, codes, rules and regulations. Specifications in this section are not all-inclusive and should be considered along with requirements outlined in other sections of the Contract Manual.

The Landscape Maintenance Services Agreement is to include but not limited to the following components:

- Mowing, trimming, edging, and litter control.
- Weed control in shrub beds, trees wells, landscape areas, rock and wood mulch, sidewalks, medians, and along fence lines.

1.0 Commencing Services

Landscape maintenance services will commence in April and conclude in October for each season. The Parks Superintendent will determine the specific start and end date. The Contractor will then provide the Parks Superintendent with a mowing schedule prior to commencing services.

2.0 Hours of Operation

Hours of operation for maintenance shall normally be between 7:00 a.m. and 5:00 p.m., Monday through Friday. All maintenance must be scheduled and performed so as not to interfere with the general public. No maintenance operations will occur on weekends (Saturday or Sunday) or legal Holidays unless it is of an emergency nature and approved by the Parks Superintendent.

3.0 Permits

The Contractor will be required to secure a permit in order to work within the rights-of-ways throughout the City. The permit can be obtained free of charge through the City of Louisville's Public Works Department. The Contractor shall bear all expense of maintaining traffic control over any section of road affected by the work to be done under this contract.

Work relative to agreed-upon services shall not commence until proof of all necessary licenses and/or permits has been accepted by the City.

4.0 Supervision

The Contractor shall supervise and direct all operations competently and efficiently, devoting such time and attention as necessary, and applying such skills and expertise as may be necessary to perform the agreed-upon services.

Regular communication between the Contractor and the Parks Superintendent is a requirement of this contract.

5.0 Liability

The Contractor assumes entire responsibility and liability for all damages and injury to all persons, whether employees or otherwise, and to all property, resulting from the labor, equipment or material occurring in connection with the performance of this contract.

Any facility or property, including adjacent private property damaged as a result of the landscape maintenance operation at any of the maintenance sites will be repaired or replaced by the Contractor at the Contractor's expense. Specifications include but are not limited to the following:

Contractor will repair all damage to irrigation systems made by the Contractor's staff. Contractor shall tag any sprinkler head damaged during maintenance operations. The damaged sprinkler head shall be repaired or replaced within 24 hours. The Contractor shall notify the Parks Superintendent of any repair for inspection of work. Under no circumstances shall the Contractor tamper with any irrigation system, valves and controllers unless there is an emergency (i.e. leak(s) which threaten property or safety). If this occurs, the Contractor will notify the Parks Superintendent immediately.

A fine for mechanical damage to trees will be a minimum of \$100.00 per event or the replacement value of the tree (if deemed necessary). Trees that have mulch around the base are to remain mulched. Should the Contractor displace the mulch, it is the responsibility of the Contractor to replace the mulch.

The Contractor will repair any and all damage to turf that may occur.

6.0 Safety

All appropriate safety equipment and dress will be used by all workers, at all times. A class 2 safety vest or better is recommended while working on medians and rights-of-way.

7.0 Pesticide Application Specifications

The Contractor will be required to adhere to General Pesticide Application Specifications:

- 7.1 All pesticide applications must be performed under the direction of a licensed applicator by the State of Colorado Department of Agriculture and in accordance with the Colorado Pesticide Applicators' Act.
- 7.2 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.**
- 7.3 The Contractor assumes full and complete responsibility for any undesirable plant kill or plant damage on the maintenance areas or adjacent property and for any adverse effects caused by pesticide applications at no cost to the Owner.
- 7.4 All pesticides recommended for use and all application of pesticides must be reported to the Parks Superintendent.
- 7.5 All pesticide applications require the submittal of a Pesticide Application Sheet, completed in its entirety, to the Parks Superintendent within forty-eight (48) hours of

the application.

- 7.6 The contractor must adhere to best management practices in the application of herbicides and fertilizers. Refer to Exhibit E for guidelines.

8.0 Method of Measurement

The unit of measurement for mowing operations and weed control will be per cycle. A cycle consists of one completed mowing and/or weed control of the area described in the bid proposal and location maps.

9.0 Location Maps

The location maps and quantity information included in the bid schedule are to be construed as the City of Louisville's best effort with the intent to present the bidder with the most reliable data currently available. Minor site adjustments may be necessary due to the extensive maintenance details which cannot easily be depicted on the location 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 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 a post-emergent non-selective herbicide shall be used. The Parks Superintendent must approve all herbicides prior to use. Pre-emergent and selective herbicide use is not allowed nor is it a part of the landscape maintenance contract.
- 3.5 The Contractor will spray all mulched tree wells a minimum of three (3) times during the contract period.

- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 All chemicals shall be used in accordance with label directions and the manufactures recommended handling methods. All governmental and industry recommendations and regulations apply.
- 3.10 The cost for all herbicide applications is included in the price for weed control.
- 3.11 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 – Native Areas (Non-Irrigated Turf and Perimeter Strips)

1.0 Mowing and Trimming

- 1.1 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 minimum height of three (3") 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 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 Pattern mowing is required at all sites. Directions of patterns will be approved by the Parks Superintendent.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 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 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. 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 a post-emergent non-selective herbicide shall be used. The Parks Superintendent must approve all herbicides prior to use. Pre-emergent and selective herbicide use is not allowed nor is it a part of the landscape maintenance contract.
- 3.5. The Contractor will spray all mulched tree wells a minimum of three (3) times during the contract period.
- 3.6. 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.
- 3.7. 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.
- 3.8. 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.
- 3.9. All chemicals shall be used in accordance with label directions and the manufactures recommended handling methods. All governmental and industry recommendations and regulations apply.
- 3.10. The cost for all herbicide applications is included in the price for weed control.
- 3.11. 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 – Weed Control Only Areas (No Mow Areas)

1.0 Weed Control

- 1.1 For purposes of this document, a weed is defined by any unwanted plant material as determined by the Parks Superintendent.
- 1.2 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.
- 1.3 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.
- 1.4 For chemically controlling weeds, only a post-emergent non-selective herbicide shall be used. The Parks Superintendent must approve all herbicides prior to use. Pre-emergent and selective herbicide use is not allowed nor is it a part of the landscape maintenance contract.
- 1.5 The Contractor will spray all mulched tree wells a minimum of three (3) times during the contract period.
- 1.6 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.
- 1.7 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.
- 1.8 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.

- 1.9 All chemicals shall be used in accordance with label directions and the manufactures recommended handling methods. All governmental and industry recommendations and regulations apply.
- 1.10 The cost for all herbicide applications is included in the price for weed control.
- 1.11 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.

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. Choose least toxic and less persistent sprays whenever possible based on comparison of labels and associated material safety data sheets (MSDSs).
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.
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 temperature 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.

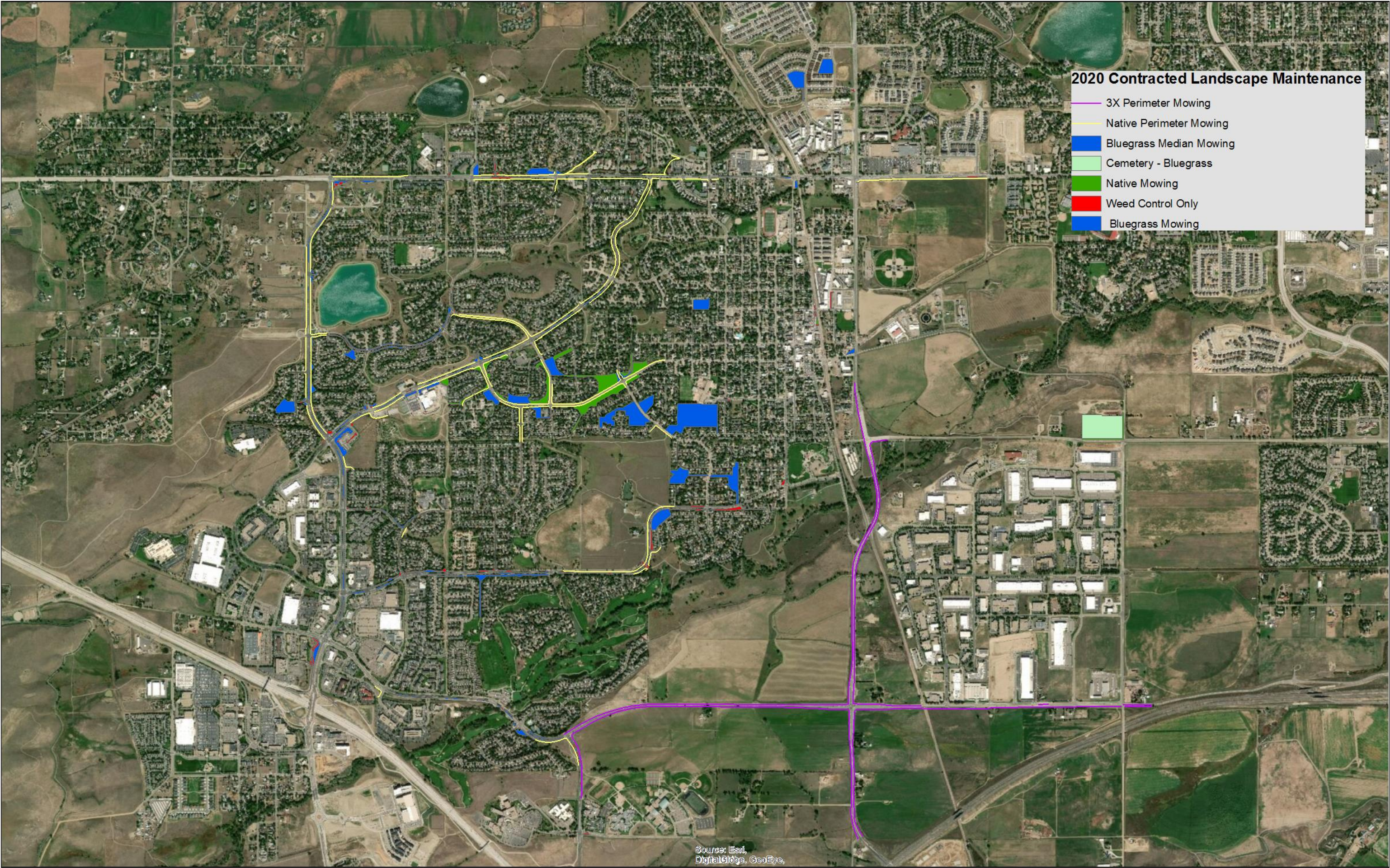
15. Properly handle and dispose of containers, rinse water and waste. Store pesticides in secure and covered areas.
16. Be familiar with existing local, state, and federal regulations on pesticide application, certification and weed control.
17. Keep chemical spill cleanup equipment, personal protective 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-rinsing containers, puncturing and crushing. All visible chemicals should be cleaned from the container prior to disposal.

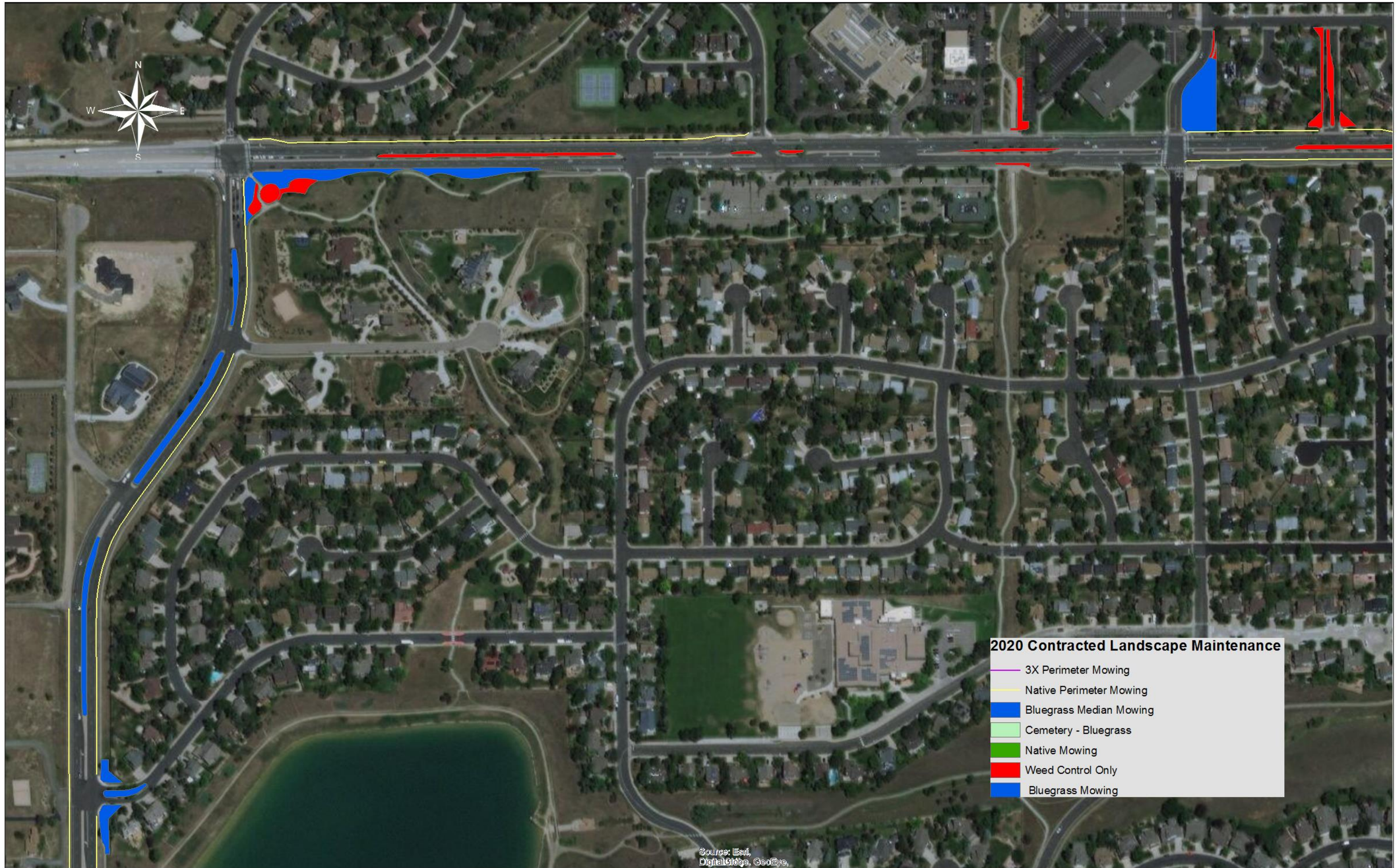
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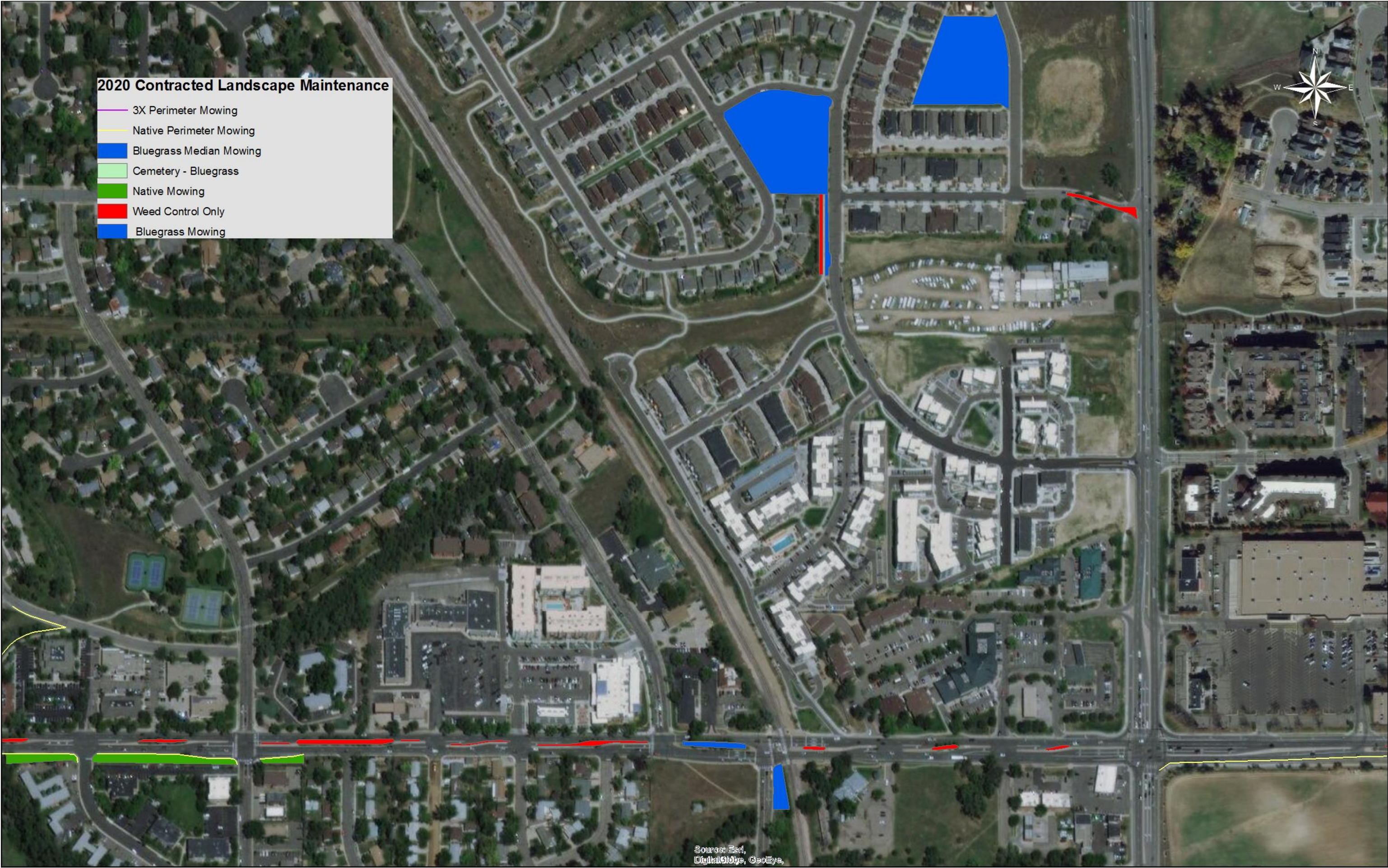
Green Industries of Colorado. (2008). *Green industry best management practices for the conservation and protection of water resources in Colorado: moving toward sustainability*. Retrieved December 1, 2008, from <http://www.greenco.org>

Section 6

Location Maps





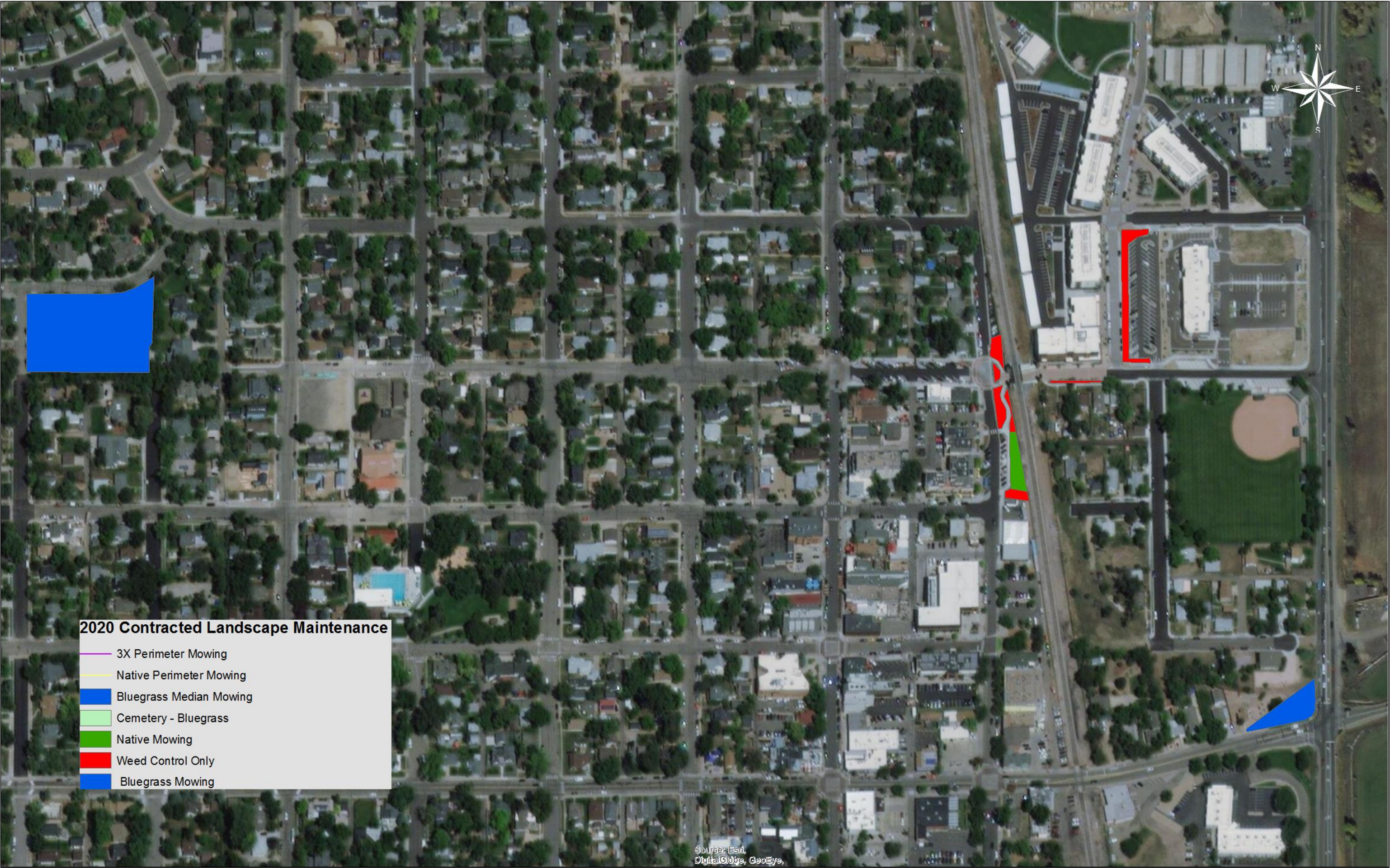


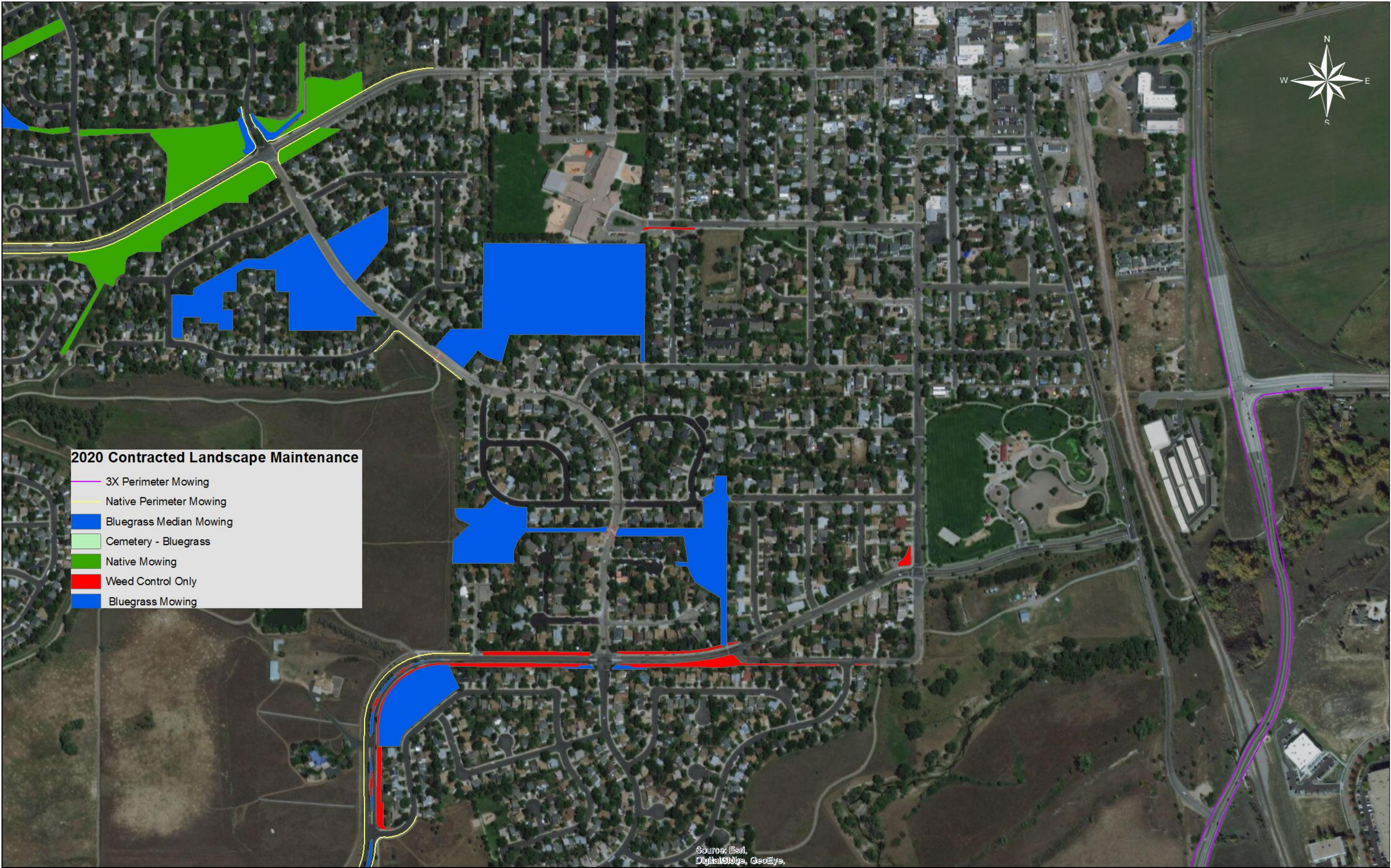


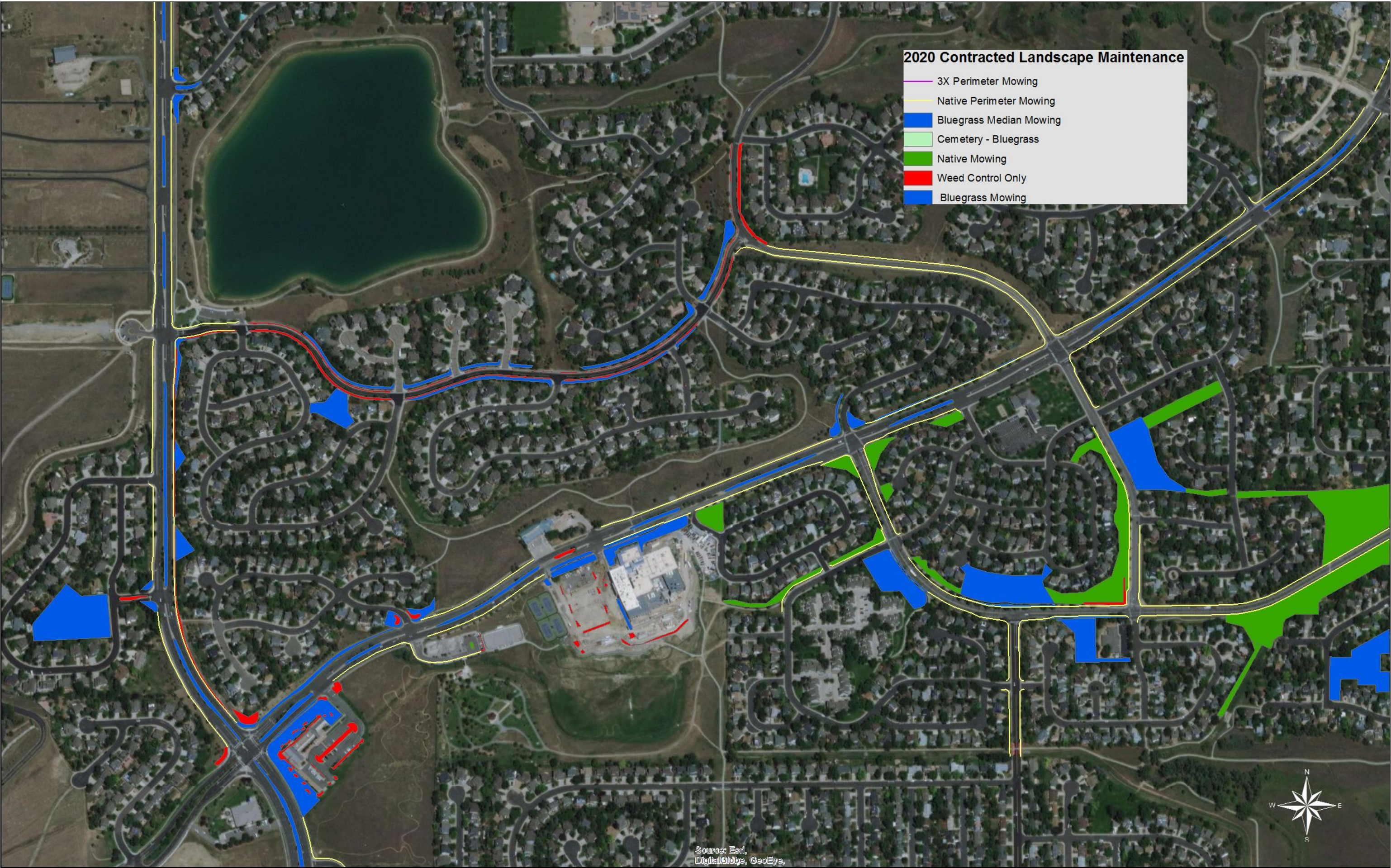
2020 Contracted Landscape Maintenance

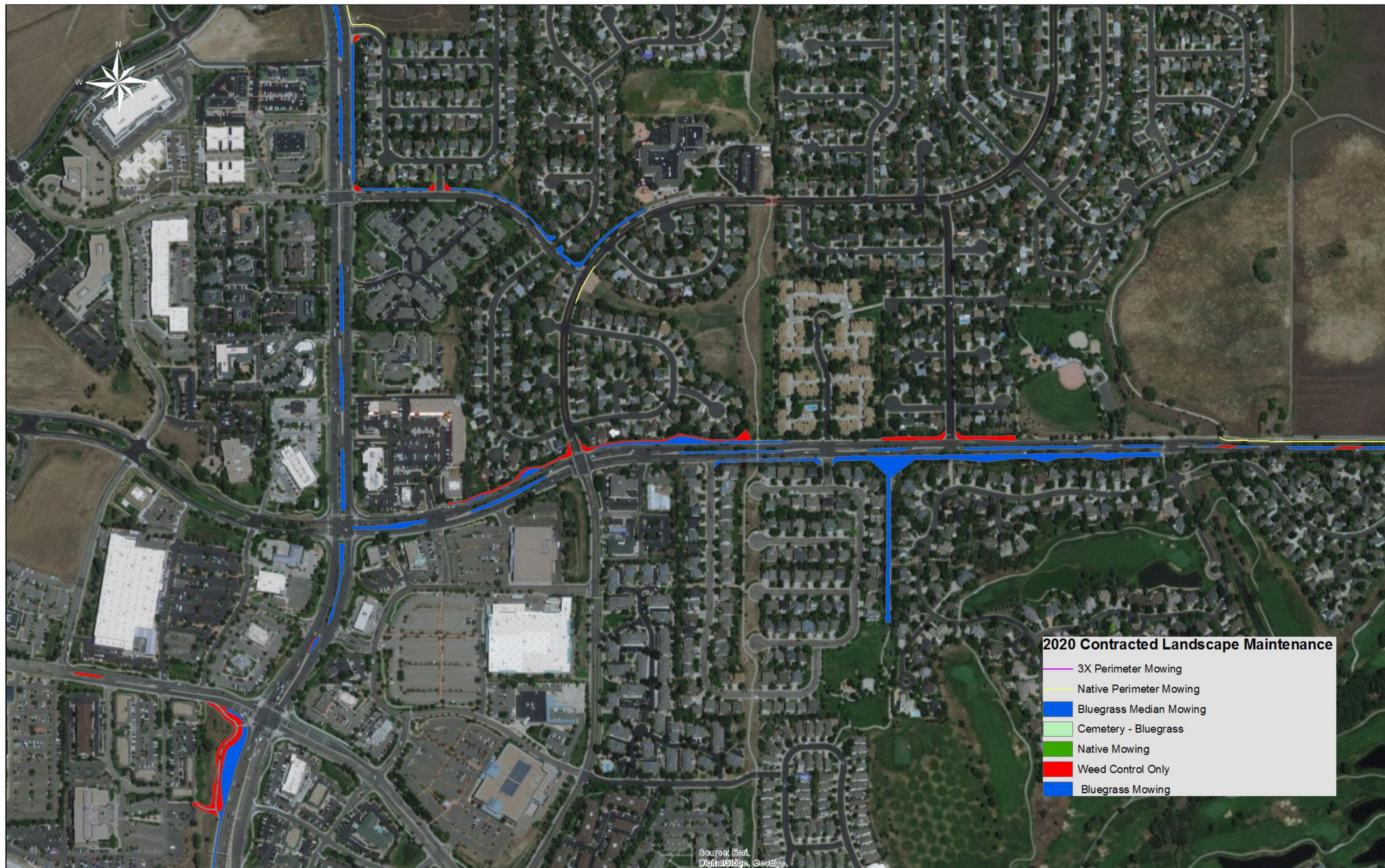
- 3X Perimeter Mowing
- Native Perimeter Mowing
- Bluegrass Median Mowing
- Cemetery - Bluegrass
- Native Mowing
- Weed Control Only
- Bluegrass Mowing

Source: Esri,
DigitalGlobe, GeoEye,



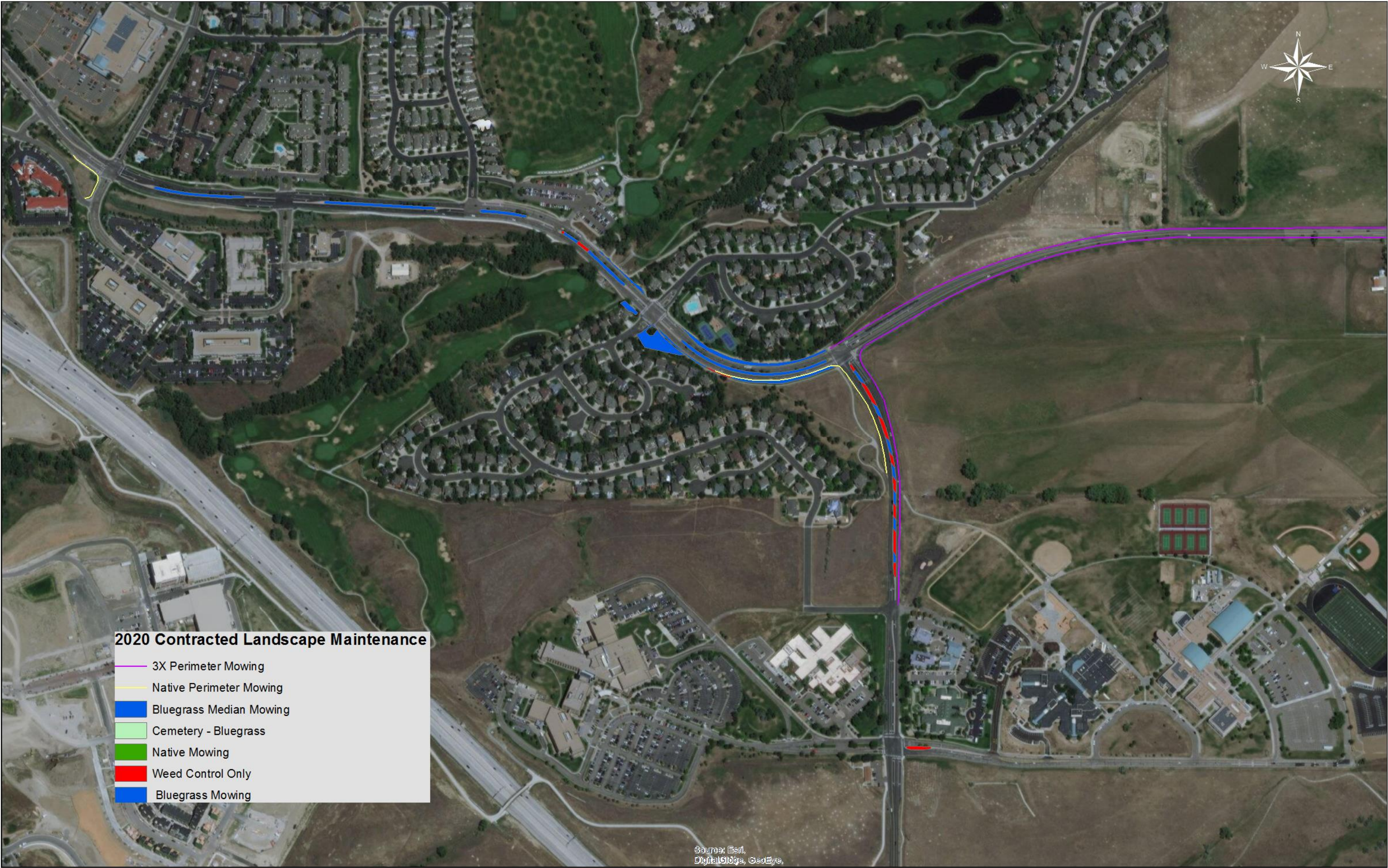








Source: Earl,
DigitalGlobe, GeoEye,



2020 Contracted Landscape Maintenance

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Source: Esri,
DigitalGlobe, GeoEye,



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Source: Esri,
DigitalGlobe, GeoEye,

