



REQUEST FOR PROPOSALS

2021 Open Space Russian Olive Tree Removal

**City of Louisville, Open Space Division
717 Main Street, Louisville, CO 80027
PH: (303) 335-4735
www.louisvilleco.gov**

Project Number: 201522-630155

MANDATORY PRE-SUBMITTAL MEETING: OCTOBER 21, 2021 AT 1:00 PM, HARPER LAKE

OPEN SPACE

PROPOSAL DUE: OCTOBER 28, 2021 BY 5:00 PM

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PROJECT SCHEDULE

Mandatory Pre-Submittal Meeting at Harper Lake Open Space, 1:00 PM (Potential bidders will also be required to visit Warembourg, Hecla Lake, and CTC Open Space properties during meeting. Estimated tour duration: 2 hours)	October 21, 2021
Submittals Due, 5:00 PM	October 28, 2021
Proposal Review by Review Team	November 2, 2021
Notice of Award Issued	November 4, 2021
Insurance Certificates Due	November 8, 2021
Contract Award by City	November 10, 2021
Target Project Completion	December 17, 2021

REQUEST FOR PROPOSAL

Overview

The City of Louisville is requesting proposals from qualified tree removal contractors for Russian olive removal on five Open Space properties, totaling ~90 trees to be removed. The Russian olive trees must be safely cut at base, chipped on-site, and removed. City staff will treat the cut stumps with an herbicide immediately following tree cutting.

The cost estimates for tree removal are listed by Open Space property (see pages 3-4) and must include the cost for labor, equipment, tools used, and mobilization. Cost estimates are also listed for a trail safety plan, and safety barricades and signs for any necessary trail closures.

Background

- The City of Louisville owns and manages over 680 acres of Open Space land. The Open Space Division uses an Integrated Management Plan to eradicate noxious weeds in accordance with the Colorado Noxious Weed Act.
- Russian olive is a State-listed noxious weed species and Russian olives are present on multiple Open Space properties. The goal of this contract is to remove large Russian olive trees and trees located in challenging locations beyond the removal ability of City staff.

Scope of Work

- A. The trees designated for removal will be cut flush at ground level.
- B. An ISA Licensed arborist must be on site during all tree removal operations.
- C. Work can occur Tuesday through Friday between 7:00 am and 5:30 pm.
- D. All trees removed must be chipped on site and chips removed from properties.
- E. Contractor will limit and minimize impacts to Open Space (parking work trucks/driving access routes should be limited to 1 two track etc.). Driving access routes to be pre planned and approved by City
- F. Contractor may not store materials and equipment on Open Space overnight.
- G. Contractor must clean up site by the end of each day's working hours.
- H. Trees in close proximity to fences or trails will be felled such that the falling trees do not cause any damage.
- I. As much as possible, the removal site must be free from wood chips, twigs, or branches and any debris must be removed from nearby trails.
- J. Work may not occur on City observed Holidays (Thanksgiving November 25th and 26th).

Consultant qualifications must, at a minimum, include the following:

- ISA Certified Arborist
- Hold an ISA Certified Tree Assessment Qualification
- Licensed Arborist with the City of Louisville

The selected contractor will perform tree removal at the following Open Space properties and provide and execute a trail safety plan to ensure public safety during removal operations:

Scope & Cost Form 2021 Open Space Russian Olive Tree Removal		
RFP Reference	Task	Cost Estimates
1.0 Russian Olive Tree Removal Costs		
1.1	Bullhead Gulch Open Space – 5 trees	\$
1.2	CTC Open Space – 7 trees	\$
1.3	Harper Lake Open Space – 2 trees	\$
1.4	Hecla Lake Open Space – 6 trees	\$

1.5	Warembourg Open Space – windrow (~70 trees)	\$
2.0 Trail Safety Plan		
2.1	Create and implement a trail safety plan including recommendations for any necessary trail closures and signage to ensure public safety prior to tree cutting. Contractor must supply all materials necessary for trail closures.	\$
	ADD TOTAL:	

Evaluation Criteria

In order to establish a fair and consistent starting point to evaluate submittals, please respond to the evaluation criteria with concise comments. The review team will evaluate and score the submittals using a weighted average based upon;

1. Scope and Cost Form
 - a. The intent is to establish a lump sum including all labor and equipment required to complete Russian olive tree removal on each selected Open Space property.
 - b. Include recommendations to ensure public safety. Contractor will be required to implement the safety recommendations prior to work.
2. Project Approach. Not to exceed one page.
 - a. State when contractor is available to begin work
 - b. On time and Budget: Submit a schedule showing number of days needed for work to be completed at each location. Estimated project completion is no later than December 17, 2021. Work may not occur on holidays (November 25th and 26th).
3. References
 - a. Submit three references, with current contact information, for similar projects completed within the last three years.

Terms and Conditions

1. Each proposer shall furnish all the information required in the proposal.
2. The Contract/Purchase Order will be awarded to the responsible proposer whose submittal, conforming to the RFP, will be most advantageous to the City of Louisville, price and other factors considered.
3. The City of Louisville reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the City of Louisville to do so.
4. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of RFPs without the consent of the City's delegated representative.
5. A signed purchase order or contract furnished to the successful Proposer results in a binding contract without further action by either party.
6. Late or unsigned RFPs will not be accepted or considered. It is the responsibility of Proposers to ensure that the RFP arrives at the City Parks & Recreation building (717 Main Street) no later than the time indicated in the "Request for Proposal."
7. The proposed price shall be exclusive of any Federal or State taxes from which the City of Louisville is exempt by law.
8. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The City's Representative will not be responsible for oral clarification.
9. Confidential/Proprietary Information: RFPs submitted in response to this "Request for Proposal" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the RFP itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co- mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposed price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

Submittal Instructions

Review the Evaluation Criteria section above. Submit the following information in the order listed:

1. Form: "Signature Page"
2. Form: "Scope & Cost"
3. Project Approach
4. References

Bids must be submitted via email before **5:00 P.M. mountain time on October 28, 2021.**

Bids shall be submitted via email to:

Catherine Jepson
Open Space Specialist
catherinej@louisvilleco.gov
303-335-4742

And,

Sharon Schramm,
Senior Administrative Assistant, Parks, Recreation and Open Space Department
sschramm@louisvilleco.gov
303-335-4735

All RFPs must be received and time and date recorded by authorized City staff by the above due date and time. Sole responsibility rests with the Proposer to see that their RFP response is received on time. Any responses received after due date and time will be returned to the Proposer.

The City of Louisville reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the City, is in the best interest of the City of Louisville. Due to the complexity of work required, selection of a team or firm may not be based solely upon the lowest responsible bid but will also take into account experience and reference checks.

Digital copies of the RFP Documents will be available beginning September 21st on-line through the City of Louisville's website:

<https://www.louisvilleco.gov/doing-business/bidding-opportunities-requests-for-proposals>

Russian Olive Removal Locations:

Bullhead Gulch Open Space: Bullhead Gulch Open Space is on the north side of Louisville and can be accessed from 95th street. From 96th St., turn left onto Paschal Drive. Turn left (south) onto W. Hecla Drive and then an immediate right onto Treece Street. Then turn right onto Wagon Way Ct. The trees designated for removal are located on the north-west section of the property, on the eastern side of the barb wire fence (trees on the western side are within the railroad corridor).



Harper Lake Open Space: Harper Lake Open Space is located on the north-west side of Louisville and can be accessed from the intersection of McCaslin Blvd. and Washington Ave. The trees for removal are located on the western side of the property, next to the pump house.



Russian Olive Removal Locations (Cont.):

Hecla Lake Open Space: Hecla Lake is located on the north-east side of town, just north of South Boulder Road. The property can be accessed from Hecla Drive. Head north on 96th St. and turn east onto Hecla Dr.

The trees are located on the north section of the Lake. Only 6 Russian olive trees will be removed. Please note that some Russian olive trees located in the grove of trees are on City of Lafayette land and will not be removed.



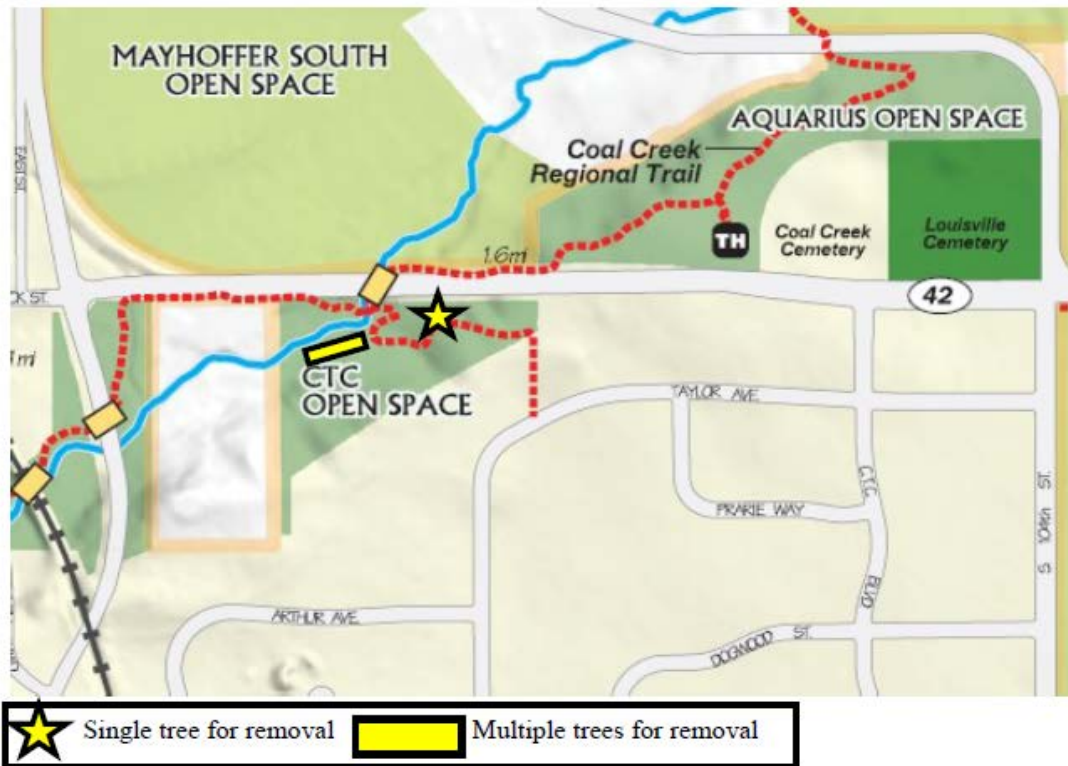
Warembourg Open Space: Warembourg is located in the center of Louisville off of West Cherry St. and Bella Vista Dr. From McCaslin Blvd. turn east onto West Cherry Street.

There is wind-row of Russian olive trees along the south side of the trail as you enter the property from Bella Vista Dr.



Russian Olive Removal Locations (Cont.):

CTC Open Space: CTC is located off of Highway 42 and east of 96th St. Trees designated for removal are located on the south side of Coal Creek and one tree north of the crusher fines trail on the property.



Signature Page

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

Contact Information	Response
Company Name	
Name and Title of Primary Contact Person	
Company Address	
Phone Number	
Email Address	
Company Website if applicable	

By signing below I certify that:

I am authorized to bid on my company's behalf.

No one in the company is currently an employee of the City of Louisville.

Signature of Person Authorized to Bid on Team's Behalf

Date

Note: If you cannot certify the above statements, please explain in the space provided.

**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:

_____, 2020
(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 pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the Services and which are pre-approved by the

Mayor. 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, reimbursable 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

The term of this Agreement shall be from the Effective Date to:

_____, 2020
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.

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.
- 10.5 The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 10.6 Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.7 Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8 All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 10.9 Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

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 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 of Louisville _____

Attn: _____

Address: _____

Louisville, CO 80027

e-mail: _____

If to the Contractor:

Contractor:

Address:

e-mail:

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 of signed by the City.

CITY OF LOUISVILLE:

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:

Contractor: _____

By: _____

Title: _____

Exhibit A – Scope of Services

[See Following Page(s)]

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:

Name: _____

By: _____

Title: _____

Date: _____