



**REQUEST FOR PROPOSALS**

**THE CITY OF LOUISVILLE OPEN SPACE**

**VEGETATION SURVEYING**

Project Number: 210750-540900

**A MANDATORY PRE-BID CONFERENCE WILL BE CONDUCTED**

**AUGUST 29<sup>TH</sup> AT 2 PM AT THE CITY SERVICES FACILITY LOCATED AT 739 S. 104<sup>TH</sup> ST., LOUISVILLE, CO 80027 OR [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MDdhN2FmMjQtOWFmYi00NjhmlWI3MGUtYjk1ZDJhNDQ3MGZl%40thread.v2/0?context=%7b%22Tid%22%3a%22bdc34c2-e919-4b54-b6ba-01080ac35832%22%2c%22Oid%22%3a%22693b2310-bbd0-43f3-87ba-4a779fc09178%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDdhN2FmMjQtOWFmYi00NjhmlWI3MGUtYjk1ZDJhNDQ3MGZl%40thread.v2/0?context=%7b%22Tid%22%3a%22bdc34c2-e919-4b54-b6ba-01080ac35832%22%2c%22Oid%22%3a%22693b2310-bbd0-43f3-87ba-4a779fc09178%22%7d)**

**3ameeting\_MDdhN2FmMjQtOWFmYi00NjhmlWI3MGUtYjk1ZDJhNDQ3MGZl%40thread.v2/0?context=%7b%22Tid%22%3a%22bdc34c2-e919-4b54-b6ba-01080ac35832%22%2c%22Oid%22%3a%22693b2310-bbd0-43f3-87ba-4a779fc09178%22%7d**

**Meeting ID: 219 775 663 359 Passcode: HTdCMz**

**PROPOSALS WILL BE ACCEPTED UNTIL 3 PM**

**SEPTEMBER 6<sup>TH</sup>**

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

**City of Louisville | Parks, Recreation & Open Space**

**739 S 104th Street Louisville, CO 80027**

**PH: (303) 335-4776 [www.louisvilleco.gov](http://www.louisvilleco.gov)**

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# Request for Proposals

## CITY OF LOUISVILLE OPEN SPACE VEGETATION SURVEYS

City of Louisville, Parks & Recreation Department

### I. INTRODUCTION

The City of Louisville is soliciting recommendations and cost estimates from interested and qualified consultants to provide professional services to the City to conduct vegetation surveys across all City of Louisville Open Space properties, a total of 16 properties and 695 total acres. The Open Space Division will provide maps or GIS data layers for Louisville Open Space properties. These maps/layers will include property names, boundaries, ownership, and previous vegetation surveying transects to be repeated. Please provide recommendations and include costs for the following key components below. A mandatory-pre proposal meeting is required before submittal of proposals.

### II. BACKGROUND

The City of Louisville Open Space Division is inventorying plant species richness, plant cover, areas of protection, and rare plant occurrences across all City of Louisville-owned open spaces. Inventorying should be paired with vegetation mapping, categorization, and standardization with the US National Vegetation Classification System (USNVC).

The City of Louisville will provide the following:

1. GIS DATA
2. Lidar
3. Maps
4. Transect locations
5. Access/Permitting

THE CITY WILL PROVIDE DATA AND MAPPING FOR THE FOLLOWING:

| Data | Property      | Survey Data (Transects) | Point Observations | Vegetation Mapping |
|------|---------------|-------------------------|--------------------|--------------------|
| Yes  | Aquarius      | No                      | Yes                | Yes                |
| No   | Bullhead      | No                      | No                 | No                 |
| Yes  | Coyote Run    | Yes                     | No                 | No                 |
| Yes  | CTC           | No                      | Yes                | Yes                |
| No   | Damyanovich   | No                      | No                 | No                 |
| Yes  | Daughenbaugh  | Yes                     | No                 | No                 |
| Yes  | Davidson Mesa | Yes                     | Yes                | Yes                |
| Yes  | Dutch Creek   | No                      | Yes                | Yes                |
| No   | Gateway       | No                      | No                 | No                 |
| No   | Harper Lake   | No                      | No                 | No                 |
| Yes  | Hecla Lake    | Yes                     | No                 | No                 |
| No   | Hillside      | No                      | No                 | No                 |
| Yes  | North OS      | Yes                     | No                 | No                 |
| Yes  | Olsen         | No                      | Yes                | Yes                |
| No   | Walnut OS     | No                      | No                 | No                 |
| Yes  | Warembourg    | Yes                     | No                 | No                 |

Table 1: Previously completed survey and mapping data

### III. Timeline

1. August 2024 – Mandatory Pre-bid Meeting 8/29/2024 at 2 pm at 739 S. 104<sup>th</sup> St., Louisville, CO 80027
2. August 2024 – Inquiry Deadline at 3 pm on 8/30/2024
3. September 2024 – Response Deadline at 3 pm on 9/3/2024
4. September 2024 – Request for Proposal Due by September 6th at 3 pm MST
5. September 2024 – Start of surveying, transects, and maps
6. November 15th – Completion of surveying, transects, and maps
7. November 31st – Data packaging, Final Report and Summary
8. December 11th – Presentation to Open Space Advisory Board

### IV. CONTRACTOR WILL PROVIDE

Proposals should provide the services requested via a completed submittal of Exhibit B: Schedule of Unit Prices:

1. Vegetation Sampling (standard line-point intercept methodology w/ cover-point optical scope)
  - a) Quantifying Plant Cover
  - b) Quantifying Species Richness
  - c) Identifying Critical Habitat and Areas to Protect
  - d) Identifying Rare Plant Observations
  - e) Quantifying the Number of Transects (Number required per property)
  - f) Marking Field Transects (metal markers, rebar stake)
  - g) Capturing Digital photographs with captions of each transect taken
2. Vegetation Mapping

- a) Map-1 Overall Properties Map – Polygons, field observations, completed surveys from the contract using USNVC
    - 1. Standardization of GIS Data (ESRI-based and formatted to shapefiles/geodatabase)
    - 2. Categorization of Vegetation - the US National Vegetation Classification System (USNVC)
      - a) To the lowest classification of the USNVC, Level 8
  - b) Map-2 Create four categories of vegetative quality/desirability
    - 1. For example (Low, Medium, High-Desirability, and Rare/sensitive species)
    - 2. This map will help staff in identifying areas with restoration potential and be used to guide future management objectives such as avoiding trail construction and/or development in areas with high restoration potential or existing critical habitat and high-quality native vegetation areas
- 3. Final summary and report
    - a) Including executive summary drafted in layman's terms
    - b) Existing vegetation communities, mapping, and diversity
    - c) Observed trends/changes from past data
    - d) High protection areas
    - e) Priority restoration areas
  - 4. Presentation to the Open Space Advisory Board.
    - a) 20-Minute PowerPoint Presentation of Findings

#### ADDITIONAL REQUIREMENTS

- 1. The Contractor will create polygons to delineate the boundaries of individual vegetation associations as defined by the USNVC system. Each polygon will be accompanied by a geo-referenced photo, representative of the vegetation community
- 2. GIS Formatting Requirements:
  - a. All GIS data is required to be delivered, by Contractor, in an ESRI 10.x compatible format, either shapefile or file geodatabase feature class.
  - b. All spatial or georeferenced (both GIS and CAD) data are required to be provided, by the Contractor, in the following coordinate system:  
**Name:** NAD 1983 HARN State Plane Colorado North FIPS 0501 Feet  
**Unit:** Foot US  
**Projection:** Lambert Conformal Conic  
**Horizontal Datum:** North American Datum 1983 HARN  
**Vertical Datum:** North American Vertical Datum 1988  
**Spheroid:** GRS 1980
- 3. Mapping must include a comprehensive list of overstory and understory vegetation, documenting a minimum of fifteen (15) dominant plant species per polygon. The USNVC system requires percent cover estimates and dominance

ranking in each stratum. The five (5) most abundant species in each stratum should be ranked.

## **V. ADDITIONAL ALTERNATIVES (ADD\_ALT)**

1. ADD-ALT Comparable report and maps with past data and changes over time (percent native vs. non-native) (Vegetation mapping change)
2. ADD-ALT Noxious Weed Inventorizing and Mapping
  - a. Noxious weed species observed
  - b. Noxious weed locations, distributions and density
  - c. Areas to prioritize weed management
3. ADD-ALT Open Space Organizational Vegetation Documentation Protocols
  - a. Data Standardization
  - b. Data Collection
4. Additional creative products, services or mapping that the consultant feels would add value to this project

## **VI. PROPOSAL REQUIREMENTS**

### **1. SELECTION PROCESS AND CRITERIA**

The following criteria will be used to evaluate all proposals:

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

### **2. PERIOD OF SERVICE**

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

### **3. BUDGET, COMPENSATION & PAYMENT**

- a) Payment for the Respondent Team services, construction and site restoration will be based on a lump sum proposal to include the scope of services identified in the Invitation to Bid. The lump sum proposal shall include costs for all overhead, profit, deliverables, travel expenses, copies, and other expenses incidental to the project. Payments will be made on a monthly basis upon receipt and acceptance of an invoice indicating the services for which payment is due. Hourly rate and

unit pricing schedules shall be included in the contract for possible additions or deletions to the services. The selected Respondent Team will be required to enter into an agreement with the City. The City's standard independent contractor agreement is attached for reference.

#### 4. STANDARD TERMS AND CONDITIONS

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

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

## VII. REQUIRED SUBMITTALS

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

1. Letter of Interest  
Provide a letter of introduction stating the Respondent's interest and reflecting an understanding of the proposed scope of services. The letter must be signed by an authorized agent for the Respondent
2. Capabilities & Experience  
Provide a brief review of your qualifications and include three (3) examples of past or present work which best demonstrate your ability to successfully complete the proposed services. Focus, to the greatest

extent possible, on projects similar to the scope of services herein completed within the past three years.

3. **References**

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

4. **Proposed Schedule & Materials Submittal**

Provide a proposed project schedule, including start and finish dates, along with applicable milestones. A graphic representation (i.e. Gantt Chart) is preferred.

5. **Required Forms**

a) Complete and Signed – Bid Form (Exhibit B)

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

b) Signed - Disclosure Statement (Exhibit C)

## **VIII. INQUIRIES**

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

## **IX. SUBMISSIONS & CONTACT INFORMATION**

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

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

Nathaniel Goeckner - Natural Resource Supervisor | Open Space

[ngoeckner@louisvilleco.gov](mailto:ngoeckner@louisvilleco.gov)

AND

Kayla Corcelli - Administrative Assistant | Parks & Open Space

[kcorcelli@louisvilleco.gov](mailto:kcorcelli@louisvilleco.gov)

**EXHIBIT A****Project Map****EXHIBIT B****Bid Form & Schedule of Unit Prices****EXHIBIT C****Disclosure Statement****EXHIBIT D****Sample Agreement**

## **Exhibit A: Property Maps**

**Please see the attached maps of the properties of the City of Louisville Open Space. More detailed property maps are available upon request. Previous vegetation mapping and data is available as well.**

## Exhibit A: Property Maps

### Avista Open Space



#### Legend

OpenSpace\_Properties\_C... 9.3 acres

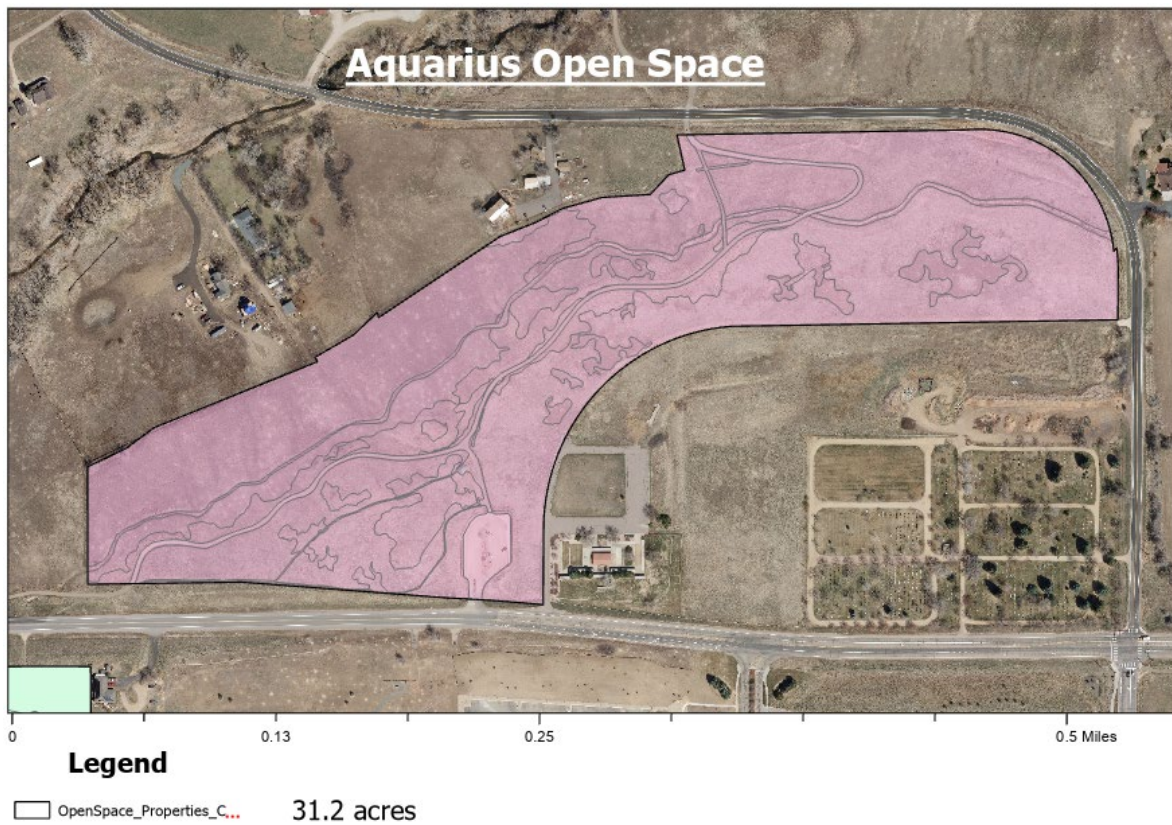
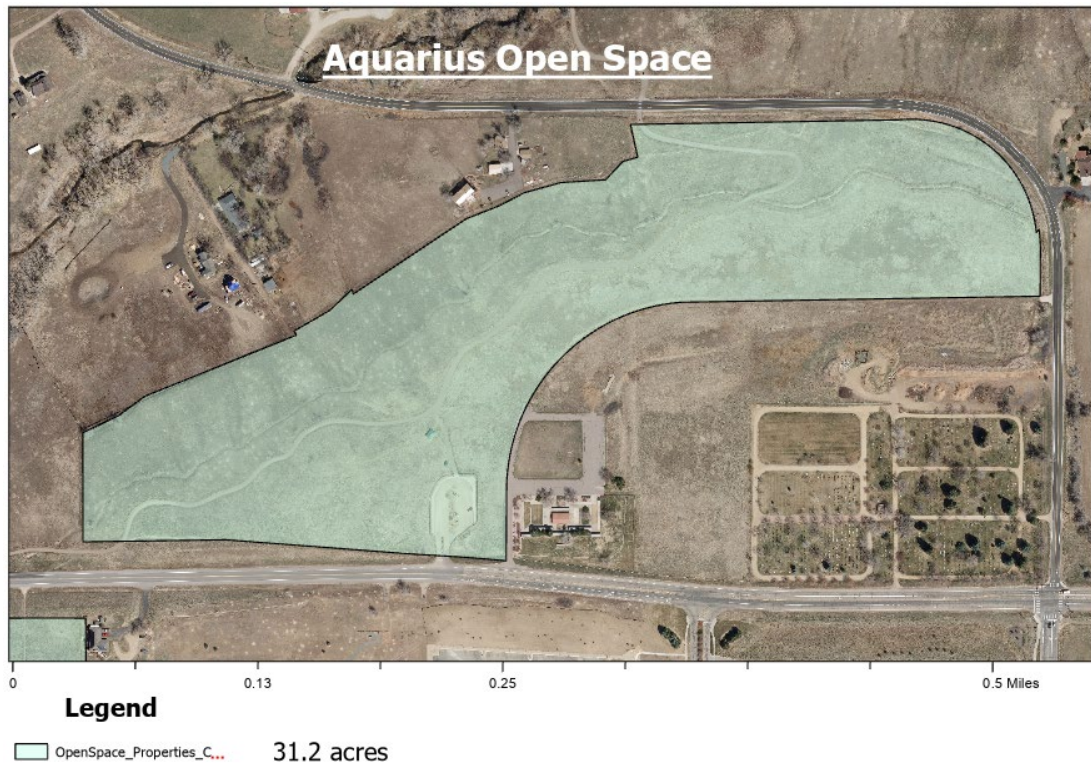


#### Legend

OpenSpace\_Properties\_C... 9.3 acres

## Exhibit A: Property Maps

### Aquarius Open Space



## Exhibit A: Property Maps

### Bullhead Open Space



#### Legend

OpenSpace\_Properties\_C...

18.5 acres



#### Legend

OpenSpace\_Properties\_C...

18.5 acres

## Exhibit A: Property Maps

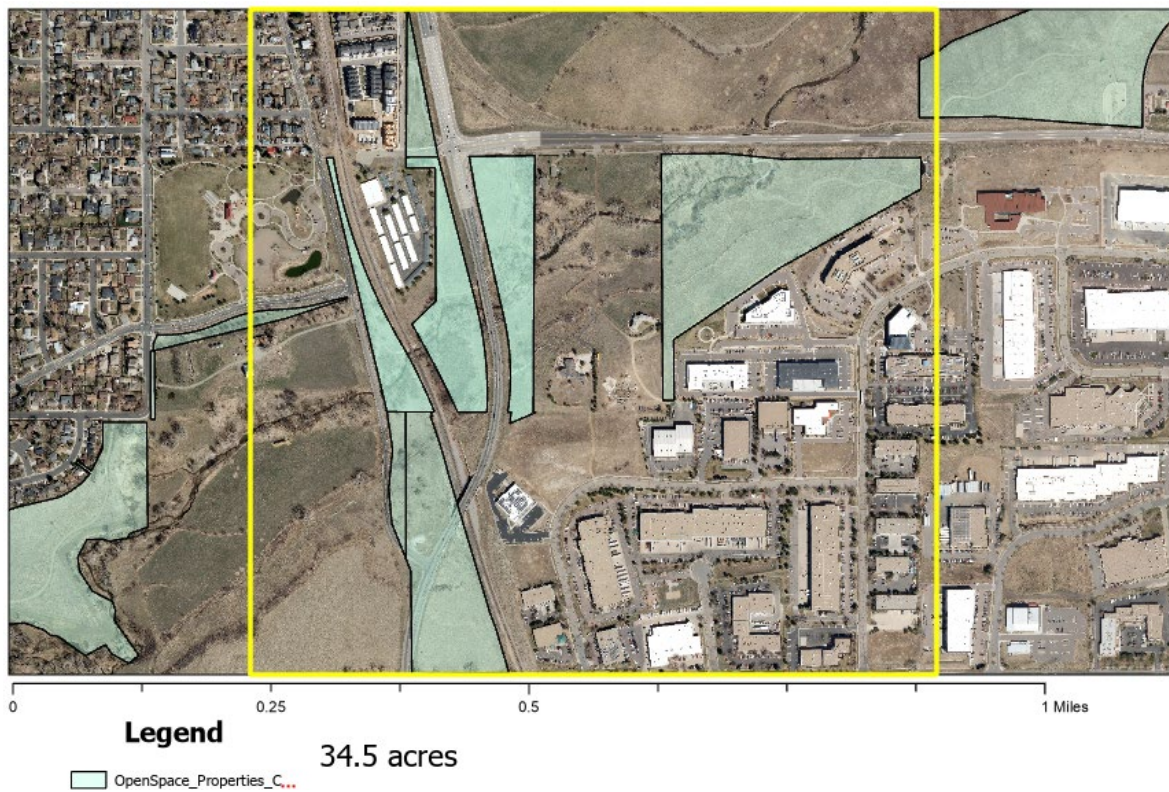
### Coyote Run



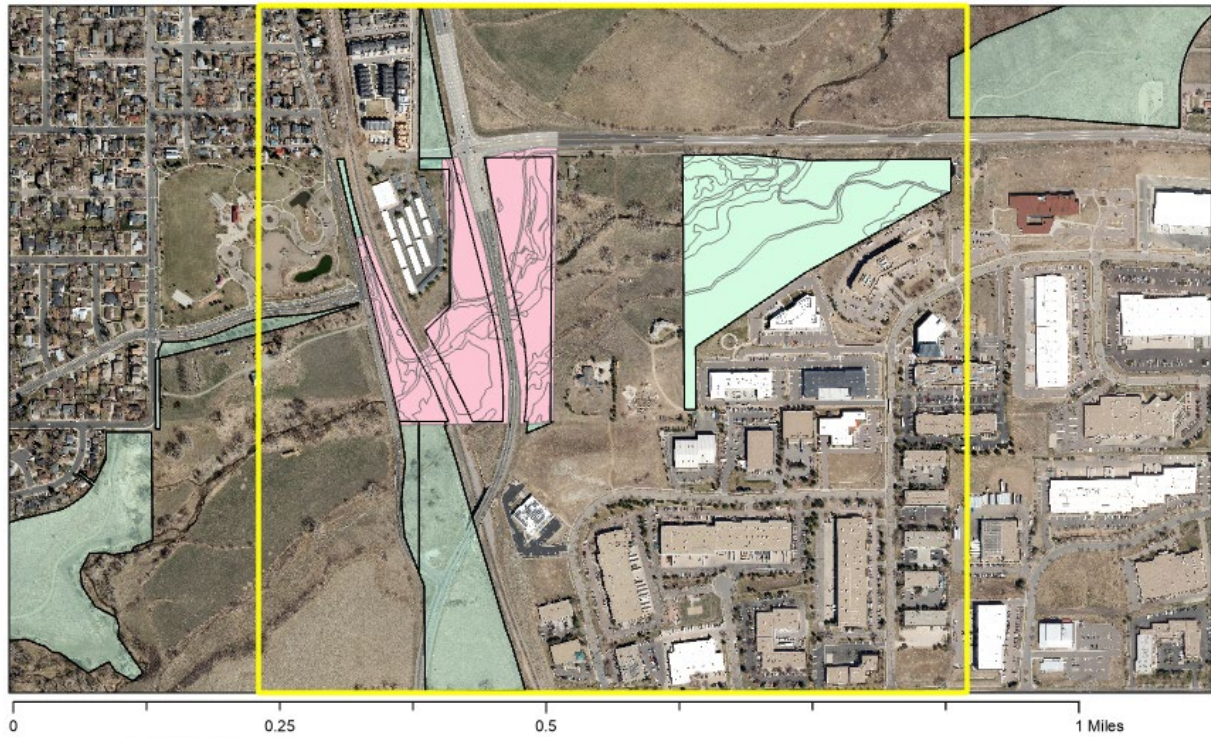
## Exhibit A: Property Maps



## CTC & Olsen Open Space



## Exhibit A: Property Maps



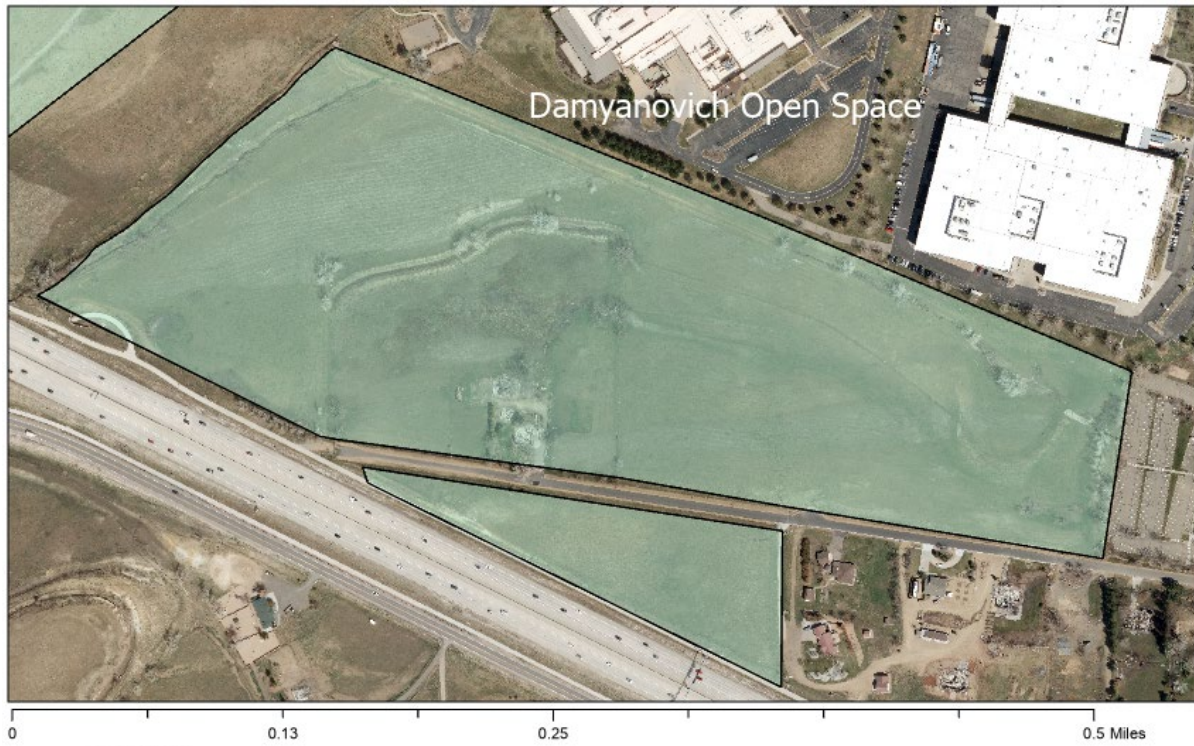
### Legend

- Olson2020Final
- CTC2020Final
- OpenSpace\_Properties\_C...

34.5 acres

**Damyanovich**

## Exhibit A: Property Maps



### Legend

OpenSpace\_Properties\_C... 44.17 acres



### Legend

OpenSpace\_Properties\_C... 44.17 acres

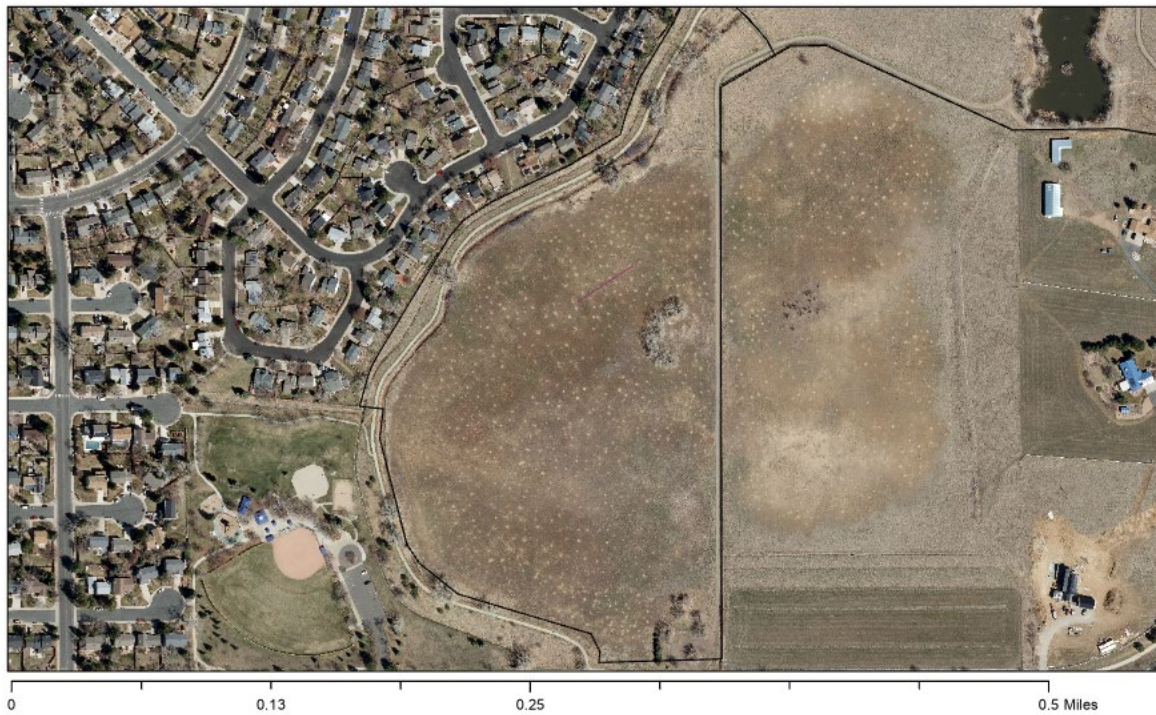
## Exhibit A: Property Maps

### Daughenbaugh



#### Legend

- Daughenbaugh\_Veg\_Tra ...
- OpenSpace\_Properties\_C... 23.5 acres

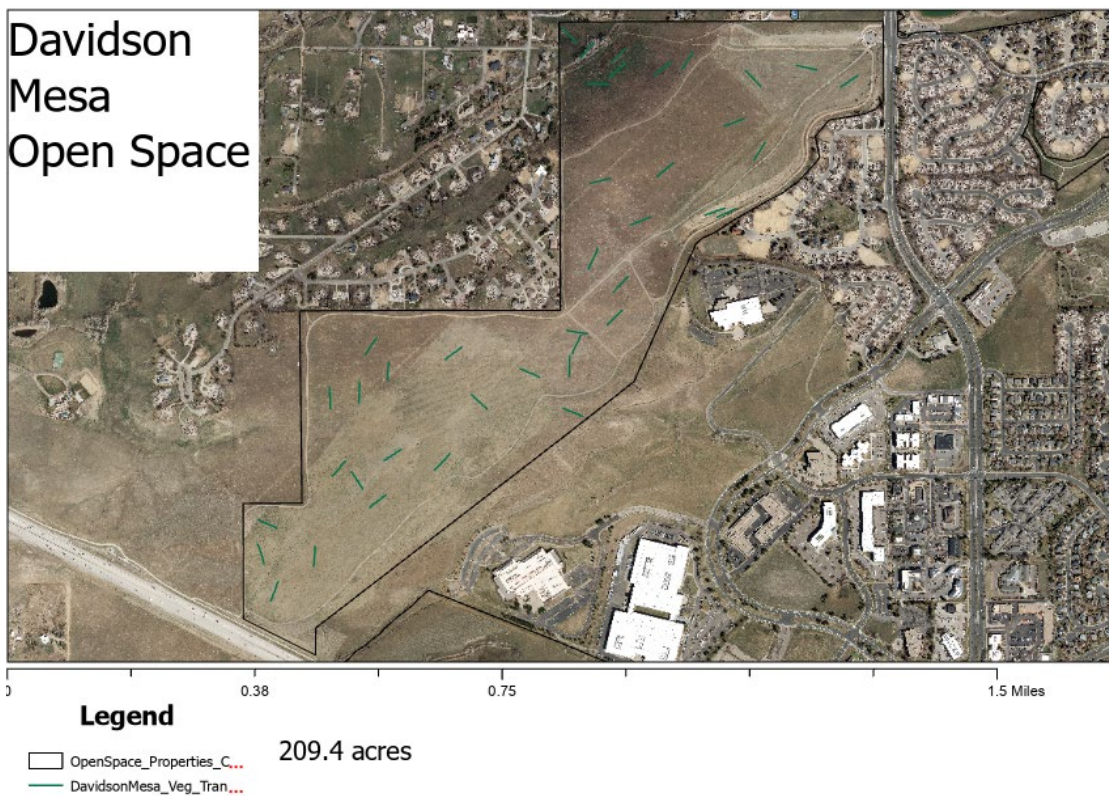
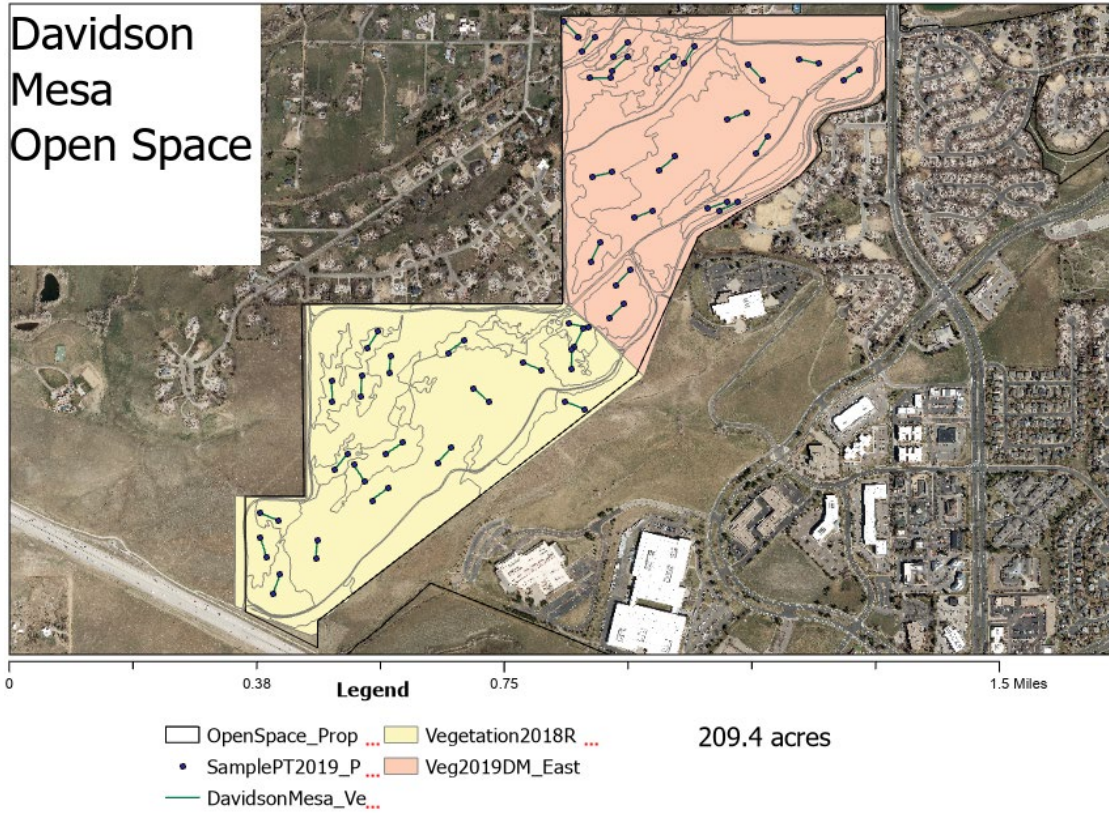


#### Legend

- OpenSpace\_Properties\_C...
- Daughenbaugh\_Veg\_Tra ... 23.5 acres

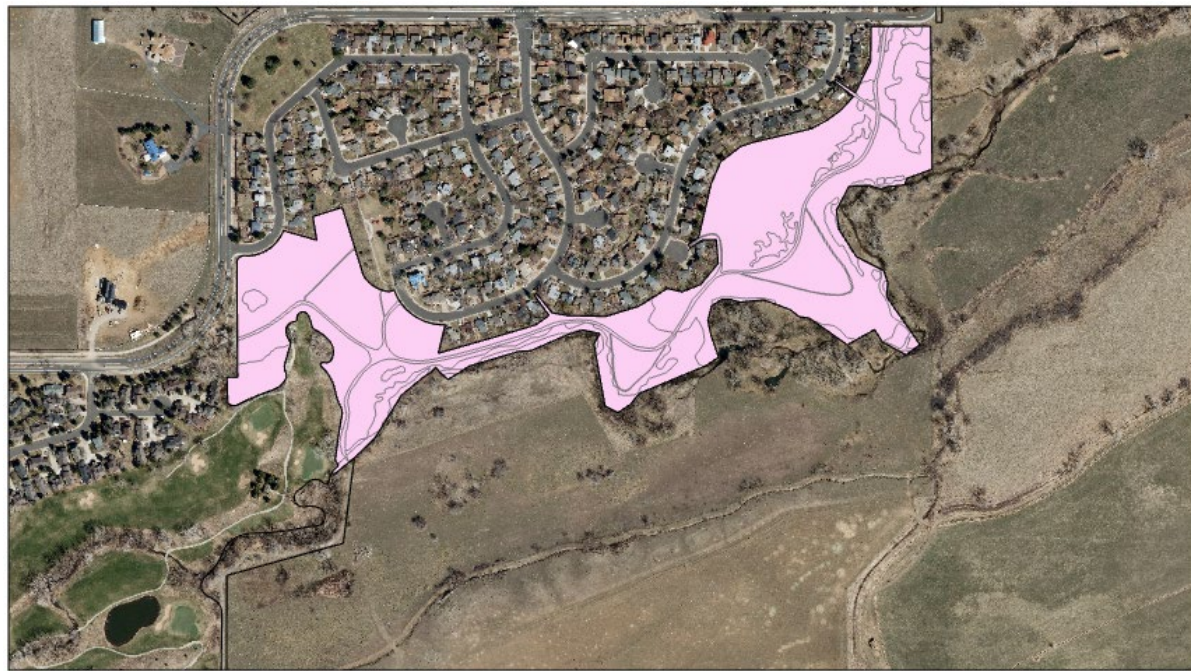
## Exhibit A: Property Maps

### Davidson Mesa



## Exhibit A: Property Maps

### Dutch Creek



0 0.17 0.35 0.7 Miles

#### Legend

- OpenSpace\_Prop ... 28 acres
- DutchCreek2020F ...

## Exhibit A: Property Maps



0 0.17 0.35 0.7 Miles

### Legend

□ OpenSpace\_Prop ... 28 acres

## Gateway



0 0.02 0.04 0.07 Miles

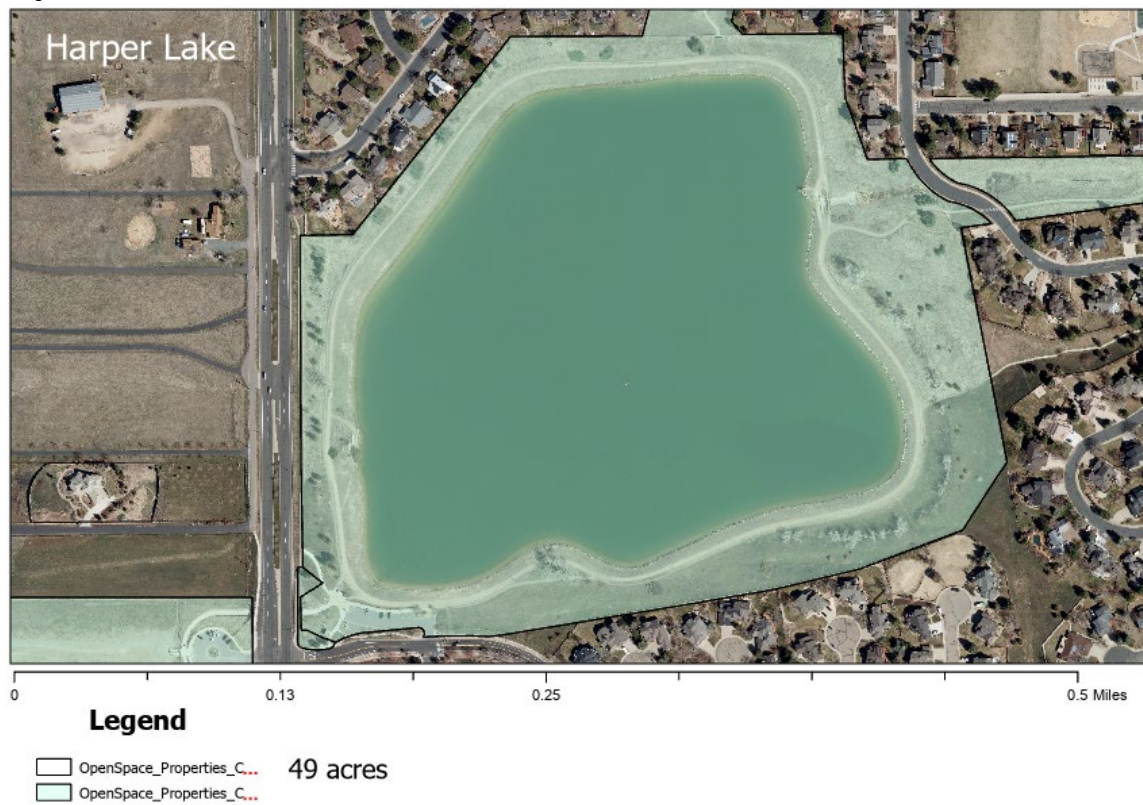
### Legend

□ OpenSpace\_Pro... 1.2 acres

## Exhibit A: Property Maps



### Harper Lake



## Exhibit A: Property Maps



## Hecla Lake



## Exhibit A: Property Maps



## Hillside

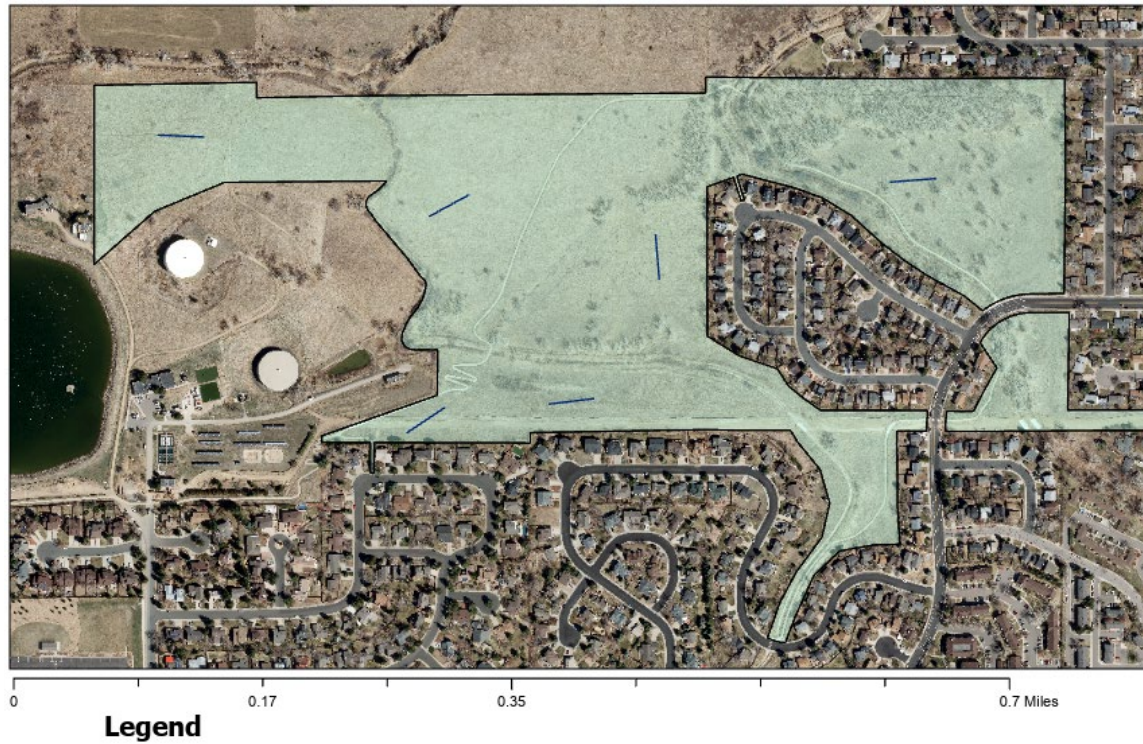


## Exhibit A: Property Maps



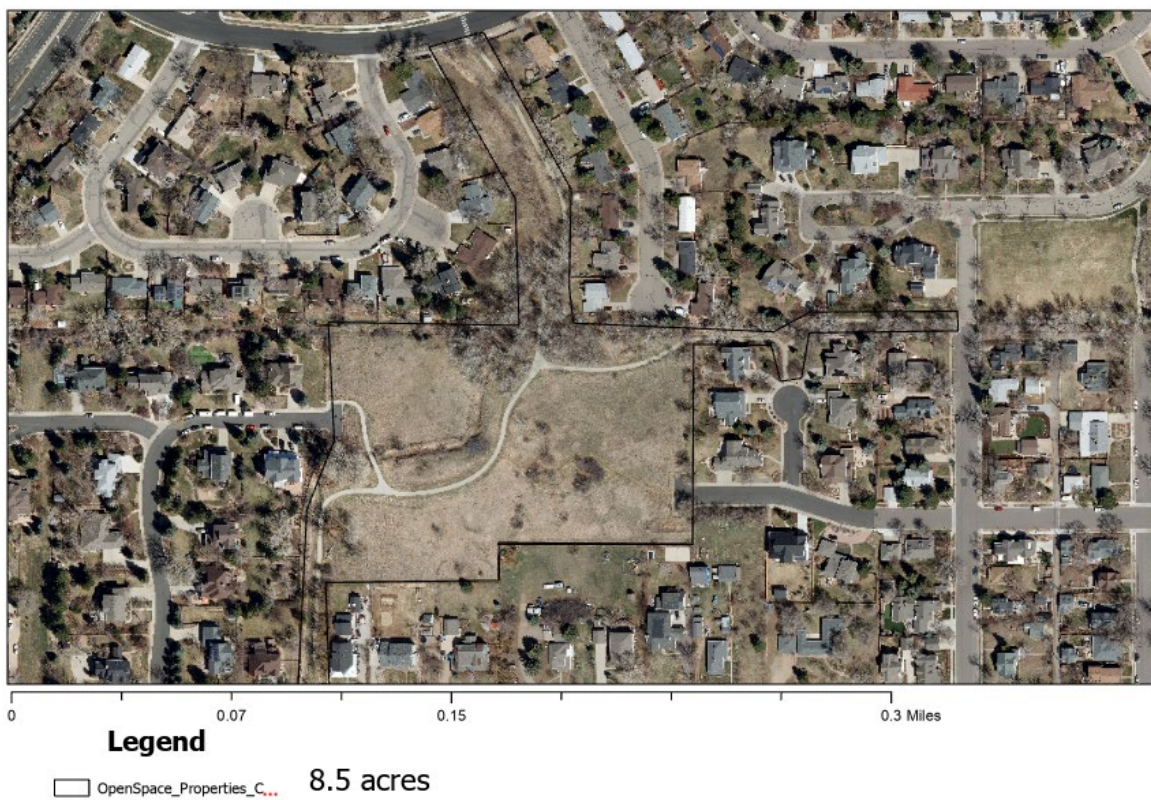
North OS

## Exhibit A: Property Maps



## Exhibit A: Property Maps

### Walnut OS



### Warembourg

## Exhibit A: Property Maps



## **EXHIBIT B - BID FORM**

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PROJECT: Open Space Vegetation Surveying  
PROJECT NUMBER: 210750-540900  
OWNER: CITY OF LOUISVILLE, COLORADO

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

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

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

| Date  | Number |
|-------|--------|
| _____ | _____  |
| _____ | _____  |

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

- (d) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
  - (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with Contract Documents for the price(s) shown below in the Schedule of Unit Prices. Each unit price will be deemed to include an amount considered by BIDDER to be adequate to cover BIDDER's overhead and profit for each separately identified item. BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.
5. The following documents are enclosed and made a condition of this Bid:
- (a) Schedule of Unit Prices
  - (b) Required Bid Security (Bid Bond)
  - (c) Schedule of Subcontractors (Any persons and organizations proposed to perform the Work are required to be identified and submitted in this Bid)
  - (d) If BIDDER is a partnership, a list of all partners, their addresses, and their interest and role in the partnership business.

7. Communications concerning this Bid shall be addressed to:

Name: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

**SUBMITTED on \_\_\_\_\_, 2024.**

**If BIDDER is:**

An Individual

By: \_\_\_\_\_  
(Individual's Name)

(SEAL)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By: \_\_\_\_\_  
(Firm Name)

(SEAL)

\_\_\_\_\_  
(General Partner)

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of incorporation)

By \_\_\_\_\_ Title \_\_\_\_\_  
(Name of person authorized to sign)

(CORPORATE SEAL)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Date of Qualification to do business: \_\_\_\_\_

A Joint Venture

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Phone Number and Address for receipt of official communications

\_\_\_\_\_  
\_\_\_\_\_

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

## SCHEDULE OF UNIT PRICES

PROJECT: Open Space Vegetation Surveying  
 PROJECT NUMBER: 210750-540900  
 OWNER: CITY OF LOUISVILLE, COLORADO

\*It is the responsibility of the contractor to perform a site visit to verify access needs and time needed to complete work.

| ITEM | DESCRIPTION                                                            | QUANTITY                 | UNIT | PRICE |
|------|------------------------------------------------------------------------|--------------------------|------|-------|
| 1    | Vegetation Sampling                                                    | 1                        | LS   | \$    |
| 2    | Vegetation Mapping                                                     | 1                        | LS   | \$    |
| 3    | Final summary and report                                               | 1                        | LS   | \$    |
| 4    | Summary Presentation                                                   | 1                        | LS   | \$    |
|      | Lump Sum BASE BID 1-4                                                  | LUMP SUM                 |      | \$    |
| 5    | ADD-ALT - Open Space Organizational Vegetation Documentation Protocols | 1                        | LS   | \$    |
| 5    | ADD-ALT Comparable report with past data                               | 1                        | LS   | \$    |
| 6    | ADD-ALT Noxious Weed Inventorying and Mapping                          | 1                        | LS   | \$    |
| 7    | ADD-ALT Open Space Organizational Vegetation Documentation Protocols   | 1                        | LS   | \$    |
| 8    | Additional creative products, services, or mapping                     | 1                        | LS   | \$    |
|      | Additional alternatives 5-8                                            | LUMP SUM ADD ALT         |      | \$    |
|      | Total with all additional alternatives                                 | TOTAL BASE BID + ADD ALT |      | \$    |

**GRAND TOTAL \$** \_\_\_\_\_

**CONTRACTOR COMMENTS:**

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**BID BOND**

**BIDDER (Name and Address):**

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**SURETY (Name and Address of Principal Place of Business):**

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**OWNER (Name and Address):**

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**BID:**

BID DUE DATE: \_\_\_\_\_

PROJECT (Brief Description Including Location):

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**BOND:**

BOND NUMBER: \_\_\_\_\_

DATE: (Not later than Bid Due Date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

\_\_\_\_\_(Seal)  
Bidder's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

**SURETY**

\_\_\_\_\_(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

- Note:
- (1) Above addresses are to be used for giving requiring notice.
  - (2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
  - (3) See conditions next page.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the properly executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2. All bids are rejected by Owner, or
  - 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirements of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

## SCHEDULE OF SUBCONTRACTORS

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

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

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

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

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

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

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

### **EXHIBIT C - DISCLOSURE STATEMENT**

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

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

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

☐

NO KNOWN RELATIONSHIPS EXIST

☐

RELATIONSHIP EXISTS (Please explain the relationship)

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**I CERTIFY THAT:**

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

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **SAMPLE AGREEMENT**

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

**CITY OF LOUISVILLE, COLORADO**  
(hereinafter called OWNER)

and

(hereinafter called CONTRACTOR)

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

### **ARTICLE 1. WORK**

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

**PROJECT:** *Open Space Vegetation Surveying 2024*  
**PROJECT NUMBER:** 301524-660290

### **ARTICLE 2. CONTRACT TIMES**

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

### ARTICLE 3. CONTRACT PRICE

- 3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of **(CONTRACTS AGREED COST)** set forth in the Bid Form of the CONTRACTOR dated April 14, 2023.

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

### ARTICLE 4. PAYMENT PROCEDURES

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

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

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

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

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

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

## ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

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

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

## **ARTICLE 6. CONTRACT DOCUMENTS**

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

- 6.1 This Agreement
  - 6.2 Documentation submitted by CONTRACTOR prior to Notice of Award, as applicable:
    - 6.2.1 Bid Response
    - 6.2.2 Bid Form
    - 6.2.3 Schedule of Subcontractors
    - 6.2.4 Anti-Collusion Affidavit
    - 6.2.5 Workers without Authorization Compliance
    - 6.2.6 Bid Bond
  - 6.3 General Conditions
  - 6.4 Supplementary Conditions
  - 6.5 General Requirements
  - 6.6 Technical Specifications
  - 6.7 Drawings with each sheet bearing the title **Open Space Vegetation Surveying 2024**
  - 6.8 Other documents which may be required or specified including:
    - 6.8.1 Addenda No. 1 to 1 exclusive
    - 6.8.2 Notice of Award
    - 6.8.3 Performance Bond
    - 6.8.4 Labor and Material Payment Bond
    - 6.8.5 Certificates of Insurance
    - 6.8.6 Notice to Proceed
    - 6.8.7 Change Order
    - 6.8.8 Field Order
    - 6.8.9 Work Change Directive
    - 6.8.10 Application for Payment
    - 6.8.11 Contractor Proposal Request
    - 6.8.12 Contractor Overtime Request
    - 6.8.13 Certificate of Substantial Completion
    - 6.8.14 Claim Release
    - 6.8.15 Claim Release for Subcontractors
    - 6.8.16 Final Inspection Report
    - 6.8.17 Certificate of Final Completion
    - 6.8.18 Guarantee Period Inspection Report
-

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

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

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

## **ARTICLE 7. MISCELLANEOUS**

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

## ARTICLE 8. OTHER PROVISIONS

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

This Agreement will be effective on \_\_\_\_\_, **2023**.

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**OWNER: CITY OF LOUISVILLE,  
COLORADO**

**CONTRACTOR:**

By: \_\_\_\_\_  
Samma Fox, Interim City Manager

By: \_\_\_\_\_  
Name, Title

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: \_\_\_\_\_  
Meredyth Muth, City Clerk

Attest: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

739 S.104th Street  
Louisville, Colorado  
80027

Attention: Natural Resources Supervisor  
– Open Space

Attention: