



REQUEST FOR PROPOSALS

THE CITY OF LOUISVILLE OPEN SPACE DIVISION

Open Space Cattle Grazing

Project Number: 210750-540530

**A MANDATORY PRE-BID CONFERENCE WILL BE CONDUCTED
ON 2/26/25 AT 11 AM IN THE CITY OF LOUISVILLE CITY SERVICES BUILDING
739 S 104TH ST, LOUISVILLE, CO 80027**

PROPOSALS WILL BE ACCEPTED UNTIL (3/4/25 AT 2 PM MST)

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

City of Louisville | Parks, Recreation & Open Space

739 S 104th Street Louisville, CO 80027

PH: (303) 335-4776 www.louisvilleco.gov

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I. INTRODUCTION

The City of Louisville is soliciting a contractor who can implement restorative adaptive multi-paddock grazing (AMP) and grassland wildfire mitigation grazing across approximately 220 acres of its grassland open space properties. Grazing will occur during the spring and fall seasons across several properties. Staff and conditions at the time of implementation will determine grazing dates and utilization.

Bids will be collected until 3/4/25 at 2 PM MST. Bidding information can be found on the City of Louisville's website under the tab "Doing Business". Questions regarding bidding and project scope can be directed to Nathaniel Goeckner, Natural Resource Supervisor (303-335-4744) ngoeckner@louisvilleco.gov or Kayla Corcelli, Administrative Assistant kcorcelli@louisvilleco.gov.

If you have any questions regarding bidding or the RFP, inquiries will be collected until 2/28/25, with a response deadline from staff by 11 AM MST on 3/3/25.

Bids will be awarded on 3/7/25 by 2 PM MST.

II. BACKGROUND

The grassland properties of the City of Louisville's Open Space portfolio were historically characterized by native short grasses, mixed mid/tall grasses, and warm season grasses. Today, areas with high native grass communities are comprised of species of big & little bluestem (*Andropogon gerardi*, *Schizachyrium scoparium*), blue grama (*Bouteloua gracilis*), western wheatgrass (*Pascopyrum smithii*), various forbs like dotted blazing star (*Liatris punctata*), white sagebrush (*Artemisia ludoviciana*), soapweed yucca (*Yucca glauca*) and secondary warm season short stoloniferous grasses like buffalograss (*Bouteloua dactyloides*). Today, many areas of the properties have departed from their historical and native plant communities. These impacts have led to the introduction of non-native annual and perennial cool season grasses such as cheatgrass (*Bromus tectorum*), Smooth Brome (*Bromus inermis*), Crested Wheatgrass (*Agropyron cristatum*), and forbs like dalmatian toadflax (*Linaria dalmatica*) and a variety of thistles (*Cirsium* spp.). Non-native cool season grasses are an emphasis of the grazing program and are targeted during spring, which will be outlined by staff.

The City of Louisville Open Space Division is soliciting a contractor/rancher to continue the restorative adaptive multi-paddock and wildfire mitigation grazing completed over the last two years of the City of Louisville Open Space's grazing program. Adaptive multi-paddock grazing is a technique that utilizes frequent strategic livestock movements across several paddocks in a larger area. This grazing method allows land managers to closely measure the effects of grazing on forage, required rest periods between grazes, and the grazing pressure on native plant communities. To address grassland wildfire mitigation, staff will be communicating grazing utilization rates depending on conditions and the native plant communities located on the property. Utilization rates can be expected to vary from 50% utilization to upwards of 80% utilization in select areas and previously established study plots

and will be measured by Open Space Staff. Grazing seasons will be dictated ultimately by forage growth and weather conditions. Still, they can generally be expected between mid-May to early June for the spring season and late August to late September for the fall season.

III. **TIMELINE**

1. 2/9/25 – RFP advertised to Daily Camera (1st posting)
2. 2/16/25 – RFP advertised to Daily Camera (2ND posting)
3. 2/16/25 – RFP published to City website and Rocky Mountain Bidnet
4. **2/26/25 – Mandatory Pre-bid Meeting – 739 S. 104th St., Louisville, CO 80027 at 11 AM**
5. **2/28/25 – Inquiry Deadline**
6. **3/3/25 – Response Deadline at 11 AM MST**
7. **3/4/25 – Request for Proposal Due at 2 PM MST**
8. **3/7/25 – Bid awarded by 2 PM MST**
9. 5/1/25 – Start of project
10. 10/31/25– Completion of project
11. 11/12/25 – Presentation to Open Space Advisory Board (ADD_ALT)

IV. **SCOPE OF WORK**

Scope A

- Mobilization of livestock to specified properties and within previously arranged grazing season dates
- Provide effective grazing management to address City grazing management goals regarding reduced grassland fuel levels, forage, and nonnative vegetation.
- Reduction of grass fuel levels through grazing, reducing grassland fuel height and fuel continuity
- Increase nutrient cycling through the deposition of organic matter to benefit soil health and increase water-holding capacity
- One two-hour on-site educational information event for the public, which will be decided and coordinated by staff
- One Fall project presentation to the Open Space Advisory Board
- 2–4-page report documenting grazing treatments, results, photo points
- Grazing acreage and locations will be impacted by forage growth and weather conditions and will be outlined by staff before grazing commences. Grazing acres will vary but can be expected to be around 220 acres. The grazing location on the property will depend on the need for rest rotations and plant community composition.

Scope B – Grazing Protocols

The City of Louisville Open Space Division requires that contractors hired to perform cattle grazing on Open Space must conduct their jobs safely and professionally. To help ensure this, the City of Louisville Open Space Division has set the following protocols to be followed by contractors:

1. During the contract term, the City and the contractor will mutually agree upon cattle grazing locations.
2. Cattle grazing on Open Space properties shall occur during spring and fall. Grazing is permitted on Monday through Friday and on the weekends.
3. Contractor is required to obtain a Public Works Right-of-Way permit before access to Open Space and an Open Space access permit.
4. The Contractor must meet with a Louisville Open Space Division representative before grazing occurs to be shown grazing site locations.
5. The Contractor is responsible for the safety and containment of cattle while on Open Space.
6. The Contractor will not graze within trail corridors. Any fecal matter on trails must be removed by the Contractor.
7. The contractor must use portable fencing to contain cattle in designated areas and place warning signage along the fence to alert the public of potential electric shock.
8. Precautions must be taken to reduce the spread of weed seeds while grazing on Open Space.
9. Contractor is responsible for providing water for cattle.
10. All public concerns will be directed to the Louisville Open Space Division staff representative.
11. The Contractor must limit speed to 10 mph, stop for pedestrians on the trail, be aware of potential blind corners, and use hazards while on Open Space properties.
12. Any damages caused by the contractor shall be repaired, replaced, or reconstructed with like materials to the satisfaction of the City at the Contractor's expense.

ADDITIONAL REQUIREMENTS

- Livestock drop-offs and pickups must be communicated at least 72 hours in advance to the City of Louisville Open Space staff representatives and must occur during the week (M-F) when there is appropriate staffing.
- If large equipment and trailers for livestock will impact traffic and roads, City Open Space staff and Rangers must be informed, and traffic plans should be created in collaboration with staff and the City of Louisville Police Department.

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

Contracted Company

Contracted Applicator

Date

V. CONTRACTOR WILL PROVIDE

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

1. DELIVERABLE #1:
Mobilization and Demobilization – Mobilization, travel of livestock to City of Louisville properties, demobilization and removal of livestock from properties
2. DELIVERABLE #2:
Spring Season Grazing – roughly 125 acres across three different Open Space Properties (Davidson Mesa, North Open Space, Damyanovich OS). Utilization rates vary (50% - 80%). Potential Dates: May 5th – June 16th, depending on conditions(+/- 1 to 2 weeks).
3. DELIVERABLE #3:
Fall Season Grazing – roughly 95 acres across three different Open Space Properties (Davidson Mesa, North Open Space, Damyanovich OS). Utilization rate varying (40% to 60%). Potential Dates: August 18th – September 30th, depending on conditions (+/- 1 to 2 weeks).
4. DELIVERABLE #4:
Fencing and Safety Fencing – fencing to contain livestock, and all livestock movements/paddock creation to meet City of Louisville grazing standards, breaking down any fencing, posts, or markers
5. DELIVERABLE #6: (ADD ALT)
One Public Educational Presentation – this will be planned and coordinated by staff and cover topics related to livestock movements, livestock management, grazing rates/utilization, livestock husbandry, etc. Date is subject to change but will occur at the end of the fall grazing period.
6. DELIVERABLE #7: (ADD ALT)
Yearly Summary Presentation to OSAB – a 15 minute presentation summarizing work performed on Open Space, answering questions from community members and Open Space Advisory Board

ADDITIONAL ALTERNATIVES (ADD_ALT)

1. ADD-ALT Depending on seasonal precipitation, forage growth, and other land management, the grazing costs of an additional 20 acres
2. ADD-ALT: Biological Soil Sampling – PLFA Soil Microbial Community Analysis across all grazed properties

VI. PROPOSAL REQUIREMENTS

1. SELECTION PROCESS AND CRITERIA

- 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.
- The reputation, experience, and efficiency of the contractor.
- The ability of the contractor to provide quality services within time constraints.
- 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.
- Such other factors as the City determines are relevant to consideration of the City's best interests.
- Submit three references, with current contact information, for similar projects completed within the last three years
- 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. The following criteria will be used to evaluate all proposals:

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 (2 PM) MDT on the Proposal Deadline listed above. Late proposals will not be accepted. *Please keep submissions to 10mb or less.*

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

Nathaniel Goeckner, Natural Resource Supervisor | Open Space

ngoeckner@louisvilleco.gov

AND

Kayla Corcelli - Administrative Assistant | Parks & Open Space

kcorcelli@louisvilleco.gov

EXHIBIT A

Bid Form & Schedule of Unit Prices

EXHIBIT B

Disclosure Statement

EXHIBIT C

Sample Agreement

EXHIBIT D

Property Maps

EXHIBIT A - BID FORM

PROJECT: Open Space Grazing
PROJECT NUMBER: 210750-540530
OWNER: CITY OF LOUISVILLE, COLORADO

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

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

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

Date	Number
_____	_____
_____	_____

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

- (d) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with Contract Documents for the price(s) shown below in the Schedule of Unit Prices. Each unit price will be deemed to include an amount considered by BIDDER to be adequate to cover BIDDER's overhead and profit for each separately identified item. BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.
5. The following documents are enclosed and made a condition of this Bid:
- (a) Schedule of Unit Prices
 - (b) Schedule of Subcontractors (Any persons and organizations proposed to perform the Work are required to be identified submitted in this Bid)
 - (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 _____, 2025.

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 Cattle Grazing
 PROJECT NUMBER: 210750-540530
 OWNER: CITY OF LOUISVILLE, COLORADO

*It is the responsibility of the contractor to perform a site visit to verify and finalize all measurements and drainage needs of the parking lot in preparation of this cost estimate.

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE
1	Mobilization and Demobilization	1	LS	\$
2	Spring Season Grazing	1	LS	\$
3	Fall Season Grazing	1	LS	\$
4	Fencing	1	LS	\$
5	One Public Educational Presentation	1	LS	\$
6	Yearly Summary Presentation to OSAB	1	LS	\$
				\$
7	ADD-ALT #1 (additional 20 acres)	1	LS	\$
8	ADD-ALT #2 (PLFA Soil Microbial Community Analysis)	1	LS	\$
				\$
	Total with all additional alternatives	TOTAL BASE BID + ADD ALT		\$

GRAND TOTAL \$ _____

CONTRACTOR COMMENTS:

BID BOND

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID:

BID DUE DATE: _____
PROJECT (Brief Description Including Location): _____

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 B - DISCLOSURE STATEMENT

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

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

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

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

I CERTIFY THAT:

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

Printed or Typed Name

Title

Signature

Date

**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 set forth in Section 3.0 of this Agreement (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 re-evaluations, 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] [on or before _____].
- 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.

OPTIONAL LIQUIDATED DAMAGES PROVISION:

- 6.3 **LIQUIDATED DAMAGES.** The City and the Contractor agree and recognize that time is of the essence in this Agreement and that the City will suffer financial loss if the Services set forth in Section 3.0 are not substantially complete by the date specified in paragraph 6.1 above, plus any extensions thereof allowed by amendment to this Agreement approved pursuant to Section 18.0. The City and the Contractor also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the City and the Contractor agree that as liquidated damages, and not as a penalty, for delay in performance the Contractor shall pay the City **ONE THOUSAND DOLLARS (\$1,000)** for each and every day or portion thereof that expires after the deadline set forth in Section

6.1. 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 City, or other incidental or consequential damages suffered by the City due to the Contractor's performance. If the City charges liquidated damages to the Contractor, this shall not preclude the City 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.

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 IMPOSED 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

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.

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: _____

749 Main Street

Louisville, CO 80027

e-mail: _____

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

- a) 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.

- b) 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

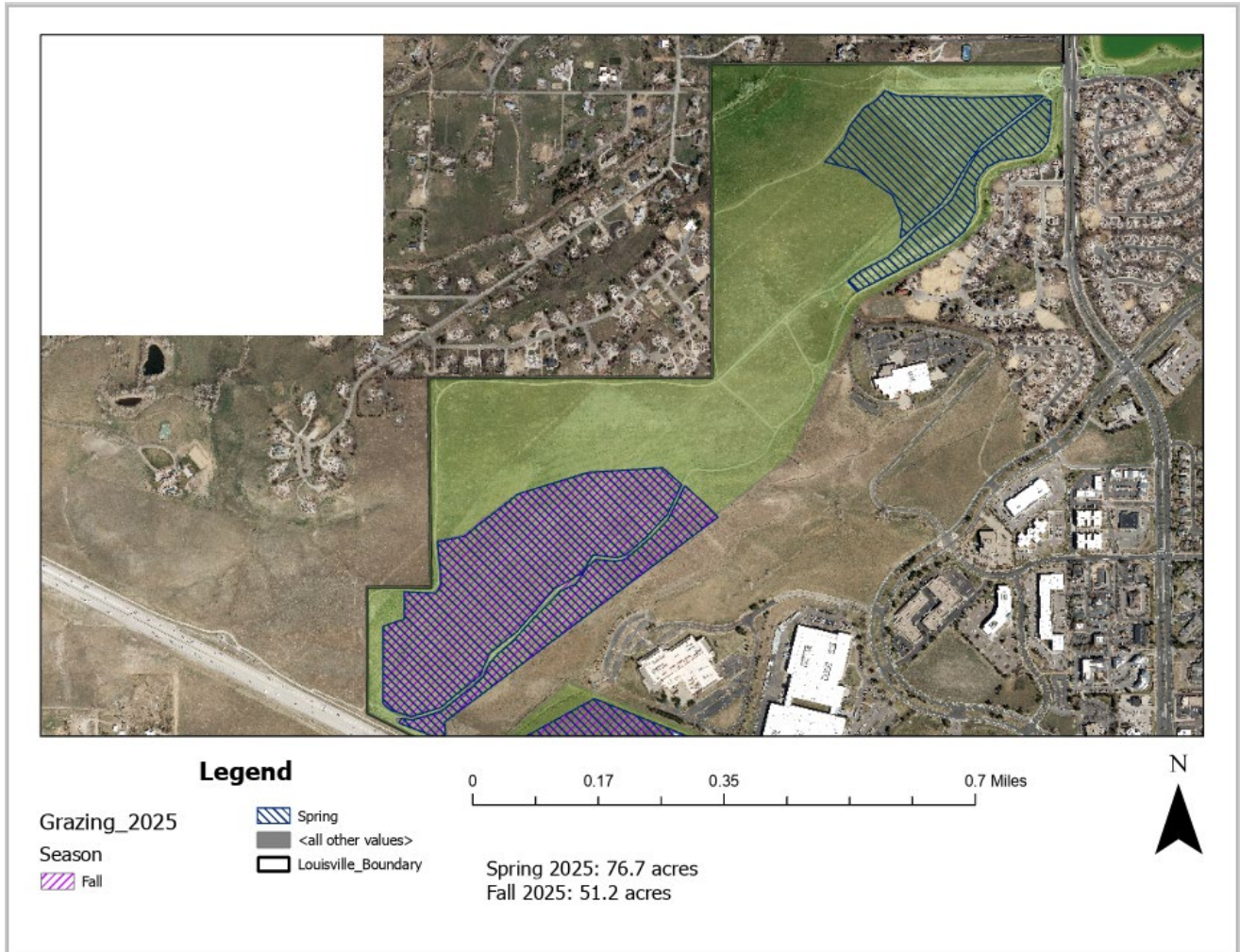
Attest: _____
City Clerk

CONTRACTOR:

By: _____
Title: _____

EXHIBIT D – Property Maps

Davidson Mesa



North Open Space



Damyanovich Open Space

