

ADDENDUM#1

4/14/26

04062026_RFB Park's Weed Spraying

Questions Received:

Q1: addresses of the desired treatment areas and what type of service you are looking for at each location?

A1: Please see a list of the all locations with coordinates and type of service needed.

Median at 5th and Clarkson bare ground spray. 39.53336, -107.77818

- Deerfield park bare ground fence lines, warning tracks, cracks in asphalt, and rock areas around bleachers and buildings. 300 East 30th Street
- Veterans Memorial bare ground in rocks, parking area, and around rocks surrounding parking lot. 300 East 30th Street
- Davidson park bare ground the fence lines. 715 Fir Ave
- Morrow Trail Broadleaf weed control within 15 feet of the trail on each side, summer broadleaf weed control. 39.53752, -107.77953
- Murphy Trail spring treat edges to keep grasses from encroaching, broadleaf weed control within 15 feet of the trail, and a summer broadleaf weed control. 39.54210, -107.78604
- Metro park bare ground rock medians, and the dirt BMX park, bare ground fence lines at the rifle metro pool and park 2 times a year. 1718 Railroad Ave
- Centennial park bare ground west fence line. 300 West 5th street
- Brendan Theater Broadleaf weed control along sidewalk behind the theater, broadleaf weed control in grassy areas South of theatre along Hwy. 6, cracks in asphalt and sidewalks. 250 W 2nd Street
- Boat ramp bare ground spray the parking lot and the Colorado River trail broadleaf spray 15 feet off trail on both edges of the Colorado river trail. 39.52715, -107.78526
- South rifle trail broadleaf weed control & pre emergent 15 feet of each side. 39.52358, -107.77517
- CMC connector trail broadleaf weed control and pre emergent 15 feet of each side 39.52412, -107.74736

- Raynard Ditch Trail broadleaf weed control and pre emergent 15 feet of each side. 39.55363, 107.76968
- RoundABOUTS Bare ground rocks/gravel areas, spray weeds in cracks in the concrete. 39.52261, -107.77679
- Rifle Mountain Park treat Noxious Weeds, weeds treated in the past were Musk Thistle, Houndstongue, Mullein, Burdock, Filaree, Yellow Toadflax, Oxeye Daisy, Sow thistle, Bindweed, Russian Knapweed, Scentless Chamomile. 13885 Co Road 217
- Highland Trail system about 2 miles, Weed control and pre emergent treatment on five feet of each side of the existing trail target weed species will include noxious and other weeds and brush that hinder the access of the trail system also treating patches of noxious broadleaf weeds within 20 feet of a trail. 39.53331, -107.77178
- Cemetery tanks bare ground treatment of the roadway and the areas around the tanks broadleaf treatment for the overflow ditch. 39.55076, -107.75780
- Graham Mesa Trail Bare ground treatment from homeowners fence line to the trail approximately 12 feet, bare ground spray the trail, broadleaf Spray the grass area between the trail and Graham Mesa Rd. 39.54444, -107.76688
- 16th and White River bare ground treatment of rock areas and landscape beds, broad leaf treatment of non irrigated areas including spraying unwanted tree sprouts, broad leaf treatment for irrigated turf areas. 39.54440, 107.78113
- Prefontaine Trail From 5th St. to the high school broadleaf treatment for the grass areas along both sides of the trail 2 * a year 39.53599, -107.79485
- Mesa Ct Bare ground treatment 39.53418, -107.798112
- Mesa Ave Bare ground treatment 39.53272, -107.79890
- Howard Ave bare ground entire lot and crack along asphalt and curb 39.54465, -107.78608
- Spray the willows along the river near the boat ramp. 39.52729, -107.78543
- Parks Dept building bare ground storage lot, around storage buildings, asphalt cracks, and parking areas. 3100 Dokes Lane

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 202__ by and between the CITY OF RIFLE, COLORADO, a home rule municipality (the "City"), and _____ ("Contractor").

WHEREAS, the City desires that Contractor perform the services of _____ as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as Exhibit A; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The City agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference ("Services"), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

2. Compensation. The City agrees to pay Contractor a sum not to exceed \$_____, as adjusted to reflect the deletion by the City of any of the Services set forth in Exhibit A. The City shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be from the date first written above until _____, (date) unless extended by written agreement of the parties.

4. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the City. A rate sheet for such sub-Contractors shall be provided to the City.

5. Ownership of Instruments of Service. The City acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Contractor.

6. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

7. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the City. **Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

8. Insurance Requirements.

a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

c. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the City. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

- (ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the City. Such policies shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the City may carry.
 - d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the City an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as **Exhibit B** and incorporated herein by reference.
 - e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the City certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the City shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.
 - f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The City shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The City reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the City's opinion, such variations do not substantially affect the City's interests.
9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement, including Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.
10. Termination.
- a. Generally.

- (i) The City may terminate this Agreement without cause if it determines that such termination is in the City's best interest. The City shall affect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the City.
 - (ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall affect such termination by giving written notice of termination to the City, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.
- b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the City shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined.

11. Reserved.

12. Use of Software and other Intellectual Property. Contractor hereby represents and warrants that it has obtained all necessary rights and licenses to use any software or other intellectual property that may be required by Contractor to perform the Services. Contractor hereby agrees to indemnify, hold harmless and defend City against any claim brought against City for improper use or infringement upon any software or intellectual property interest.

13. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to the City of Rifle Municipal Code and Article X, Section 20 of the

Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

14. Compliance with C.R.S. § 24-91-103.6. To the extent this Agreement constitutes a public works contract, as defined C.R.S. § 24-91-103.5(b), the City has appropriated money equal to or in excess of the contract amount set forth herein. Contract modification, as defined in C.R.S. § 24-101-301(10), or other form of modification or directive by the City requiring additional compensable Services to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Services, are prohibited unless the Contractor is given written assurance by the City that lawful appropriations to cover the costs of the additional Services have been made and the appropriations are available prior to performance of the additional Services or unless such Services are covered under a remedy-granting provision in this Agreement. For such additional Services, the City shall reimburse the Contractor for the Contractor's costs not more frequently than once every thirty (30) days for all additional directed Services performed until an amendment to the Agreement contract modification is finalized; however, in no instance shall reimbursement be required before Contractor has submitted an estimate of cost to the City for the additional compensable Services to be performed.

15. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against Contractor by reason thereof.

16. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Garfield, State of Colorado.

18. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

19. Assignability. Contractor shall not assign this Agreement without the City's prior written consent.

20. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

21. Survival Clause. The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

22. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

24. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City: City Manager
 P.O. Box 1908
 Rifle, Colorado 81650

If to Contractor: *****

25. Authority. Each person signing this Agreement, **and any addendums or attachments hereto**, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

26. Attorneys’ Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys’ fees and expert witness fees. All rights concerning remedies and/or attorneys’ fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF RIFLE, COLORADO

By: _____

Title: _____

ATTEST:

City Clerk

CONTRACTOR:

By: _____

Title: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

**CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS'
COMPENSATION LAW AND ACKNOWLEDGEMENT OF
RISK/HOLD HARMLESS AGREEMENT**

("Contractor") certifies to the City of Rifle ("City") that it is exempt from the provisions of the Colorado Workers' Compensation Act.

If Contractor has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers' compensation), it agrees to provide the City with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers' compensation coverage on such persons prior to their start of work for the City.

Contractor acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the City liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the City, and Contractor agrees to defend, indemnify, and hold harmless the City from all such claims.

CONTRACTOR:

By: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement was acknowledged before me this ____ day of _____, 202__ by _____.
(Insert name of individual signing on behalf of Contractor)

Witness my hand and official seal.

My Commission Expires _____.

Notary Public