

CITY OF FORT COLLINS

ADDENDUM No. 1

DECEMBER 15, 1995

SPECIFICATIONS AND CONTRACT DOCUMENTS

BID #5001 RECYCLING - OFFICE PROGRAM

OPENING DATE: 3:00P.M. (OUR CLOCK), DECEMBER 21, 1995

To all prospective bidders under the specifications and contract documents described above, the following changes are hereby made.

CHANGE SECTION 00335 TO

The contractor shall not send a check to the City for any revenue generated from the sale of recyclable materials collected through the City of Fort Collins Office Recycling Program.

Contractor must provide a monthly recap including: individual weight slips for co-mingled, office paper and cardboard and the estimated amount of co-mingled, office paper and cardboard collected at each site. Contractor must forward the recap information to the City by the fifteen of the following month to: Recycling Coordinator, City of Fort Collins, Natural Resources Department, P.O. Box 580, Fort Collins, CO 80522.

ADDITIONAL INFORMATION: please see attached.

Any questions may be directed to John Stephen at 970-221-6777.

RECEIPT OF THIS ADDENDUM MUST BE ACCOMPANIED BY A WRITTEN STATEMENT ENCLOSED WITH THE BID/QUOTE STATING THAT THIS ADDENDUM HAS BEEN RECEIVED.

CITY OFFICES WHICH ONLY RECYCLE ONE ITEM

OFFICE	RECYCLABLE ITEM
1. City Clerk's Office - City Hall West	mixed office paper only
2. Accounting - City Hall West	mixed office paper only
3. Patrol Division - City Hall East	mixed office paper only
4. Detective Bureau - City Hall East	mixed office paper only
5. Records Division/copier room - CH East	mixed office paper only
6. Copier room - 281 N. College	mixed office paper only
7. EPIC - 1801 Riverside	mixed office paper only

ATTENDANCE RECORD

PREBID CONFERENCE

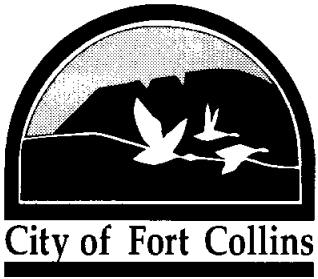
Project: Recycling - Office Program

Time: 10:00 A.M.

Date: December 12, 1995

Location: 256 West Mountain

<u>Representative</u>	<u>Company Name</u>	<u>Telephone #</u>
Perry Rose	Green Mountain Recycling	224-1950
Brad Landers	Green Mountain Recycling	224-1950
Christine Thomas	Waste-Not Recycling	970-834-2898
Brenda Hunt	City - Accounting	x7437 Fax 970-330-346
Chita Combs	Waste-Not Recycling	970-834-2898
Shelley Bruns	City of Fort Collins	221-6264
R. J. De PHILIPPIS	FA	223-0154 / Fax (970) 392-2300 CREGUS
Jan Kettler	Waste Management	482-6319 - 482-4491
JOHN STEPHEN	Purchasing - City	221-6775
Carey Smith	Colorado Office Tech	484-7728 FAX 493-7821



**OFFICE RECYCLING PROGRAM
FOR THE CITY OF FORT COLLINS**

1996

BID #5001

BID DUE DATE: 3:00 P.M. (OUR CLOCK), DECEMBER 21, 1995

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INVITATION TO BID
OFFICE RECYCLING PROGRAM
FOR THE CITY OF FORT COLLINS

1996

BID #5001

Sealed proposals for office recycling collection for various City facilities, all in accordance with bid specifications and all bid documents, will be received at the Office of the Director of Purchasing and Risk Management, 256 West Mountain Avenue, Fort Collins, CO. 80521, until 3:00 p.m. (our clock), December 21, 1995. Bid #5001.

The work consists of furnishing all equipment, materials and labor deemed necessary to provide office recycling collection at various City facilities for a one year period commencing January 15, 1996 and ending January 14, 1997. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed three (3) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties and may not exceed the Denver - Boulder CPI-U as published by the Colorado State Planning and Budget Office.

The City of Fort Collins reserves the right to accept or reject any and all bids and to waive any irregularities or informalities. All Bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement.

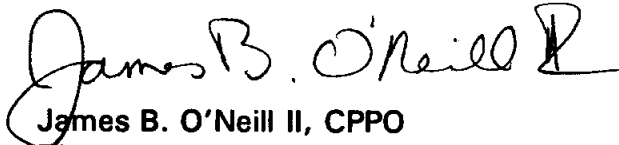
Sets of contract documents, including specifications, may be obtained at the office of the Director of Purchasing and Risk Management, 256 West Mountain Avenue, Fort Collins, CO 80521, (970) 221-6775, or by writing to the City of Fort Collins, Purchasing, P.O.Box 580, Fort Collins, Colorado, 80522.

There will be a pre-bid meeting Tuesday, December 12, 1995 at 10:00 a.m. at Purchasing and Risk Management, 256 West Mountain Avenue, Fort Collins, CO 80521.

Collusive or sham bids: Any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid.

Sales Prohibited/Conflict of Interest: No officer, employee, or their dependent or person residing in and sharing the expenses of their household, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services. This rule also applies to subcontracts with the City. This shall not apply to members of any authority, board, committee or commission of the City,

other than the members of City Council. Soliciting or accepting any gift, gratuity favor, entertainment, kick-back or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited. Any vendor knowing of this type of activity is encouraged to report in confidence to the Director of Purchasing and Risk Management, Director of Finance, City Attorney or City Manager so the matter can be dealt with.

A handwritten signature in black ink that reads "James B. O'Neill II". The signature is written in a cursive style with a large initial "J" and a stylized "R" at the end.

James B. O'Neill II, CPPO
Director of Purchasing and Risk Management

INSTRUCTIONS TO BIDDERS

00100 General Description of the Work

The successful bidder, hereinafter referred to as Contractor shall be responsible for collection of source-separated (pre-separated by City-staff) recyclable materials generated in the daily operation at various City sites for a one year period, commencing January 15, 1996 and, at the option of the City, the Agreement may be extended for additional one year periods not to exceed three (3) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties and may not exceed the Denver - Boulder CPI-U as published by the Colorado State Planning and Budget Office. All revenue earned from the sale of the recyclable materials will be sent to the City (see section 00335).

00105 Bid Documents

Contractors may obtain specifications from the Director of Purchasing and Risk Management, James B. O'Neill II, CPPO, as noted in the Invitation to Bid.

00110 Preparation of Bids

Fill in all blanks on the Bid Forms. Failure to do so may result in a bid disqualification. All Entries shall be made in ink on the forms bound herein. Bids entered on forms where phraseology has been altered or where the documents have been otherwise altered will not be accepted.

Sign the bid in the blank space provided therefor, and include the legal name of the company bidding. Only those qualified to sign contracts shall sign these documents.

00115 Bid Submittal

All bids must be submitted to the City of Fort Collins' Purchasing and Risk Management Division, 256 West Mountain , Fort Collins, CO.,as noted in the Invitation to Bid. Bids shall be made on the forms bound herewith.

The entire bound Bid Documents shall be submitted in a sealed envelope, labeled on the outside to indicate its content, both by project name and bid number as declared in the Invitation to Bid.

00120 Modification and Withdrawal

Any Bidder may modify or withdraw his bid prior to the scheduled bid submittal and Opening Date. Any such request must be in writing and shall contain authorized signatures. Bid modification should not reveal the bid price, but should indicate an addition to or subtraction from the appropriate items and totals.

00130 Sales Prohibited/Conflict of Interest

No officer, employee, or their dependent or person residing in and sharing the expenses of their household, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services. This rule also applies to subcontracts with the City. This shall not apply to members of any authority, board, committee or commission of the City, thereof, other than the members of the City Council.

00135 Collusive or Sham Bid

Any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature on this bid assures that such bid is genuine and is not a collusive or sham bid.

00140 Disqualification

The City reserves the right to disqualify bids, before or after opening, upon evidence of illegal practices upon the part of the Bidder.

00145 Contract Documents

All bid documents, to include all specifications, instruction, exhibits and all attachments, shall be considered the "contract", and be made a part of the executed Services Agreement. (See Exhibit A)

Upon bid award, the successful bidder shall enter into the Services Agreement attached as Exhibit A, and provide the required insurance, see Exhibit B.

00200 Governing Laws and Regulations

Each Bidder shall inform himself of, and the Bidder awarded a contract shall comply with, all Federal, State and Local laws, statutes, and ordinances relative to the execution of the work as described, to include refuse collection.

00205 Qualification of Bidder

The City may make such pre-award survey as it deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the City all such information and data as is reasonably required for this purpose. The City reserves the right to disqualify any bid if the evidence resulting from the City's investigation shows, in the opinion of the City, that the Bidder is not properly qualified to prosecute the work described herein.

a. The Bidder shall submit with his bid, a list of current and prior contracts for similar work, and the names of individuals within the organization issuing the contract who may be contacted for performance information.

b. The Bidder shall submit a list of equipment that will be made available to accomplish the work and shall be prepared to have equipment inspected and approved by the

City's Representative. All equipment must be kept in working order and in good appearance during the term of this Agreement.

00210 List of Permitted Subcontractors and Suppliers

All Bidders shall submit a list of Subcontractors and Suppliers (if any) which Bidder intends to utilize in connection with the performance of the contract. The awarded bidder ("Contractor") shall not utilize the services of any Subcontractor not listed on the Subcontractor list, as submitted, in performing work pursuant to the contract without the prior written consent of the City.

00215 Changes in Scope of Work

The City may request that changes be made to the recycling collection schedule to include additions/deletions at any time. Additions and deletions to the original services shall be accommodated by the Contractor at the unit prices bid.

00220 Contractor Representative

The Contractor shall assign one contact person that the City can contact to request a change in service, or to answer questions relating to invoicing.

SCOPE OF WORK

00300 Office Recycle Collection

The successful bidder, hereinafter referred to as Contractor shall be responsible for collection of source-separated (pre-separated by City-staff) recyclable materials generated in the daily operation of City facilities, subject to approval by the City, as listed in Attachment A and Attachment B. The cost of all containers and labor required shall be included in the Contractor's bid price.

All regularly scheduled pick-ups must be completed on schedule, excluding unavoidable circumstances. If the contractor misses three or more consequently scheduled pick-ups during a calendar year, the contract may be cancelled.

Requests for unscheduled pickups shall be honored by the Contractor. All non-scheduled pickups must be completed within 24 hours of the request. Requests for additional containers shall also be honored, within 24 hours of the request.

The contractor shall collect recyclable materials from indoor recycling containers from all building collection points shown on Attachment A. The required pick-up frequency schedule shown on Attachment A is based on current building recyclable material volumes. Locations with special requirements are indicated on Attachment B.

Each contractor shall describe all information relative to containers (type, size, color) they propose to provide for recyclables in this bid. The City shall be allowed to inspect such containers and approve before bid award.

00305 List of Recyclables to be Collected

The following list of recyclables must be picked up by the Contractor:

- office paper (white & colored)
- computer paper (green bar & white)
- junk mail (opened)
- newspaper
- magazines and catalogues
- aluminum and steel cans
- glass bottles and jars
- plastic #1 (PET) and #2 (HDPE) bottles and jugs
- corrugated cardboard
- paperboard

The Contractor shall not deliver the recyclable products to any site other than a recycling facility.

00315 Recycling Containers

The Contractor shall provide all necessary indoor and outdoor recycling containers at designated City sites (Attachment A and B) for the accumulation of recyclables, such containers to be maintained in good working order, condition, and appearance. The containers shall be of sufficient capacity to store the recyclables and prevent overflow according to the specified collection schedule. The City will provide employee desk-side or under-the-desk containers.

Central office, and building storage containers shall meet Fire Code regulations. All containers, except building storage containers, shall stay on City premises at all times. Storage containers can be removed and immediately replaced by Contractor.

All containers shall be kept in good condition and appearance (working order) throughout the term of this contract. All graffiti must be removed from outside containers or replaced with non-graffiti containers within 48 hours.

Containers must be replaced at the City's request, within 48 hours. The Contractor shall provide all necessary labor and equipment to remove recyclables from the designated areas and to load into its trucks. Pick-up of the recyclables will occur during regular business hours on a regularly scheduled basis approved by the City Representative. The Contractor will, at times, be required to make special collections, and provide containers for same. Such special collections may include, but not be limited to, telephone books or large quantities of collected recyclables.

Contractor is responsible for replacing containers (at contractors expense) in the event of theft, breakage, loss, or the addition of buildings.

Contractor will provide, at Contractor's expense, all necessary recycling containers within one week of notification of contract signing, unless extended by the City, at its sole discretion.

Please describe the type of container (size, color, etc.) you propose to provide for recyclables in this bid:

INDOOR: _____

OUTDOOR: _____

00325 Contaminated Product

The City will be responsible for separating the recyclable materials into the appropriate storage containers provided by the Contractor. The Contractor shall notify the City's Representative of any designated recycling area that continually has excessive amounts of contamination. The Contractor will provide the City with a list of allowable and non-allowable contaminants within one week of notice of award.

00335 Payment for Recyclable Materials

The Contractor shall send to the City each month, a check for any revenue generated from the sale of all recyclable materials collected through the City of Fort Collins Office Recycling Program.

Full payment shall be made by the Contractor to the City by the fifteen of the month. Checks will be made payable to the City of Fort Collins and mailed to: Recycling Coordinator, City of Fort Collins, Natural Resources Department, P.O. Box 580, Fort Collins, CO 80522. A monthly recap of all transactions, including total tonnage or quantity by recyclable and building and the total tonnage of any recyclable returned to the City as unsuitable due to contamination. Weight slips must also accompany each check.

00345 Invoice Forms

Invoice Forms shall be approved by the City Accounting Division prior to use. The Contractor shall respond positively to modifications requested by the City.

The Contractor shall send the City two monthly invoices for recycling collection. One invoice (12 month recur) must include all monthly recycling services which remain constant throughout the year (same charge every month). The other invoice must include charges which fluctuate (approximately every 4 or 6 months) throughout the year.

00350 Addition/Deletion Procedure

The City Representative must be notified of all additions/deletions to the original work schedule and changes must be approved prior to billing. The nature, location, price and name of City person requesting change must be included with the notification. A new line must be added to the invoice as a separate charge and not added to location.

BID AWARD AND CONTRACT PROVISIONS

00600 Award of Bid

The bid award will be made by the City to the lowest responsible and responsive Bidder/s/ (see Section 00205), based on the grand total of attachment A and B for the City's total requirements of Section 00700. Only Bidders meeting the conditions of all bid documents shall be considered for award.

The City intends to award this contract on a total award basis with one vendor performing all services.

The City reserves the right to accept or reject any or all bids, and to waive any informalities and irregularities in the bids.

00605 Execution of Contract

Within forty-five (45) days after the bid opening, the City may accept the lowest responsible bid.

Within fifteen (15) days of notice of award, the successful bidder shall sign and deliver to the City the Service Agreement attached as Exhibit A together with the properly executed Certificate of Insurance. The City will then sign the Service Agreement. Signatures of both parties constitutes the execution of the Contract.

Sign the Services Agreement in the blank spaces provided thereof. If Bidder is a corporation, the legal name of the corporation shall be set forth, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder signs as a corporation, City will take such signature (together with the seal of the corporation) as an affirmative representation that the person signing the contract has the full power and legal authority to bind the corporation pursuant to the contract. If the Bidder is a partnership, the true name of the firm shall be set forth, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If signature is by an agent, other than as officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the City.

00700

BID PROPOSAL FORM

We hereby enter our bid for the City of Fort Collins' requirements for Office Recycling Program during 1996 at various City sites.

Enter the total unit price for office recycling collection for the container/time (pick-up frequency as indicated on Attachment A and B).

TOTAL FOR ATTACHMENT A \$ _____
TOTAL FOR ATTACHMENT B \$ _____

GRAND TOTAL \$ _____

1. Cost for additional pick-ups per site

Indoor \$ _____
Outdoor \$ _____

2. Cost of Confidential Record Destruction: \$ _____/LB.

3. In addition to the recyclable items listed on 00305 that must be collected, contractor will also collect the items checked below:

- Blueprint
- Styrofoam
- Other _____

4. How shall the recyclables be stored/sorted?:

Firm Name _____

Address _____

Phone # _____

FAX # _____

00710 **Current and Prior Contracts for Recycle Collection**

Please list the current and prior contracts for similar work, and the names of individuals within the organization issuing the contract who may be contacted for performance information:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

00715 **List of Equipment for Recycling Collection**

Please list the equipment that will be made available to accomplish the work. Be prepared to have equipment inspected and approved by the City's Representative.

00720 **Subcontractors and Suppliers for Recycling Collection**

List the Subcontractors and Suppliers (if any) which you intend to utilize in connection with the performance of the contract:

The Bidder shall not utilize the services of any Subcontractor not listed on the Subcontractor list as submitted in performing work pursuant to the Contractor without the prior written consent of the City.

00755 Bidder's Statement

The Bidder, in compliance with your Invitation for Bids, hereby proposes to perform all work detailed in Bid #4 for City Recycling Collection, in strict accordance with all bid documents and the executed Services Agreement, and at the prices stated on the Bid Proposal.

By submission of this bid, each Bidder certifies, and in the case of a joint venture, each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

The Bidder states that his Subcontractors, suppliers or Material Suppliers are listed in Section 00720 as part of this Bid Proposal.

The Bidder hereby agrees to promptly commence work under this Contract on _____, 199_ and continue work until _____, 199_.

Respectfully Submitted

Signature

Title

Address

Date

(Corporate Seal)

ATTEST:

ATTACHMENT A

OFFICE RECYCLING PROGRAM -- BUILDINGS SERVICES				
Location Number	Collection Frequency	Building	Number of Office Collection Points	Proposed Cost
1	Weekly	City Hall West, 300 LaPorte Avenue	Nine (9) Collection Points: <ul style="list-style-type: none"> • Basement (central storage area) • Council Office/main floor • Council Information Center/main floor • Accounting/first floor • ICS - 2 sites/ 2nd floor • City Clerk Office • Copier room/2nd floor • Outdoor recycling container/front CHW 	\$
2	Weekly	City Hall East (Police Services) 300 LaPorte Avenue	Seven (7) Collection Points: <ul style="list-style-type: none"> • Administration/1st floor • Records - 3 sites/1st floor • Patrol/first floor • Dispatch Center/2nd floor • Investigations/basement 	\$
3	Monthly	ICS Annex, 321 Maple	(1)	\$
4	Weekly	281 North College	Fourteen (14) Collection Points: <ul style="list-style-type: none"> • Copier room • Lunch/pop machine area • Conference room • Building Inspection • Natural Resources/1st floor • Natural Resources/2nd floor • Engineering Services - 2 sites • Parks Administration/1st floor • Parks Administration/2nd floor • CPES Administration • Advance Planning/ 2nd floor • Current Planning/2nd floor • GIS 	\$
5*	Weekly	Light & Power/Water & Wastewater Service Center, 700 Wood Street	(1) Warehouse	
6	Monthly	Street Utility, 625 Ninth	(2) Collection Points: by copier; kitchen	\$
7	Monthly	Equipment Services, 835 Wood	(3) Collection Points: <ul style="list-style-type: none"> • Admin. Office • Kitchen • Lunchroom 	\$
8*	Monthly	Purchasing, 256 W. Mountain	(1)	
9	Weekly	Human Resources, 200 W. Mountain	(1)	\$
10	Monthly	Facilities, 117 N. Mason	(1)	\$
11*	Weekly	Lincoln Center, 417 W. Magnolia	(1)	

Location Number	Collection Frequency	Building	Number of Office Collection Points	Cost
12	Monthly	Neighborhood Resources, 405 Canyon	(1)	\$
13*	Weekly	Park Shop, 413 S. Bryan	(1)	
14*	Weekly	Library, 201 Peterson	(1)	
15	Monthly	Stormwater/Transportation, 235 Mathews	(2) Collection Points: copier rooms	\$
16	Monthly	PFA Administration/Parking, 102 Remington	(2) Collection Points	\$
17*	Weekly	Senior Center, 1200 Raintree	(1)	
18	Bi-weekly	Revenue & Sales Tax, 330 S. College	(2) Collection Points • By Copier • Kitchen/lunchroom	\$
19	Monthly	EPIC, 1801 Riverside	(1)	\$
20*	Monthly	Water Treatment Plant, 4316 LaPorte Ave	(1)	
21*	Monthly	Wastewater Treatment Plant, 3036 E. Drake Road	(1)	
22	Monthly	Transfort & Commuter Pool, 6570 Portner	(3) Collection Points	\$
23*	Weekly	Southridge Golf Course, 5750 S. Lemay (Concessionaire)	(1)	
24*	Monthly	Lee Martinez Farm, 600 N. Sherwood	(1)	
25	Monthly	Library Annex, 132 W Troutman	(1)	\$
Fire Stations:				
26	Bi-weekly	PFA Station 1, 505 Peterson	(1)	\$
27	Bi-weekly	PFA Station 2, 415 S. Bryan	(1)	\$
28	Bi-weekly	PFA Station 3, 2000 Mathews	(1)	\$
29	Bi-weekly	PFA Station 4, 2030 Devonshire	(1)	\$
30	Bi-weekly	PFA Station 5, 4615 Hogan Drive	(1)	\$
31	Bi-weekly	PFA Station 6, 2511 Donella Court	(1)	\$
32	Bi-weekly	PFA Station 7, 2817 Overland Trail	(1)	\$
33	Bi-weekly	PFA Station 10, 2067 Vermont Drive	(1)	\$
34	Bi-weekly	PFA Station 11, 3400 W. Vine Drive	(1)	\$
35*	Weekly	Old Town, outdoor recycling container	(1)	
(*) indicates special requirements			Total ATTACHMENT A	\$

ATTACHMENT B

(*) Pick-up Locations With Special Requirements

Building (#) refers to location number on Attachment A	Cost
1. Warehouse (#5) - dock containers - 3-CY 1X/week cardboard, 3-CY 1X/week paper	\$
2. Library (#14) - outdoor storage containers: <u>Location #1</u> -- outdoor polycarts with <u>locks</u> behind building to collect: <ul style="list-style-type: none"> • (2 polycarts) newspaper • (1 polycart) office paper • (1 polycart) commingled • (1 polycart) magazines • (1) 3-CY dumpster -- corrugated cardboard <u>Location #2</u> -- special outdoor recycling container (with lock) for public use for commingled (in front of building)	\$
3. Purchasing (#8) - outdoor polycarts for office paper, newspaper, magazines, commingled	\$
4. Lincoln Community Center (#11) - outdoor storage containers <ul style="list-style-type: none"> • (1 polycart) office paper • (1 polycart) magazines • (1) 2-CY dumpster <u>with lock</u>-- commingled 	\$
5. Senior Center (#17) - outdoor storage containers <ul style="list-style-type: none"> • (1 polycart) office paper • (1 polycart) commingled • (1 polycart) newspaper • (1 polycart) magazines • (1) 3-CY dumpster -- corrugated cardboard 	\$
6. Park Shop (#13) - outdoor storage containers <ul style="list-style-type: none"> • (1 polycart) glass & plastic • (1 polycart) office paper • (1 polycart) newspaper • (1 polycart) magazines • (1) 2-CY dumpster -- corrugated cardboard 	\$
7. Lee Martinez Park (#24) - (1) outdoor polycart for commingled (inside fenced area, west of parking lot)	\$
8. Water Treatment Plant (#20) - (1) outdoor polycart - commingled; (1) outdoor polycart - newspaper; (1) outdoor polycart - office paper; (1) polycart - cardboard	\$
9. Wastewater Treatment Plant (#21) - (1 ea) outdoor polycart for: commingled, newspaper, office paper, cardboard	\$
10. Southridge Golf Course (#23) - Concessionaire: 2-CY 1x/week/cardboard; 1 polycart- 1x/week/commingled	\$
11. Old Town (#35) - outdoor recycling container has lock on it	\$
Total ATTACHMENT B	\$

SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and _____, hereinafter referred to as "Service Provider".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Service Provider agrees to provide services in accordance with the scope of services attached hereto as Exhibit "A", consisting of ____ (____) page[s], and incorporated herein by this reference.

2. Contract Period. This Agreement shall commence ^{upon signing of Agreement} ~~January 15, 1996~~, and shall continue in full force and effect until ^{Dec 31, 1996} ~~January 14, 1997~~, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed three (3) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties and may not exceed the Denver - Boulder CPI-U as published by the Colorado State Planning and Budget Office. Written notice of renewal shall be provided to the Service Provider and mailed no later than ninety (90) days prior to contract end.

3. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

4. Early Termination by City/Notice. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

City:

Service Provider:

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

5. Contract Sum. The City shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, the sum of _____ Dollars (\$ _____). (Option Cost Breakdown is attached Exhibit "C") *use this*

6. City Representative. The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.

7. Independent Service provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any

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other purpose.

8. **Personal Services.** It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.

9. **Acceptance Not Waiver.** The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.

10. **Warranty.**

- (a) Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
- (b) Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
- (c) Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.

11. **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 thereof.

12. **Remedies.** In the event a party has been declared in default, such defaulting party

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shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

13. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

14. Indemnity/Insurance. a. The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit B, consisting of one (1) pages[s], attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, 256 West Mountain Avenue, Fort Collins, Colorado 80521 one copy of a certificate

evidencing the insurance coverage required from an insurance company acceptable to the City.

15. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

16. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

THE CITY OF FORT COLLINS, COLORADO

BY: _____

James B. O'Neill, II, CPPO

Director of Purchasing and Risk Management

Date: _____

[Insert individual's name]

Doing business as [Insert name of business]

By: _____

PRINT NAME

TITLE

Date: _____

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CITY OF FORT COLLINS, COLORADO

a municipal corporation

By: _____

James B. O'Neill II, CPPO

Director of Purchasing and Risk Management

Date: _____

[Insert Partnership name]

By: _____

PRINT NAME

PRINT TITLE

Date: _____

CITY OF FORT COLLINS, COLORADO

a municipal corporation

By: _____

James B. O'Neill II, CPPO

Director of Purchasing and Risk Management

Date: _____

[Insert Corporation's name]

By: _____

PRINT NAME

CORPORATE PRESIDENT OR VICE PRESIDENT

Date: _____

ATTEST:

(Corporate Seal)

CORPORATE SECRETARY

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EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement"
- * "The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Fort Collins."

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2. Insurance coverages shall be as follows:
 - A. **Workers' Compensation & Employer's Liability.** The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement:
 1. Workers' Compensation insurance with statutory limits as required by Colorado law.
 2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.
 - B. **Commercial General & Vehicle Liability.** The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.