



## Administrative Services

### Purchasing Division

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#### CITY OF FORT COLLINS

#### INVITATION TO BID

#### BID #5903 WEED CUTTING & RUBBISH REMOVAL

**BID OPENING: MARCH 24, 2005, 3:00P.M. (our clock)**

Sealed bids will be received and publicly opened at the office of the Director of Purchasing and Risk Management, PO Box 580, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80522, at the time and date noted on the bid proposal and/or contract documents. If delivered, they are to be sent to 215 North Mason Street, 2<sup>nd</sup> Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

**Bids must be received at the Purchasing Office prior to 3:00p.m. (our clock), MARCH 24, 2005.**

**A copy of the Bid may be obtained as follows:**

1. Download the Bid from the Purchasing Webpage, Current Bids page, at: [www.fcgov.com/purchasing](http://www.fcgov.com/purchasing).
2. Come by Purchasing at 215 North Mason St., 2nd floor, Fort Collins, and request a copy of the Bid.

**Special Instructions**

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening. The City may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the City prior to award of the bid.

Only bids properly received by the Purchasing Office will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City.

Bids must be furnished exclusive of any federal excise tax, wherever applicable.

Bidders must be properly licensed and secure necessary permits wherever applicable.

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities.

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities.

Sales prohibited/conflict of interest: no officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback 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.

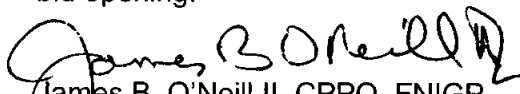
Freight terms: unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.

Discounts: any discounts allowed for prompt payment, etc., must be reflected in bid figures and not entered as separate pricing on the proposal form.

Purchasing restrictions: your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions is available for review in the Purchasing Office or the City Clerk's Office. Request Resolution 91-121 for cement restrictions.

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.

Bid results: for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening.

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

CITY OF FORT COLLINS

**BID PROPOSAL**

**BID #5903**

**WEED CUTTING AND RUBBISH REMOVAL**

**BID OPENING: MARCH 24, 3:00 P.M. (our clock)**

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **WEED CUTTING AND RUBBISH REMOVAL**, PER THE BID INVITATION AND ALL REFERENCED SPECIFICATIONS:

The City of Fort Collins is requesting bids for furnishing any equipment and labor deemed necessary and required to cut and remove weeds and remove rubbish from designated properties in accordance with Section 20-45 of the Code of Ordinances; and the hauling away of same to an authorized landfill, under the direction of the City Representative.

For any technical questions, please call Rich Kopp, Project Manager Health & Safety, at 970-221-6675.

For Purchasing questions, please call John Stephen, CPPO, CPPB, Senior Buyer, at 970-221-6777.

This is a one year agreement but, at the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) 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 90 days prior to contract end.

A pre-bid meeting is set for March 14, 2005, at 10:00a.m., at the Streets Facility, 625 9<sup>th</sup> Street, Fort Collins. This meeting is **HIGHLY RECOMMENDED**.

**BID SCHEDULE**

We hereby enter our pricing for the City of Fort Collins' requirements to cut and remove weeds and rubbish in accordance with Section 20 - 45 of the Code and Ordinance of the City of Fort Collins. All pieces of equipment shall be priced separately, listing make, model, year, horsepower, size, and cost per hour. Also, a combined price shall be given for minimum equipment required in each category. Contractor may bid on one or all categories. Category II and III require a digital camera and all weed mowings and rubbish removal must have a digital photo taken prior to the weed mowing and rubbish removal. The disk with the pictures should be turned it with the invoice. Failure to do so may result in the contractor not being paid. Camera malfunction will be taken into consideration.

**Section 1. Extra Heavy Rubbish Removal**

Minimum equipment required: please check (√) equipment you have

loader

tandem dump truck with a 10 yard minimum box.

EQUIPMENT	YEAR	MODEL	CU. Yds. BOX/BUCKET	HP	\$/HR.
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Combined minimum price for fork/bucket loader and tractor.....\$\_\_\_\_\_ per hour.

Minimum price for dump truck:.....\$\_\_\_\_\_ per hour.

FIRM NAME \_\_\_\_\_

**HEAVY RUBBISH REMOVAL  
 BID SECTION 2**

Minimum equipment required: Check (√) equipment you have

- fork or bucket loader
- tractor with sufficient capacity, defined as the industry standard for the P.T.O. horse power needed for the loader, to perform the work.
- 5 yard minimum capacity dump truck
- Digital Camera

EQUIPMENT	YEAR	MODEL	CU. YDS. BOX/BUCKET	HP	\$/HR.
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Combined minimum price for fork/bucket loader and tractor.....\$\_\_\_\_\_ per hour.

Minimum price for dump truck:.....\$\_\_\_\_\_ per hour.

FIRM NAME \_\_\_\_\_  
 Are you a Corporation, Partnership, DBA, LLC, or PC

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_  
 \_\_\_\_\_

PHONE/FAX # \_\_\_\_\_

**WEED MOWING AND RUBBISH REMOVAL  
 BID SECTION 3**

The minimum equipment required is: please check (√) equipment you have

- five-foot rotary or sickle mower
- tractor with sufficient capacity, defined as the industry standard for the P.T.O. horse power needed for the make and model of mower;
- hand tools
- high back pickup truck
- hand operated weed cutter
- three-foot walk behind mower.
- List a three-foot walk behind grooming mower, if available.
- Digital Camera

Equipment	Year	Model	HP	Width	\$/Hr.
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Combined minimum price for tractor and mower: \$\_\_\_\_\_ per hour.

FIRM NAME \_\_\_\_\_

Road Shoulder Mowing  
 Bid Sec. 4

Approximately 100 lane miles of road shoulders to be mowed, three or more times a summer, depending upon climate conditions. From past experience a mile to a mile and a half can be mowed in an hour. Includes weed whipping around poles, signs, etc. Must avoid mowing major arterials during rush hour, from 7-9am, and 4-6pm. Major arterials are streets like Prospect, Drake, Lemay, Timberline, Horsetooth, Taft, Shields, etc. This restriction does not apply to weekends.

Minimum equipment required: please (✓) check equipment you have

- 5' mower capable of mowing road shoulders
- tractor with sufficient capacity, defined as the industry standard for the P.T.O. horse power needed for the make and model of the mower.
- 7' mower with a 7' wing is desirable, and will be given preference on the wider stretches of road shoulder.
- hand operated power weed cutter.

Safety Equipment:

The tractor must be equipped with safety placards: "Caution", etc., and working flashers as well as reflectors. The mower must be equipped safety guards or chain guards to prevent rocks and debris from flying out from under the mower. Personnel working on or near the road including the road shoulder or right-of-way must wear a reflective safety vest at all times.

Tractor\Whip	Year	Model	Width	\$/Hr.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Combined minimum price for tractor and mower: \$\_\_\_\_\_ per hour.

Minimum price for weed whip: \$\_\_\_\_\_ per hour.

FIRM NAME \_\_\_\_\_

## SPECIFICATIONS

### DEFINITIONS

City Representative shall mean the Streets Department Superintendent, or his designated representative.

Contractor shall mean a successful bidder who has entered into a Services Agreement with the City of Fort Collins.

### EQUIPMENT REQUIRED

The Bidder shall submit a list of equipment that will be made available to accomplish the work, defined as the industry standard for the P.T.O. horse power needed for the make and model of mower, the size of the bucket or for any other attachment used, and shall be prepared to have equipment inspected and approved by the City's Representative. Category II and III require a digital camera and all weed mowings and rubbish removal must have a digital photo taken prior to the weed mowing and rubbish removal. The disk with the pictures should be turned it with the invoice. Failure to do so may result in the contractor not being paid. Camera malfunction will be taken into consideration. The City Representative shall make the final determination if the equipment made available by the contractor is sufficient to perform the work satisfactorily. Inspections of equipment may be performed by the City Representative at any point during the contract. There are four (4) categories to be bid on, and a contractor may bid on any or all of the four categories:

Category 1: Extra Heavy Rubbish Removal which requires a loader and a tandem dump truck with a 10 yard minimum box.

Category 2: Heavy Rubbish Removal requires a fork or bucket loader, a tractor with sufficient capacity, defined as the industry standard for the P.T.O. horse power needed for the loader to perform the work. A 5 yard minimum capacity dump truck and a Digital Camera.

Category 3: Weed and Normal Rubbish Removal requires a Five-foot rotary or sickle mower; a tractor with sufficient capacity, defined as the industry standard for the P.T.O. horse power needed for the make and model of the mower; hand tools; high back pickup truck; hand operated power weed cutter; three-foot walk behind mower; a Digital Camera; optional: a three-foot walk behind grooming mower.

Category 4: Road Shoulder Mowing requires a five-foot mower capable of mowing road shoulders; tractor with sufficient capacity, defined as the industry standard for the P.T.O. horse power needed for the make and model of the mower. Seven-foot mower with a seven-foot wing is desirable; hand operated power weed cutter.

### WORK DIVISION

The City intends to award this bid, based on bid price and demonstrated capacity, to multiple Contractors who may be responsible for one or more of the four categories placed for bid. It is the intent of the Streets Department to assign work equally among contractors when possible, however, there are no stated nor implied guarantees regarding the assigning of work equally. All contractors must have the equipment specified for the scope of the work bid.



All work shall be performed under the direction of the City Representative, and in strict accordance with the bid specifications and the signed services agreement.

The City Representative is authorized to assign jobs based on the equipment needed for any particular job, regardless of original assignments.

## **REGULATIONS**

All work must be done in compliance with all local/state/federal regulations. All employees must be properly licensed and qualified to operate the equipment they work on. All employees must be hired and managed in accordance with all local/state/federal requirements. All equipment must be properly licensed and maintained. A violation of any applicable regulation will be grounds for termination.

## **NOTIFICATION**

The City shall notify Contractor verbally or written of services to be performed. Such notification shall include the location of such services and any other special circumstances relating to the services.

The City Representative must be able to reach the Contractor easily, and within a reasonable time frame. It is strongly suggested that Contractors call the City Representative daily, or Contractors have an answering machine/answering service which can deliver messages within four hours, or Contractors have a mobile phone or a pager from May through August.

If the City Representative is unable to reach a Contractor when needed, the City Representative may use any contractor to perform any type of weed and rubbish removal, regardless of original assignment. Nothing within this Contract shall obligate the City to have any particular service performed by the Contractor.

## **PERFORMANCE**

The Contractor shall perform all work in a safe manner, and shall ensure that proper safety gear is worn at all times. Any damage caused by the Contractor in the performance of this contract shall be the sole responsibility of the Contractor.

The Contractor shall perform each job required in the most efficient manner and at the lowest cost to the City.

The Contractor shall be assigned each job by the City Representative, or his designate. A list noting the address of the job, and the date the job was given to the Contractor shall be considered notice to proceed on each given job. At the time jobs are assigned, the City Representative shall give oral and/or written instructions as to how each job is to be performed.

The Contractor shall complete each job as assigned within five working days of receiving the assignment. If the job is not completed within five days, the City Representative shall have the option of giving the assigned job to another contractor of his choice, or having the original Contractor complete the job. Should the Contractor fail to complete twelve jobs within five days (as specified) in any one calendar year, the Contract award may be suspended, and that Contractor shall not be used for weed or rubbish removal for the remainder of the year.

Should extenuating circumstances arise, such as severe weather, which prevents the Contractor from completing the job on schedule, the Contractor must immediately notify the City Representative, who shall decide if an extension can be granted.

If the Contractor does not perform the job as instructed, they shall be called back to correct the job. The City shall not be charged for any corrections, and all corrections shall be made promptly and professionally. Failure to make corrections as specified will cause to terminate the contract.

Should the Contractor arrive at a job site, to find the work partially done or being done, the Contractor shall not begin work, and shall immediately notify the City Representative. Should a property owner or a resident request that the Contractor stop work, the Contractor shall immediately stop work, give the property owner/resident the City Representative's card or phone number, and immediately notify the City Representative. If possible the Contractor should also obtain the name and number of the property owner/resident.

### **CHANGES IN THE WORK**

The City may, at any time during the term of a particular work assignment and without invalidating the Contract, make changes within the general scope of the particular work assignment and the Contractor agrees to perform such changed work.

### **MATERIALS, EQUIPMENT AND LABOR**

The Contractor undertakes and agrees to furnish and pay for all materials, supplies, labor, transportation, equipment, tools, services and supervision necessary to perform any services hereunder.

### **MOVE-ON FEE**

The Contractor shall be allowed to charge a "move-on" fee of one half the lowest hourly rate on each job. Move-on fees shall be determined jointly between the Contractor and the City Representative when jobs are assigned.

### **SUBCONTRACTORS AND MATERIALS**

Any Subcontractors to be used must be prior approved by the City. A list of all permitted subcontractors (if applicable) and material suppliers (if any) must be submitted with the bid. The Bidder 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 nor shall the Contractor obtain supplies or equipment used in the performance of this contract unless such supplier is listed on the material list.

### **RECORDS**

The Contractor shall, at all times, maintain accurate work records, noting the address of the job, the City-assigned job number, the condition of the property, the hours worked, the employees used, the equipment used and any problems or unusual incidents. These work records may be

requested and inspected at any time by the City Representative.

## **BILLING**

Invoices shall be submitted on City-approved forms only, and each invoice shall be submitted with a lean-waiver release, if subcontractors are used. Billings shall be submitted within seven calendar days of job completion. Bills not submitted in this time frame shall be subject to a three percent (3%) penalty.

Work shall be charged at the hourly rate associated with the most efficient type of work and the equipment used, as bid. All landfill fees will be reimbursed. However, landfill tickets must also be submitted with the invoice. Time spent driving from the job site to the landfill, and back to the job site shall be charged by the quarter hour, at the hourly rate submitted for light weed and rubbish removal. Move-on fees may also be included on the invoice, if appropriate.

The first flat tire incurred in the course of work (if the flat was caused by a hazard on a job site, and not in the public right-of-way) shall be reimbursed by the City, provided a receipt is submitted. Subsequent flat tires caused by hazards on the same job site shall be paid for by the Contractor.

All billing must accurately reflect the actual time worked. Non-accurate billings may be cause for termination of the contract.

## **TERMINATION**

The City may terminate this contract for any reason with fifteen (15) days written notice.

## **BIDS**

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 perform the work described herein.

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 or typed 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. A list of subcontractors must be submitted with all bids, signed supplemental instructions, and a workman's compensation waiver if deemed necessary. The successful bidder shall be required to enter into the attached Services Agreement within five working days of notice of award.

## **LAWS AND REGULATIONS**

The Contractor agrees to comply fully with all applicable state and federal laws and regulations and municipal ordinances. The Contractor further agrees to comply fully with the Occupational Safety and Health Act, all regulations issued thereunder and all state laws and regulations enacted and adopted pursuant thereto.

The Contractor also agrees to require that all persons operating motorized equipment possess a valid drivers' license and that it will comply with Title 8, Article 12, C.R.S., the Colorado Youth Employment Opportunity Act of 1971.

The Contractor agrees to pay all state and federal social security, unemployment insurance and other taxes, assessments or contributions due and payable to the State of Colorado and/or the United States in connection with the work to be performed under this Contract, and the Contractor shall hold the City harmless from any liability on account of any such taxes or assessments.

### **NO CONFLICT WITH THIRD PARTIES**

The Contractor agrees that no conflicts between the Contractor or its employees and any third party who owns or exercises control over the work site or adjacent property shall occur.

**WAIVER FOR WORKMEN'S COMPENSATION INSURANCE COVERAGE  
WHILE ENGAGED IN WEED AND RUBBISH REMOVAL OPERATIONS FOR  
THE CITY OF FORT COLLINS, COLORADO**

The Contractor shall indemnify and hold harmless the City of Fort Collins, Colorado and its agents, officers and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work.

It is expressly understood Workmen's Compensation Insurance is not required due to the nature of your performance, i.e., driving trucks, never leaving the cab area of such trucks or for the following reasons: \_\_\_\_\_

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

while performing your duties as described in all Specifications and Contract Documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
TYPED OR PRINTED NAME OF CONTRACTOR OR FIRM

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS**

NAME OF  
INDIVIDUAL OR COMPANY

WORK TO BE PERFORMED AND/OR  
GOODS OR MATERIALS SUPPLIED

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

NOTE: Only Subcontractors, Suppliers and Material suppliers listed above will be allowed to work on the City's Weed and Rubbish Abatement Program under your contract. Any additions or deletions must have prior approval from the City.

I certify no Subcontractors, Suppliers or Material suppliers will be used by my firm in the performance of this contract, therefore, Lien Waivers will not be supplied with billing forms.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
FIRM NAME

**SUGGESTED BILLING FORM**

(If this form is not used, the Contractor's form must be approved prior to use by the City Representative.)

**CITY OF FORT COLLINS  
WEED AND RUBBISH ABATEMENT  
BILLING INSTRUCTIONS AND INVOICE FORM**

Vendor Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address (Street & #): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

INVOICE NO: \_\_\_\_\_ INVOICE DATE: \_\_\_\_\_

BILLED TO: (City of Fort Collins)      JOB NO: \_\_\_\_\_

LOCATION: \_\_\_\_\_

WORK DONE (Date/s/ and time/s/): \_\_\_\_\_

HOURS WEED CUTTING (Tractor - Hand): \_\_\_\_\_

HOURS RUBBISH-WEED CLEAN-UP & LOADING (Loader - Hand): \_\_\_\_\_

YARD OF RUBBISH - WEEDS: \_\_\_\_\_

HOURS HAULING (To Landfill): \_\_\_\_\_

LANDFILL FEE(s): \_\_\_\_\_

WORK ACCOMPLISHED: \_\_\_\_\_

CHARGE: \$ \_\_\_\_\_

SAMPLE

LIEN RELEASE

The undersigned, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be contractually bound, hereby waives and releases to and for the benefit of the owners of any properties on which work was performed pursuant to the Contract for Weed and Rubbish Abatement for Spring-Summer, 1997, by and between the undersigned and the City of Fort Collins, Colorado, all rights of the undersigned to claim a mechanic's lien pursuant to Colorado Revised Statutes, or any similar lien for work completed before \_\_\_\_\_ in conjunction with the property at the following address:

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

and the undersigned hereby acknowledges the reliance of the owner or owners of such property and the City of Fort Collins, Colorado, upon the waiver and release herein contained.

Last Payment Received: \$ \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Capacity (i.e., officer  
sole owner, partner): \_\_\_\_\_



## 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. The Work Schedule. [Optional] The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule attached hereto as Exhibit "B", consisting of \_\_\_\_ (\_\_\_\_) page[s], and incorporated herein by this reference.

3. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated within \_\_\_\_\_ (\_\_\_\_) days following execution of this Agreement. Services shall be completed no later than \_\_\_\_\_. Time is of the essence. Any extensions of the time limit set forth above must be agreed upon in a writing signed by the parties.

4. Contract Period. [Option 1] This Agreement shall commence upon the date of execution shown on the signature page of this Agreement and shall continue in full force and effect for one (1) year, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for an additional period of one (1) year at the rates provided with written notice to the Professional mailed no later than ninety (90) days prior to contract end.

4. Contract Period. [Option 2] This Agreement shall commence \_\_\_\_\_, 200\_\_, and shall continue in full force and effect until \_\_\_\_\_, 200\_\_, 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 \_\_\_\_ (\_\_) additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. The Denver Boulder Greeley CPIU published by the Colorado State Planning and Budget Office will be used as a guide. Written notice of renewal shall be provided to the Service Provider and mailed no later than ninety (90) days prior to contract end.

5. 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.

6. 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.

7. 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"]

8. 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.

9. 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 other purpose.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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 \_\_\_\_, consisting of \_\_\_\_\_ (\_\_\_\_) 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, P. O. Box 580, Fort Collins, Colorado 80522 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

17. 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.

18. 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.

19. Special Provisions. [Optional] Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit \_\_\_\_, consisting of \_\_\_\_ (\_\_\_\_) page[s], attached hereto and incorporated herein by this reference.

CITY OF FORT COLLINS, COLORADO  
a municipal corporation

By: \_\_\_\_\_  
James B. O'Neill II, CPPO, FNIGP  
Director of Purchasing and Risk Management

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

[Insert Corporation's name] or  
[Insert Partnership name] or  
[Insert individual's name]  
Doing business as \_\_\_\_ [insert name of business]  
By: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: \_\_\_\_\_  
(Corporate Seal)

ATTEST:

\_\_\_\_\_  
CORPORATE SECRETARY

## 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.