



**CITY OF FORT COLLINS
INVITATION TO BID
BID 5961**

**Lead-Based Paint Abatement @ Nix Farm-Barn
BID OPENING: 3:00 p.m. (our clock), February 2, 2006**

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, 2nd 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 3:00 p.m. (our clock), February 2, 2006.

A pre-bid meeting will be held January 19, 2006 at 10:00 a.m. at the site.

Questions concerning the scope of the bid should be directed to Project Manager Steve White, (970) 221-6273.

Questions regarding bid submittal or process should be directed to John D. Stephen CPPO, CPPB Senior Buyer (970) 221-6777.

A copy of the Bid may be obtained as follows:

1. Download the Bid from the Purchasing Webpage, Current Bids page, at: <https://secure2.fcgov.com/bsol/login.jsp>.
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 Bids may be withdrawn up to the date and hour set for closing.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

BID #5961
LEAD-BASED PAINT ABATEMENT @ NIX FARM-BARN
BID OPENING: February 2, 2006, 3:00p.m., (our clock)

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **LEAD-BASED PAINT ABATEMENT @ NIX FARM-BARN** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS AND DRAWINGS:

The City of Fort Collins' is requesting bids for the lead-based paint removal and surface preparation at Nix Natural Area located at 1745 Hoffman Mill Road, Ft Collins. Lead based paint containing materials must be removed in accordance with applicable Federal, State and local requirements, and Asbestos Abatement Work Plan.

Project must be completed within 14 working days or as approved by the Project Manager. Contractor must enter into the attached Service Agreement and name the City of Fort Collins as an additional insured per Exhibit "B".

A pre-bid meeting will be held January 19, 2006 at 10:00 a.m. at the site.

If questions on these specifications, please call Steve White, Project Manager at 970-221-6273.

Purchasing questions should be referred to John Stephen, CPPO, CPPB, Senior Buyer at 970-221-6775.

BID SCHEDULE

Our firm will remove lead-based paint (LBP) and perform surface preparation by competent persons trained, knowledgeable and qualified in the techniques of LBP removal, surface preparation, waste disposal and OSHA lead compliance. The Contractor must comply with all applicable federal, state, and local regulations and be capable of performing the work specified in the specifications.

Lump Sum \$ _____

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

SIGNATURE _____

ADDRESS _____

PHONE/FAX # _____

**Scope of Work for Lead-Based
Paint Removal and Surface
Preparation
City of Fort Collins
Nix Natural Area-Barn
Structure
1745 Hoffman Mill Road
Fort Collins, Colorado**

**WALSH Project Number: 5386-020
January 6, 2006**



Environmental Scientists and Engineers, LLC

**Scope of Work for Lead-Based Paint Removal and
Surface Preparation
City of Fort Collins
Nix Natural Area-Barn Structure
1745 Hoffman Mill Road
Fort Collins, Colorado**

January 6, 2006

Prepared for: Mr. Steve White
Project Manager
City of Fort Collins
Operations Services Department
P.O. Box 580
Fort Collins, Colorado 80522-0580

Prepared by:



Michael Castell
Environmental Scientist

Reviewed by:



Troy Sanders, PG
Branch Manager

Submitted by
WALSH ENVIRONMENTAL SCIENTISTS AND ENGINEERS, LLC
2629 Redwing Road, Suite 280
Fort Collins, Colorado 80526
(970) 223-5655

WALSH Project Number: 5386-020

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LIST OF ACRONYMS AND ABBREVIATIONS

CDPHE	Colorado Department of Public Health and Environment
CFR	Code of Federal Regulations
DOT	United States Department of Transportation
EPA	United States Environmental Protection Agency
HEPA	High Efficiency Particulate Air
HUD	United States Department of Housing and Urban Development
LBP	Lead-Based Paint
OSHA	United States Department of Labor, Occupational Safety and Health Administration
PEL	Permissible Exposure Limit
RCRA	Resource Conservation and Recovery Act
TWA	Time-Weighted Average
WALSH	Walsh Environmental Scientists and Engineers, LLC
XRF	X-Ray Fluorescence
mg/cm ²	Milligrams Per Square Centimeter
µg/m ³	Micrograms Per Cubic Meter

**Scope of Work for Lead-Based Paint Removal and Surface
Preparation
City of Fort Collins
Nix Natural Area–Barn Structure
1745 Hoffman Mill Road
Fort Collins, Colorado**

1 PROJECT SUMMARY

Walsh Environmental Scientists and Engineers, LLC (WALSH) was contracted by the City of Fort Collins to develop Scope of Work for lead-based paint (LBP) removal and surface preparation activities at the Nix Natural Area-Barn Structure, 1745 Hoffman Mill Road, Fort Collins, Colorado. The activities described in this Scope of Work are not intended to permanently contain or eliminate the LBP hazard and therefore is not a State of Colorado Regulation 19 “Abatement Project,” but instead is intended to prepare and restore painted exterior portions of the structure while adhering to the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) regulations, Resource Conservation and Recovery Act (RCRA), and any other applicable regulations. OSHA regulates worker exposure to lead under regulations promulgated under 29 Code of Federal Regulations (CFR) 1926.62. This standard applies to all construction work where employees may be occupationally exposed to lead, including renovation and remodeling activities. During the LBP removal and preparation functions the selected contractor must comply with all requirements outlined in 29 CFR 1926.62. The general scope for this project is as follows:

- Remove loose and damaged paint from exterior painted building components and prepare remaining surfaces for repainting.
- Remove loose paint chips present in surficial soils surrounding the structure.
- Perform post-removal cleaning activities on exterior painted building surfaces.
- Dispose of lead-contaminated paint chips, debris, and waste water in accordance with applicable federal, state, and local regulations.

The exterior paint on the structure was observed to range from a fair to very poor condition. The exterior of the structure was screened for LBP with a portable X-ray fluorescence (XRF) spectroscopy analyzer, by WALSH on October 26, 2005. The U.S. Environmental Protection Agency (EPA), Colorado Department of Public Health and Environment (CDPHE), OSHA, and other agencies define LBP as paint having a lead content of greater than or equal to 1.0 milligrams per square centimeter (mg/cm^2) using XRF analysis. Select exterior typical painted components of the structures were evaluated for the presence of LBP. A table included in Appendix A provides a summary of the painted components screened for lead at the site and the screening results. XRF analysis results identified several components that contained lead above the $1.0 \text{ mg}/\text{cm}^2$ level.

The following sections of this scope of work describe the areas of LBP to be removed, prepared, recommended work practices, and basic OSHA regulatory compliance issues. An outline of applicable regulatory requirements is also included.

2 SCOPE OF WORK

The work specified herein shall be the LBP removal and surface preparation for repainting at the Nix Natural Area-Barn Structure, 1745 Hoffman Mill Road in Fort Collins, Colorado. The structure is currently being used for equipment storage purposes. The work must be performed by persons trained, knowledgeable, and qualified in the techniques of LBP removal, surface preparation, waste disposal, and OSHA lead compliance. The paint to be removed and surface prepared for repainting are described in the Section 2.1 below. The selected contractor is responsible for determining exact quantities to be removed and quantities of surfaces to be prepared for repainting.

2.1 Paint to be Removed

- All exterior paint (white and green), that is loose, peeling, and/or cracking shall be removed and properly disposed.
- All paint that has delaminated from the structure and fallen onto the ground surrounding the structure shall be removed and properly disposed.

2.2 Area to be Prepared for Repainting

- All exterior painted surfaces (i.e. doors, fascia, siding, soffit, trim, windows, etc.) shall be prepared for repainting by the selected contractor.
- All areas where the paint has become loose, peeled away, cracked, or chipped shall be sanded with sanders attached to high efficiency particulate air (HEPA) filter equipped vacuums, wet sanded, or wet scrapped until smooth and then “feathered out.” When complete all surfaces must be smooth and dust free to allow for proper paint adhesion.

2.3 Recommended Removal, Surface Preparation, and Cleanup Techniques

- Setup a functional decontamination area or unit.
- Establish a controlled work area using physical barriers and/or barrier tape.
- Remove all visible loose paint from the soil surrounding the structure.
- Install six millimeter polyethylene drop cloths extending a minimum of ten feet out from the structure.
- Pre-wet (mist) painted surfaces to be prepared to minimize dust generation during preparation activities.
- Sand with HEPA filter equipped sanders; wet sand, and/or wet scrape all deteriorated surfaces.
- Wet wipe all surfaces using a high-phosphate detergent solution to remove visible dust.
- After drying, vacuum all surfaces with HEPA filter equipped vacuums.

2.4 Waste Handling/Disposal

- The selected contractor is responsible for proper waste containerization, storage, characterization, and labeling in accordance with applicable federal, state, and local regulations.
- All lead-contaminated waste will be bagged or wrapped in six millimeter polyethylene sheeting prior to being removed from the controlled work area.
- Waste will be staged in a secure area on-site until transported to a disposal site.
- Waste material will not be handled in such a way as to generate dust.
- No visible emissions will be created during any waste handling activity.
- Properly manifest, transport, and dispose of lead-contaminated paint chips, debris, and waste water in accordance with applicable federal, state, and local regulations.

2.5 Special Considerations

- Prior to the start of any field work, the selected contractor is required to submit a written lead compliance plan to the building owner and/or owner's representative.
- Electricity (115 volt) is available at the site. The contractor is responsible for providing any rework wiring required. Any rework wiring required must be done by a qualified and licensed electrician.
- Water and sewer service is available at the site. All waste water will be collected, filtered, and disposed of in accordance with local wastewater facility requirements.
- Removal and surface preparation methods should be chosen to minimize the generation of dust (e.g. wet methods and/or HEPA filter equipped sanders).
- Selected contractors shall take steps to prevent the transport of dust, debris, or other contamination to adjacent portions of the site.
- All of the exterior window glazing on the barn structure (approximately 240 linear feet) contains a trace (less than 1.0 percent) amount of asbestos. This material is currently not regulated by the USEPA or the CDPHE. If this material is disturbed, the contractor must comply with all current OSHA regulations for monitoring employee exposure to asbestos, as well as comply with proper disposal requirements (if removed). If asbestos material is disposed, the selected contractor will provide a copy of the completed waste manifest to the owner and/or the owner's representative. Analytical results for the asbestos samples collected are included in Appendix A.
- All waste and debris generated by the selected contractor during the removal and surface preparation activities must be disposed of as a hazardous waste unless characterized as non-hazardous. The contractor may, at their own expense, segregate and characterize different waste streams (i.e. personal protective equipment, water filters, polyethylene sheeting, etc.). Analytical results of all waste characterization tests must be submitted to the owner and/or the owner's representative. The contractor is responsible for all costs associated with the analytical testing and proper disposal of these lead-contaminated materials. In addition, the selected contractor will provide a copy of the completed waste manifest to the owner and/or the owner's representative.
- The building owner and/or owner's representative will provide a final visual inspection for all work areas. Clearance protocols will include a visual inspection to determine

that each specified area is free of loose paint and visible dust and that the surface is ready for repainting. The final project clearance criteria are described in Section 4.

- The selected contractor is responsible for removing any/all fixtures, fixed objects, and other items that may be required to facilitate removal and surface preparation. The contractor is responsible for reinstalling any removed items unless the item is noted for removal and disposal.

3 WORKER PROTECTION

3.1 Lead Compliance Program

The selected contractor is responsible for developing and implementing a site-specific written lead compliance program for the project. A written plan for this lead compliance program must be submitted and approved by the owner and/or the owner's representative prior to the start of any work. After the plan is approved, a copy must be available throughout the duration of project for subsequent on-site inspection. The following items are considered major components of the plan:

- Regulatory Information
- Description of Emission Activities
- Permissible Exposure Limit (PEL) Compliance Technologies
- Air Monitoring Data Documenting Lead Emissions
- Program Schedule Implementation
- Work Practices
- Administrative Control Schedule
- Potential Affected Employee Notification
- Work Site Inspection
- Personnel Protection
- Housekeeping
- Hygiene Facilities and Protection
- Medical Surveillance
- Medical Removal
- Employee Information and Training
- Signage
- Observation of Monitoring
- Recordkeeping, and
- Other Relevant Information.

3.2 Lead Worker Health and Safety Regulations

OSHA regulates worker exposure to lead under regulations promulgated under 29 CFR 1926.62. This standard applies to all construction work where employees may be exposed to lead, including renovation and remodeling activities. During the LBP removal and preparation functions the selected contractor must comply with all requirements outlined in 29 CFR 1926.62. Briefly summarized, the standard requires the following:

- Representative and periodic air monitoring must be conducted for all employees potentially exposed to airborne (fume and dust) lead.
- Establish a lead action level of 30 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) of air calculated over an eight-hour time-weighted average (TWA) period.
- Establish a lead permissible exposure limit (PEL) of $50 \mu\text{g}/\text{m}^3$ of air averaged over an eight-hour TWA period.
- Conduct preliminary exposure assessment (air monitoring) to determine that the airborne lead concentration has not exceeded the action level or the PEL.
- Provide adequate protection of employees during the preliminary exposure assessment.
- Apply engineering and administrative controls or respiratory protection for workers potentially exposed above the PEL.
- Provide a written compliance program to control workers' lead exposure to below the PEL.
- Provide protective clothing for workers exposed above of the PEL or when there is a potential for eye and skin irritation.
- Provide hygiene facilities and procedures where workers are exposed above the PEL without regard to the use of respirators.
- Conduct biological testing consisting of blood sampling and analysis for lead at the beginning and at the end of the project.
- Provide medical removal protection for workers overexposed to lead.
- Provide information and training for employees who may be exposed to lead.
- Erect warning signs where workers are exposed above the PEL.
- Maintain employee lead exposure monitoring information/records and medical examinations.

3.3 Additional Regulations

All federal, state, and local regulations must be followed during the removal and surface preparation of lead contaminated materials. Additional regulations include, but are not limited to the following:

U.S. Department of Labor, Occupational Safety and Health Administration (OSHA):

29 CFR 1910.20	Exposure Monitoring/Medical Surveillance Recordkeeping
29 CFR 1910.134	Respiratory Protection
29 CFR 1926.20	General Safety and Health Provisions
29 CFR 1926.21	Safety Training and Education
29 CFR 1926.23	First Aid
29 CFR 1926.24	Fire Protection
29 CFR 1926.25	Housekeeping
29 CFR 1926.28	Personal Protective Equipment
29 CFR 1926.59	Hazard Communication
29 CFR 1926.103	Respiratory Protection
29 CFR 1926.451	Scaffolding
29 CFR 1926.500	Fall Protection

U.S. Department of Transportation (DOT):

49 CFR 171 and 172 Hazardous Substances Transportation

U.S. Environmental Protection Agency (USEPA):

40 CFR 260, 261, Resource Conservation and Recovery Act (RCRA)
262, 263, and 264

U.S. Department of Housing and Urban Development (HUD):

24 CFR 35, 905, Lead-Based Paint Hazard Elimination; Interim Rule
941, 965, and 968

4 VISUAL CLEARANCE

Upon completion of removal and surface preparation activities, the owner and/or owner's representative will perform a thorough visual inspection. This visual inspection will confirm that all loose paint has been removed from the surfaces and visible paint from the soil, and that all surfaces shall be free of visible dust. In addition all surfaces must be smooth and ready for repainting. Any areas which exceed these visual clearance criteria will require supplemental removal and/or surface preparation work at no additional cost to the owner.

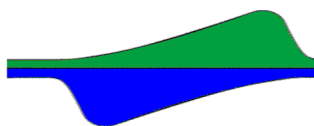
APPENDIX A

XRF SCREENING RESULTS AND ASBESTOS ANALYTICAL RESULTS



Lead-Based Paint Screening Results
City of Fort Collins
Nix Natural Area–Barn Structure
1745 Hoffman Mill Road, Fort Collins, Colorado

Location	Component Type	Visible Color	Number of Readings	XRF Range mg/cm² or AAS %	Lead-Based Paint	Comments
Exterior	Door, Door trim, window trim, window frame, and wall	White and green	13	0.52 to 8.43	Yes	
Exterior	Door and door trim	White and light green	6	-0.47 to 0.10	No	Doors on south side of building



Reservoirs Environmental, Inc.

2059 Bryant St. Denver, CO 80211
 (303) 964-1986 Fax (303) 477-4275 Toll Free (866) RESI-ENV

November 7, 2005

Laboratory Code: RES
Subcontract Number: NA
Laboratory Report: RES 121304-1,2
Project Description: 5386-010
 COFC Nix Farm Barn

Troy Sanders
 Walsh Environmental - (F.C.)
 2629 Redwing Rd. , Suite 280
 Ft. Collins CO 80526

Dear Customer,

Reservoirs Environmental, Inc. is an analytical laboratory accredited for the analysis of Industrial Hygiene and Environmental matrices by the National Voluntary Laboratory Accreditation Program (NVLAP), Lab Code # 101896 and the American Industrial Hygiene Association (AIHA), Lab ID 101533 - Accreditation Certificate #480. This laboratory is currently proficient in both Proficiency Testing and PAT programs respectively.

Reservoirs Environmental, Inc. has analyzed the following samples for asbestos content as per your request. The analysis has been completed in general accordance with the appropriate methodology as stated in the attached analysis table. The results have been submitted to your office.

RES 121304-1,2 is the job number assigned to this study. This report is considered highly confidential and the sole property of the customer. Reservoirs Environmental, Inc. will not discuss any part of this study with personnel other than those of the client. The results described in this report only apply to the samples analyzed. This report must not be used to claim endorsement of products or analytical results by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without written approval from Reservoirs Environmental, Inc. Samples will be disposed of after sixty days unless longer storage is requested. If you have any questions about this report, please feel free to call 303-964-1986.

Sincerely,

Jeanne Spencer Orr
 President

Analyst(s): _____
 Paul D. LoScalzo Wenlong Liu
 Paul F. Knappe Rich Wegrzyn
 Michael Scales

RESERVOIRS ENVIRONMENTAL, INC.

NVLAP Accredited Laboratory # 101896

TDH Licensed Laboratory # 30-0136

TABLE PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 121304-1,2**
 Client: **Walsh Environmental - (F.C.)**
 Client Project Number / P.O.: **5386-010**
 Client Project Description: **COFC Nix Farm Barn**
 Date Samples Received: **October 27, 2005**
 Analysis Type: **PLM, Short Report**
 Turnaround: **3-5 Day**
 Date Analyzed: **November 2, 2005**

Analyst: MS

Client Sample Number	Lab ID Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non Asbestos Fibers Components (%)	Non-Fibrous Components (%)
					Mineral	Visual Estimate (%)		
5386010-BARN-OT01-01	EM 59981	A	Black granular tar	100		ND	TR	100
5386010-BARN-WG01-01	EM 59982	A	White/tan glaze	100		ND	TR	100
5386010-BARN-WG01-02	EM 59983	A	White glaze	100	Chrysotile Point Count	2 <0.25	0	98

ND = None Detected
 TR = Trace, < 1% Visual Estimate

Trem-Act = Tremolite-Actinolite



Environmental Scientists and Engineers, LLC

Corporate Headquarters: Boulder, Colorado

Grand Junction, Colorado

Colorado Springs, Colorado

Fort Collins, Colorado

Quito, Ecuador

Lima, Peru

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.

[Early Termination clause here as an option.

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: _____

ATTEST:

(Corporate Seal)

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.

BID TALLY SHEET

Bid: 5961 Lead-Based Paint Abatement @ Nix Farm-Barn
 Bid Date and Time: 3:00 PM, February 02, 2006

BIDDER								
	Cump Sum.							
Hope Environmental	\$65,000.							
Environmental Abatement SW.	13,950							
RISK Removal.	17,250.							
S. Environmental.	70,000.							
Blomado Environmental	31,460.							



**CITY OF FORT COLLINS
INVITATION TO BID
BID 5961**

**Lead-Based Paint Abatement @ Nix Farm-Barn
BID OPENING: 3:00 p.m. (our clock), February 2, 2006**

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, 2nd 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 3:00 p.m. (our clock), February 2, 2006.

A pre-bid meeting will be held January 19, 2006 at 10:00 a.m. at the site.

Questions concerning the scope of the bid should be directed to Project Manager Steve White, (970) 221-6273.

Questions regarding bid submittal or process should be directed to John D. Stephen CPPO, CPPB Senior Buyer (970) 221-6777.

A copy of the Bid may be obtained as follows:

1. Download the Bid from the Purchasing Webpage, Current Bids page, at: <https://secure2.fcgov.com/bsol/login.jsp>.
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