



**CITY OF FORT COLLINS  
INVITATION TO BID  
BID 6042 Block Pruning**

**BID OPENING: 3:00 p.m. (our clock), March 28, 2007**

The City of Fort Collins is requesting bids for to perform community forestry maintenance work which includes, but is not limited to, tree pruning and removal operations of City-owned trees in three (3) City Blocks.

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 3:00 p.m. (our clock), March 28, 2007.**

Questions concerning the scope of the bid should be directed to Project Manager Ralph Zentz, (970) 221-6302.

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 Bids may be withdrawn up to the date and hour set for closing.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

CITY OF FORT COLLINS  
BID PROPOSAL

**BID 6042 Block Pruning**

**BID OPENING: March 28, 2007, 3:00 p.m. (our clock)**

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **Block Pruning** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS:

The City of Fort Collins is requesting bids for to perform community forestry maintenance work which includes, but is not limited to, tree pruning and removal operations of City-owned trees in three (3) City Blocks. The blocks are identified as Block 1-07, Block 2-07, and Block 3-07. Block 1-07 is bounded by Oak Street, Loomis Avenue, Mountain Avenue and Grant Avenue. Block 2-07 is bounded by Laurel Street, Grant Avenue, Myrtle Street and Loomis Avenue. Block 3-07 is bounded by Mathews Street, Locust Street, Peterson Street and Elizabeth Street. The specifications in this bid document are representative of much of the pruning and removal work required. However, some work may be assigned that will not be covered by these specifications. This bid will be used to award work on a job by job basis. Contractors must have the ability to complete the project per standards and specifications in a timely manner. Traffic control will be through Traffic Masters, Inc. and the City will pay for this service separately; however, the successful contractor will be responsible for making arrangements directly with Traffic Masters, Inc. The successful contractor will have from an agreed upon start date until December 31, 2007 to complete the work. City Forestry has the right to specify work priorities to the contractor.

Owners, or Operations Managers, and Field Crew Supervisors of each contracting company must hold current Arborist Certification with the International Society of Arboriculture (ISA) and provide their certification numbers with this bid.

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 use the Denver – Boulder CPI-U as published by the Colorado State Planning and Budget Office as a guide. Written notice of renewal shall be provided to the Service Provider and mailed no later than 90 days prior to contract end. Awarded contractor must sign the attached (Sample) Service Agreement and provide insurance per Exhibit "B".

**BID SCHEDULE:** Please add pruning costs only from the following schedules for total per block.

Block 1-07	= \$ _____
Block 2-07	= \$ _____
Block 3-07	= \$ _____
<b>Grand Total</b>	<b>= _____</b>

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

BY: \_\_\_\_\_ / \_\_\_\_\_  
Signature Printed

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

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

EMAIL: \_\_\_\_\_

SA 09/01/06

## Bid 6042 BLOCK PRUNING

### 1) Job Description

Perform community forestry maintenance work which includes, but is not limited to, tree pruning and removal operations of City-owned trees in three (3) City Blocks. The blocks are identified as Block 1-07, Block 2-07, and Block 3-07. Block 1-07 is bounded by Oak Street, Loomis Avenue, Mountain Avenue and Grant Avenue. Block 2-07 is bounded by Laurel Street, Grant Avenue, Myrtle Street and Loomis Avenue. Block 3-07 is bounded by Mathews Street, Locust Street, Peterson Street and Elizabeth Street. The specifications in this bid document are representative of much of the pruning and removal work required. However, some work may be assigned that will not be covered by these specifications. This bid will be used to award work on a job by job basis. Contractors must have the ability to complete the project per standards and specifications in a timely manner. Traffic control will be through Traffic Masters, Inc. and the City will pay for this service separately; however, the successful contractor will be responsible for making arrangements directly with Traffic Masters, Inc. The successful contractor will have from an agreed upon start date until December 31, 2007 to complete the work. City Forestry has the right to specify work priorities to the contractor.

### 2) General Information

- a) City Forestry staff will be available to assist all bidders in locating trees on job sites if needed.
- b) These bid prices will become effective as work is awarded in 2007. The City of Fort Collins will use the contractor with the rates based on the pruning and removal work as described in this document. However, the City reserves the right to award the work as a whole or on a block by block basis. If agreeable to the City and contractor, prices quoted for these blocks may be used on other blocks in the future on a price per inch per species basis.
- c) A good working relationship between the successful contractor and the City is essential in making this contract work well. The City of Fort Collins has the directive to maximize the amount of work for the lowest cost without sacrificing quality. If problems or conflicts arise, we ask that you air your concerns in a professional way through the Assistant City Forester or the Senior City Buyer.
- d) It is strongly suggested that you walk each block and inspect each tree listed prior to submitting your bid.
- e) Traffic control will be used by the successful contractor as necessary. All traffic control plans must be approved by Syl Mireles, or his designee, at the City of Fort Collins Traffic Division, (970) 221-6815. **The successful contractor can supply its own traffic control as long as all appropriate rules and regulations are followed, however, when traffic control is contracted out, Traffic Masters, Inc. must be used.** Contact Amy at Traffic Masters (970) 217-3272 to make arrangements. The City will pay for the traffic control. **Do not include traffic control costs in this bid.**

### **3) Specifications Pertaining to Tree Removals:**

a) In the event a tree is determined to be in need of removal these specifications will be adhered to:

- i) Completely remove trees and debris, leaving the stump as low to the ground as possible.
- ii) Properly dispose of all logs, limbs, and brush from each removal.
- iii) Contact Assistant City Forester to arrange starting time.

#### **b) Standards of Workmanship for Tree Removal:**

- i) Cleanup of branches, logs and other debris resulting from tree removals shall be promptly accomplished. The work area shall be kept safe at all times until the cleanup operation is completed. Under no condition shall the accumulation of brush, limbs, logs or other debris be allowed to result in a hazardous condition.
- ii) Under no condition shall it be considered proper to leave any severed or partially cut limbs in the upper portion of any tree being removed after the tree workers leave the scene of the operation.
- iii) Whenever large tree sections are being cut, said materials shall be secured by ropes, or by other acceptable means, and lowered in a controlled, safe manner.
- iv) At least one responsible tree worker shall serve to coordinate safe operations on the ground at all times when work operations are in progress.
- v) Vehicles that have a winch, or other leveraging device, must not be secured or anchored to utility poles, fence posts, trees or other easily damaged objects during tree pruning or removal operations.
- vi) All elm wood (of the *Ulmus* genus) and all spruce wood (of the *Picea* genus) shall be chipped or hauled immediately to the Larimer County Landfill for proper disposal.

### **4) Specific Requirements Pertaining to the Pruning of Trees**

- a) No tree shall be cut in such a manner that its health or eventual safety will be impaired. Exceptions will be made only in cases of tree pruning or removal for emergency relief of immediate danger to persons or property. Any such emergency procedures must be reported promptly to the Assistant City Forester with plans for completion or follow-up work submitted for approval.
- b) A reduction cut removes the terminal portion of a stem or branch. This type of cut is used to maintain height, correct storm damage, subordinate competing limbs and to reduce the perimeter of a crown. The cut is made back to a living side branch that is at least  $\frac{1}{3}$  (minimum) to  $\frac{1}{2}$  (optimal) the diameter of the cut branch. Such cuts shall be considered proper only when such remaining limb is vigorous enough to maintain adequate foliage to produce woody growth capable of closing the trimming cut within a reasonable period of time.
- c) A thinning cut removes a branch back to its parent stem or the trunk. The purpose is to reduce canopy density and eliminate conflicts or competition between limbs. Such cuts shall be considered proper only when the natural bark protection zone is not breached, nor a stub left.

- d) Crown topping, heading, tipping or rounding-over shall be considered improper pruning methods and shall not be employed to any degree unless specifically required by City Forestry staff. The exception is that one year old shoots may be headed back to a bud where appropriate.
- e) All final tree trimming cuts shall be made in such a manner as to favor the earliest possible closing of the wound by natural callus growth. Flush cuts shall not be made. Flush cuts are defined as pruning cuts made to the inside of the branch collar. All final cuts should be made just outside the natural branch collar.
- f) Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree or to human life and limb or to other plants or property.
- g) All cutting tools and saws used in making tree trimming cuts shall be kept adequately sharpened to result in final cuts with a smooth wood surface and secure bark remaining around the perimeter of the cut.
- h) Whenever trimming cuts are to be made while removing limbs too large to hold securely in one hand during the cutting operation, the limb shall be cut off first one to two feet beyond the intended final cut. Then the final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood.
- i) Contractor should minimize the number of cuts made that are over four (4) inches in diameter.

## 5) Pruning

- a) **Complete Prune:** This operation of tree trimming shall consist of the general removal of dead, dying, diseased, damaged, conflicting, broken, and structurally unsound limbs in order to improve the overall health, safety, structure and aesthetics of each tree.
  - i) Specifications:
    - (1) Properly remove all dead, dying or weakened branches of ½ inch or greater diameter.
    - (2) Thinning is a component of a complete prune and shall consist of selective pruning to reduce density of live branches. The result should be an even distribution of branches on individual limbs extending to each branch tip, and throughout the crown. Branch tips, down to approximately ½ inch in diameter, should be included in the thinning process to reduce the chance of excess loading.
    - (3) Remove all broken or cracked branches, or any loose branches lodged in the tree.
    - (4) Remove any live branches which interfere with the tree's structural strength and healthful development which will include, but is not limited to, the following:
      - (a) Limbs which rub and abrade a more important branch.
      - (b) Limbs of weak structure which are not important to the framework of the tree.
      - (c) Limbs forming multiple or co-dominant leaders, particularly those that are five (5) inches or less in diameter, and have junctures with included bark. Select the best leader and subordinate or remove those limbs that compete with that leader.

- (d) Limbs which, if allowed to grow, would wedge in the junction of more important branches where more than one scaffold branch arise from the same area of the trunk. An example would be where three scaffold branches arise from the same point on the trunk so that there is very little room for proper branch collar development as each branch grows in diameter.
  - (e) Limbs with twigs and foliage that obstruct the development of a more desirable branch.
  - (f) Smaller limbs and twigs near the end of supporting branches which contribute to too much weight or wind resistance at the branch end, or prevent adequate light penetration to the interior of the canopy.
  - (g) Undesirable suckers and water sprouts in the bottom 1/3 of the crown.
  - (5) Remove stubs or broken limbs back to developing branches or leaders.
  - (6) Subordinate or remove limbs that compete with the developing leader or a more desirable branch.
  - (7) Selectively prune branches which project significantly beyond the symmetrical form of the canopy.
- b) **Safety Prune:** Defined as selective pruning to remove or reduce those portions of a tree that pose a threat to public safety. This may include, but is not limited to, any combination of the following:
- i) Deadwood down to ½ inch in diameter
  - ii) Cracked or broken branches or leaders
  - iii) Branches or leaders with significant cavities or decay present
  - iv) Branches that are broken and hanging in a tree
  - v) Limbs that obstruct clear use of a public right-of-way or a clear view of traffic or a traffic control device

## 6) **Standards for Workmanship**

- a) General Standards for Workmanship:
- i) Authorized work in this job neither expresses nor implies a right to violate any law of the land while in process of performing such work.
  - ii) All such work shall be conducted in a manner as to cause the least possible interference with or annoyance to others.
  - iii) Inadequately or improperly trained personnel shall not be utilized for work on or with trees or shrubs beyond their known capacity or ability to perform properly or safely.
  - iv) Any injury to persons or damages to any improvement, tree, shrub or structure while working on this job shall be promptly reported to the Assistant City Forester.
  - v) Any use of tools or equipment in unsafe conditions or any application of techniques or methods deemed unsafe to life, limb or property is forbidden.
  - vi) Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible.

- vii) Adequate barricades and warning devices shall be placed and flag persons shall be stationed as necessary for the safety of persons and vehicles.
- viii) Qualified street and sidewalk warning devices shall be in position as required at all times while work on this job is being performed.
- ix) Sidewalk and pedestrian access ways must be properly barricaded to protect pedestrians during pruning, removal and cleanup operations.
- x) The contractor will be required to provide traffic control when needed. However, the cost of such traffic control will not be reflected in the prices provided in this bid.
- xi) Whenever electric or telephone lines, gas lines, water lines, or other improvements, public or private, will be implicated or jeopardized by any authorized tree or shrub work activity, the proper authorities of the utilities involved or property owner involved shall be consulted prior to performing any work activity and all requested precautions by any such authority shall be complied with.
- xii) It shall be unlawful for any business to engage in the following activities within the City for commercial gain or profit without first procuring an arborist license from the City Forester in accordance with the provisions of this Division:
  - (1) Cutting, trimming, pruning or removing of trees when the cuts for such cutting, trimming, pruning or removal are made at a height of ten (10) feet or greater above the ground;
  - (2) The application of pesticides to trees of any size.
- xiii) Each bidder must have the tree pruning & removal and tree climber endorsements on their license.
- xiv) **Contractor must have an *International Society of Arboriculture Certified Arborist* on site at all times work is being conducted.**
- xv) All motor vehicles and other major equipment of any licensed person used in conducting the licensed business shall be clearly identified with the name and telephone number of the licensee.

**7) Pre-Qualifying and Other Requirements:**

- a) Contractors must have at least three (3) years experience of pruning and removing trees larger than 30 inches in diameter. Ideally contractors would have successfully completed jobs similar to this bid, in terms of specifications, in the past three (3) years. If there is any doubt as to the qualification of a successful bidder, testing may be required before any portion of the contract is awarded to that company. Testing may include a written examination, and/or field testing.
- b) All contractors must hold a current City of Fort Collins Arborist License with the tree pruning & removal and tree climbing endorsements, in order to submit a valid bid.
- c) **Owners, or Operations Managers, and Field Crew Supervisors of each contracting company must hold current Arborist Certification with the International Society of Arboriculture (ISA) and provide their certification numbers with this bid.**
  - i) **At least one person with the ISA Arborist Certification will need to be on-site at all times while work is occurring. Prior to being awarded work from this bid, bidders will need to provide ISA Certification numbers for the person(s) that will be on site.**



- ii) It is preferable that each person performing pruning or removal work on trees have the ISA Arborist or the ISA Tree Worker certification.
- d) The contractor can dispose of, or use, brush and logs in any acceptable manner except brush or logs of the *Ulmus* genus (elm) or of the *Picea* genus (spruce) which must be either chipped on site or hauled to the Larimer County Landfill. If, in the duration of this contract, a pest or another genus or species of tree represents a threat to community forest health, such wood will be disposed of in the recommended fashion. An example would be if Emerald Ash Borer was found in Fort Collins.
- e) Successful contractors are expected to fully cooperate and coordinate all work activities with the Assistant City Forester or appropriate City representative.
- f) Failure to comply with any portion of this document may be grounds for termination on a job and disqualification for consideration on future jobs awarded from this bid.

**8) Definitions and Clarifications:**

- i) **Contractor** – Any company awarded work based on this bid.
- ii) **Intent of Bid** - The intent of this bid is to provide prices to conduct tree work to Forestry specifications on a complete block basis.
- iii) **Pre-Qualifying Requirements** – The intent for the pre-qualifying statement is to ensure quality work on this project. The terms of the requirements can apply to a company or to an individual based upon the discretion of the City Forester.
- iv) **Awarding of Work** – Work will be awarded by the City based primarily upon the prices provided. Qualified companies that submit the lowest bids may be awarded work based on specific job requirements, even if they are not the overall lowest priced contractor. For example, work may be awarded based on the lowest price per block or as the lowest price for all three blocks combined.

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 \_\_\_\_\_ pages and incorporated herein by this reference.

2. Contract Period. This Agreement shall commence \_\_\_\_\_, and shall continue in full force and effect until \_\_\_\_\_, unless sooner terminated as herein provided.

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:**  
City of Fort Collins  
Attn: Purchasing  
PO Box 580  
Fort Collins, CO 80522

**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, per the attached Exhibit "A", consisting of \_\_\_\_\_ pages, and incorporated herein by this reference.

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 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 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) page, 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.

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.

17. Prohibition Against Employing Illegal Aliens. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work.

Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor represents and agrees that:

- A. As of the date of this Agreement:
  - 1. Contractor does not knowingly employ or contract with an illegal alien; and
  - 2. Contractor has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to verify that Contractor does not employ any illegal aliens.
- B. Contractor shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.
- D. Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:
  - 1. Notify such subcontractor and the City within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - 2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

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G. If Contractor violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.

H. The City will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the City terminates the Agreement for such breach.

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

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.



**Oak/Loomis/Mountain/Grant  
Block 1-07**

Fill in Pruning and/or Removal Price in all Empty Boxes

<u>Address or Description</u>	<u>Species</u>	<u>Diameter</u>	<u>Location</u>	<u>Pruning Price</u>	<u>Removal Price</u>	<u>Notes</u>
Oak W 730	Oak	2	1st tree E of Grant on Oak			
Oak W 730	American Elm	30	2nd tree E of Grant on Oak			
Oak W 730	Siberian Elm	37	1st tree S of Oak on Grant			
Oak W 730	American Elm	34	2nd tree S of Oak on Grant			
Oak W 730	American Elm	35	3rd tree S of Oak on Grant			
Oak W 730	Hackberry	32	4th tree S of Oak on Grant			
Oak W 726	Caddo Maple	2.5	West tree			
Oak W 726	Green Ash	18	East tree			
Oak W 720	Green Ash	19	West tree			
Oak W 720	Green Ash	19	East tree			
Oak W 716	American Elm	-				
Oak W 712	Bur Oak					
Oak W 708	Bur Oak		West tree			
Oak W 708	Green Ash	9	East tree			
Oak W 706	Bur Oak	9	West tree			
Oak W 706	American Elm	25	East tree			
Oak W 700	Bur Oak	8	West tree			
Oak W 700	Bur Oak	6	East tree			
Oak W 700	Honeylocust	29	1st tree N of Oak on Loomis			
Oak W 700	Honeylocust	24	2nd tree N of Oak on Loomis			
Oak W 700	Black Walnut	7	3rd tree N of Oak on Loomis			
Oak W 700	Black Walnut	3	4th tree N of Oak on Loomis			
Oak W 700	Green Ash	7	5th tree N of Oak on Loomis			
Oak W 700	Honeylocust	39	6th tree N of Oak on Loomis			
Oak W 700	Bur Oak	10	7th tree N of Oak on Loomis			
Loomis S 119	Hackberry	11	South tree			
Loomis S 119	Honeylocust	4	North tree			
Loomis S 115	Texas Red Oak	14	South tree			
Loomis S 115	Green Ash	31	North tree			
Mountain W 703	Green Ash	5	1st tree S of Mountain on Loomis			
Mountain W 703	Norway Maple	15	1st tree W of Loomis on Mountain			
Mountain W 703	Norway Maple	15	2nd tree W of Loomis on Mountain			
Mountain W 703	American Elm	30	3rd tree W of Loomis on Mountain			
Mountain W 707	Norway Maple	20	East tree			
Mountain W 707	Norway Maple	22	West tree			
Mountain W 711	Green Ash	11	East tree			

**Oak/Loomis/Mountain/Grant  
Block 1-07**

Fill in Pruning and/or Removal Price in all Empty Boxes

Mountain W 711	Green Ash	12	West tree			
Mountain W 715	Green Ash	9	East tree			
Mountain W 715	Green Ash	11	West tree			
Mountain W 719	Green Ash	14				
Mountain W 723	Norway Maple	17	East tree			
Mountain W 723	Norway Maple	20	West tree			
Mountain W 727	Bur Oak	9	East tree			
Mountain W 727	Little Leaf Linden	4	West tree			
Mountain W 731	Bur Oak	12	3rd tree E of Grant on Mountain			
Mountain W 731	Green Ash	12	2nd tree E of Grant on Mountain			
Mountain W 731	American Elm	49	on corner			
Mountain W 731	Silver Maple	31	2nd tree S of Mountain on Grant			
Mountain W 731	American Elm	52	3rd tree S of Mountain on Grant			
Mountain W 731	American Elm	44	4th tree S of Mountain on Grant			
Grant S 112	Silver Maple	16	North tree			
Grant S 112	American Elm	20	South tree			
Grant S 116	Silver Maple	47	North tree			
Grant S 116	Caddo Maple	1	South tree			
Grant S 120	Green Ash	31				

**Laurel/Grant/Myrtle/Loomis  
Block 2-07**

Fill in Pruning and/or Removal Price in all Empty Boxes

<u>Address</u>	<u>Species</u>	<u>Diameter</u>	<u>Location</u>	<u>Pruning Price</u>	<u>Removal Price</u>	<u>Notes</u>
Myrtle W 721	Blue Spruce	27				small raising over street
Myrtle W 717	Honeylocust	8	W Tree			
Myrtle W 717	Oak	3	E Tree			
Myrtle W 713	Oak	3				
Loomis S 607	Little Leaf Linden	18	4th tree W of Loomis on Myrtle			
Loomis S 607	Little Leaf Linden	18	3rd tree W of Loomis on Myrtle			
Loomis S 607	Green Ash	16	2nd tree W of Loomis on Myrtle			
Loomis S 607	Crabapple	13	1st tree W of Loomis on Myrtle			clear sign, walk & street
Loomis S 607	Oak	2	on Loomis			
Loomis S 611	Silver Maple	29	N Tree			multi-stem
Loomis S 611	Norway Maple	17	S Tree			
Loomis S 613	Green Ash	13				
Loomis S 615	Honeylocust	26	N Tree			
Loomis S 615	Honeylocust	37	S Tree			
Loomis S 619	Silver Maple	17	N Tree			
Loomis S 619	Silver Maple	26?	S Tree			
Loomis S 623	Plum	10				
Loomis S 627	Green Ash	7				
Loomis S 631	Honeylocust	26	N Tree			
Loomis S 631	Honeylocust	24	S Tree			
Loomis S 635	Honeylocust	27	N Tree			
Loomis S 635	Honeylocust	29	S Tree			
Loomis S 639	Honeylocust	23	N Tree			
Loomis S 639	Honeylocust	26	S Tree			
Loomis S 641	Bur Oak	7				lite raise & structure
Loomis S 645	Siberian Elm	47	1st tree N of Laurel on Loomis			
Loomis S 645	Hackberry	23	1st tree W of Loomis on Laurel			
Loomis S 645	Siberian Elm	36	2nd tree W of Loomis on Laurel			
Loomis S 645	Hackberry	19	3rd tree W of Loomis on Laurel			
Loomis S 645	Siberian Elm	29	4th tree W of Loomis on Laurel			
Loomis S 645	Siberian Elm	13	5th tree W of Loomis on Laurel			
Laurel W 712	Green Ash	11	E Tree			
Laurel W 712	Green Ash	12	W Tree			
Laurel W 712	Caddo Maple	3				lite structure prune
Laurel W 716	Little Leaf Linden	11				
Laurel W 720	Honeylocust	13				

**Laurel/Grant/Myrtle/Loomis  
Block 2-07**

Fill in Pruning and/or Removal Price in all Empty Boxes

Laurel W 724	Green Ash	12				
Laurel W 728	Green Ash	11	1st tree E of Grant on Laurel			
Laurel W 728	Siberian Elm	41	1st tree N of Laurel on Grant			
Laurel W 728	Siberian Elm	33	2nd tree N of Laurel on Grant			
Laurel W 728	Oak	2	3rd tree N of Laurel on Grant			
Laurel W 728	Siberian Elm	37	4th tree N of Laurel on Grant			
Grant S 638	Siberian Elm	33	S Tree			
Grant S 638	Siberian Elm	33	N Tree			
Grant S 630	American Elm	21	S Tree			
Grant S 630	Honeylocust	8				
Grant S 626	Siberian Elm	49				
Grant S 622	Bur Oak	6				
Grant S 618	Hackberry	6				minor structural prune
Grant S 614	Norway Maple	16				
Grant S 614	Norway Maple	20				lite prune
Grant S 610	Crabapple	20				lite prune
Grant S 608	Oak	2				multi-stem
Grant S 604	Black Walnut	21	4th tree S of Myrtle on Grant			
Grant S 604	Black Walnut	28	3rd tree S of Myrtle on Grant			
Grant S 604	Black Walnut	23	2nd tree S of Myrtle on Grant			
Grant S 604	Black Walnut	25	1st tree S of Myrtle on Grant			
Grant S 604	Accolade Elm	4	1st tree E of Grant on Myrtle			structural prune
Grant S 604	Accolade Elm	4	2nd tree E of Grant on Myrtle			structural prune

**Mathews/Locust/Peterson/Elizabeth** Pruning and/or Removal Price in all Empty Boxes  
**Block 3-07**

<u>Address</u>	<u>Species</u>	<u>Diameter</u>	<u>Location</u>	<u>Pruning Price</u>	<u>Removal Price</u>	<u>Notes</u>
Mathews 910	Silver Maple	39				
Mathews 906	Silver Maple	35	South tree			
Mathews 906	Silver Maple	39	North tree			
Mathews 902	Silver Maple	25	South tree			
Mathews 902	Silver Maple	38	North tree			
Mathews 902	Blue Spruce	11	1st tree E of Mathews on Locust			lift for walk & street clearance
Locust E 309	Hackberry	14	West tree			
Locust E 309	Norway Maple	15	East tree			
Locust E 313	Silver Maple	27	West tree			
Locust E 313	Caddo Maple	2.5	East tree			
Locust E 321	Poplar Hybrid	21	West tree			
Locust E 321	Ash	3	East tree			
Locust E 325	Poplar Hybrid	16	West tree			
Locust E 325	Honeylocust	22	East tree			
Locust E 329	Silver Maple	20				
Locust E 331	Ash	27				
Locust E 335	Boxelder	22	West tree			
Locust E 335	Boxelder	18	East tree			
Locust E 335	Little Leaf Linden	7	1st tree S of Locust on Peterson			
Locust E 335	Little Leaf Linden	6	2nd tree S of Locust on Peterson			
Locust E 335	Green Ash	11	3rd tree S of Locust on Peterson			
Locust E 335	Green Ash	10	4th tree S of Locust on Peterson			
Locust E 335	Black Ash	7	5th tree S of Locust on Peterson			
Peterson 935	Oak	4	North tree			
Peterson 935	Honeylocust	11	South tree			
Elizabeth E 338	Oak	4				
Elizabeth E 334	Silver Maple	29	East tree			
Elizabeth E 334	American Elm	48	West tree			
Elizabeth E 330	Green Ash	8	East tree			
Elizabeth E 330	Green Ash	10	West tree			
Elizabeth E 326	White Ash	10				
Elizabeth E 320	American Elm	47				
Elizabeth E 316	Norway Maple	21	East tree			
Elizabeth E 316	Norway Maple	20	West tree			
Elizabeth E 312	American Elm	39	East tree			
Elizabeth E 312	American Elm	31	West tree			

**Mathews/Locust/Peterson/Elizabeth Elm Pruning and/or Removal Price in all Empty Boxes**

**Block 3-07**

Elizabeth E 310	Hackberry	19	East tree		
Elizabeth E 310	Green Ash	10	West tree		
Elizabeth E 306	Green Ash	10	East tree		
Elizabeth E 306	Sugar Maple	10	West tree		
Elizabeth E 300	Norway Maple	13	1st tree E of Mathews on Elizabeth		
Elizabeth E 300	Black Ash	6	on corner		
Elizabeth E 300	Siberian Elm	40	1st tree N of Elizabeth on Mathews		
Elizabeth E 300	Siberian Elm	30	2nd tree N of Elizabeth on Mathews		
Elizabeth E 300	Siberian Elm	35	3rd tree N of Elizabeth on Mathews		
Elizabeth E 300	Siberian Elm	15/13	4th tree N of Elizabeth on Mathews		