



**CITY OF FORT COLLINS
INVITATION TO BID
BID 6025 Tree Pruning and Removal**

BID OPENING: 3:00 p.m. (our clock), January 29, 2007

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

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), January 29, 2007.

Any technical questions regarding this bid should be directed to Ralph Zentz, Assistant City Forester, at (970) 221-6302.

Questions regarding bid submittal or process should be directed to John D. Stephen, CPPO, 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/bs0/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 Bids may be withdrawn up to the date and hour set for closing.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 6025 Tree Pruning and Removal
BID OPENING: January 29, 2007, 3:00 p.m. (our clock)

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **TREE PRUNING AND REMOVAL ANNUAL** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS:

The City of Fort Collins is requesting bids for community forestry maintenance work which includes, but not limited to, tree pruning and removal operations of City-owned trees. This bid will be used to award work on a time and material basis. Contractors must have the ability to complete the project per standards and specifications in a timely manner. All work will be issued by work orders. The City Forestry Department representative reserves the right to issue work orders to the most productive contractor who performs to specification.

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.

The City of Fort Collins will use the contractor with the lowest hourly rates based on a four (4) person crew with equipment on most jobs, but reserves the right to award to the top five (5) contractors.

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 Service Agreement and provide insurance per Exhibit "B".

BID 6025 Tree Pruning and Removal
BID SCHEDULE

Hourly Rate for a four (4) person crew¹ with equipment²		
(3) climbers and (1) ground person		
(1) bucket truck (minimum 55 ft. working height)	=	\$ _____
(1) chipper and truck (must handle at least a 9" diameter log)		
Hourly Rate for a three (3) person crew³ with equipment		
(2) climbers and (1) ground person		
(1) bucket truck (minimum 55 ft. working height)	=	\$ _____
(1) chipper and truck (must handle at least a 9" diameter log)		
Extra price per hour costs⁴:		
Tree Climber	=	\$ _____
Ground Worker	=	\$ _____
Chipper & Truck Operator	=	\$ _____
Lift Truck & Operator	=	\$ _____
Log Loader Truck & Operator ⁵ Type: _____ *	=	\$ _____
Stump Grinder ⁶ & Operator (stump grinder > 50 HP)	=	\$ _____
Stump Grinder & Operator	=	\$ _____

ADDITIONALLY: Provide an equipment list with hourly prices including an operator.

*Describe the type of log-loader truck included in your bid

ISA Certification # _____

FIRM NAME _____

Are you a Corporation, Partnership, DBA, LLC, or PC

SIGNATURE: _____

ADDRESS: _____

PHONE/FAX#: _____

EMAIL: _____

1 A four (4) person pruning crew would include 2 to 3 persons working in the trees, either climbing or using a lift truck, with 1 to 2 persons acting as the ground crew to handle brush (2 people based on need). This price would include equipment to support a 4 person crew such as lift truck, log loader truck, chipper & truck etc...

2 Any contractor desiring to provide extra workers, in excess of the four person crew, must receive authorization from City Forestry prior to each job.

3 A three (3) person crew would include 2 persons working in the trees, either climbing or using a lift truck, with 1 person acting as the ground crew to handle brush and clean up. This price shall include the cost of support equipment such as a lift truck, log loader truck, chipper & truck etc...

4 This bid will be provided to all interested City departments to accomplish tree related work on projects. The breakout prices may also be used in the case of storm related, or other emergency events where the City would need to use contractors to help with cleanup operations.

5 A log loader truck refers to any piece of powered equipment that is used for brush clean up or to load logs and debris from pruning or removal work. Examples would be a grapple truck or a small crane truck.

6 An hourly price for stump grinding is included in this bid as a pricing source for City departments who have need of a stump grinder and operator, such as City Engineering.

BID 6025 TREE PRUNING AND REMOVAL SPECIFICATIONS

1. Job Description

Perform community forestry maintenance work which includes, but is not limited to, tree pruning and removal operations of City-owned trees. 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 time and material basis. Contractors must have the ability to complete the project per standards and specifications in a timely manner.

2. General Information

These bid prices will become effective once the contract is signed in 2007. The City of Fort Collins will award to the top 5 contractors but will use the contractor with the lowest hourly rates based on a four (4) person crew with equipment on most jobs.

City Forestry staff will be available to assist all bidders in locating trees on job sites if needed. A good working relationship between the successful contractors is essential in making this contract work smoothly. 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 and the Senior Buyer issuing the 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.
- B. Completely remove trees and debris, leaving the stump as low to the ground as possible.
- C. Properly dispose of all logs, limbs, and brush from each removal.
- D. Contact Assistant City Forester to arrange starting time.

4. Standards of Workmanship for Tree Removal:

- A. 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.
- B. 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.
- C. 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.
- D. At least one responsible tree worker shall serve to coordinate safe operations on the ground at all times when work operations are in progress.

- E. 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.
- F. 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.

5. **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 callous 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.

6. Complete Prune

A. Description of Complete Prune: This operation of tree trimming shall consist of the general removal of dead, dying, diseased, damaged, conflicting, broken, and structurally unsound limbs to improve the overall health, safety, structure and aesthetics of each tree.

B. Specifications:

- a. Properly remove all dead, dying or weakened branches of $\frac{3}{4}$ inch or greater diameter. 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 $\frac{1}{2}$ inch in diameter, should be included in the thinning process to reduce the chance of excess loading.
- b. Remove all broken branches or any loose branches lodged in the tree.
- c. 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:
 - i. Limbs which rub and abrade a more important branch.
 - ii. Limbs of weak structure which are not important to the framework of the tree.
 - iii. 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.
 - iv. 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.
 - v. Limbs with twigs and foliage that obstruct the development of a more desirable branch.
 - vi. 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.
 - vii. Undesirable suckers and water sprouts in the bottom $\frac{1}{3}$ of the crown.
 - viii. Remove stubs or broken limbs back to developing branches or leaders.
 - ix. Subordinate or remove limbs that compete with the developing leader or a more desirable branch.
 - x. Selectively prune branches which project significantly beyond the symmetrical form of the canopy.

7. Standards for Workmanship

A. General Standards for Workmanship

- a. 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.
- b. All such work shall be conducted in a manner as to cause the least possible interference with or annoyance to others.
- c. 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.
- d. A qualified supervisor shall be present at all times when work is being performed except that he may be absent for short periods during the day when necessary because of emergencies or other urgent matters.
- e. 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.
- f. 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.
- g. 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.
- h. Adequate barricades and warning devices shall be placed and flagpersons shall be stationed as necessary for the safety of persons and vehicles.
- i. Qualified street and sidewalk warning devices shall be in position as required at all times while work on this job is being performed.
- j. 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.
- k. It shall be unlawful for any business to engage in the business of cutting, trimming, pruning, or removing trees, where such work must occur at a height of 10 feet or greater above the ground, within the city without first procuring an Arborist License from the City Forester.
- l. All motor vehicles and other major equipment of any licensed person used in conducting the licensed business shall be clearly identified with the name of the licensee.
- m. 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.
- n. Sidewalk and pedestrian access ways must be properly barricaded to protect pedestrians during pruning, removal and cleanup operations.

8. 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. Contractors must have 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, field testing may be required before any portion of the contract is awarded to that company.
- B. All contractors must hold a current Arborist License with the City of Fort Collins 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. At least one person with the ISA Arborist Certification will need to be on-site at all times while work is occurring. 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. This contract may be used by City departments other than Forestry.
- 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.

9. Definitions and Clarifications:

Contractor – Any company awarded work based on this bid.

Intent of Bid - The intent of this bid is to provide hourly prices that will be used when the Forestry Division has need. However, other City departments such as Neighborhood Services, Engineering and Natural Areas often have need for contracted tree or shrub work. The prices provided in this bid will be made available to these other departments for their use.

Pre-Qualifying Requirements – The intent for the pre-qualifying experience 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.

Awarding of Work – Work will be awarded by City Forestry based primarily upon the 4 or 3 person crew prices provided, but may include other equipment and crew combinations based upon the bid schedule. Qualified companies that submit the lowest bids may be awarded work based on specific job requirements, even if they are not the lowest priced contractor. For example, the three lowest priced contractors may be awarded work on the same job in order to complete the work in a given time frame.

CITY OF FORT COLLINS
BID PROPOSAL
BID #6020
BID OPENING: January 25, 2007, 3:00 p.m. (our clock)

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

The City of Fort Collins is requesting bids for stump grinding including clean-up at various sites as listed per the attached specifications. Work will be issued by work orders. 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 Service Agreement and provide insurance per Exhibit "B".

BID SCHEDULE

1. Cost per inch for large stump grinder (50 horsepower or greater):

\$ _____ per inch with hauling all debris and stump chips and filling/leveling the hole with topsoil

\$ _____ per inch with filling hole with soil and stump chips and hauling away excess material

\$ _____ per inch with no clean-up except raking stump chips and debris into a pile

2. Cost per inch for small stump grinder when needed:

\$ _____ per inch with hauling all debris and stump chips and filling/leveling the hole with topsoil

\$ _____ per inch with filling hole with soil and stump chips and hauling away excess material

\$ _____ per inch with no clean-up except raking stump chips and debris into a pile

ISA Certification # _____

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

SIGNATURE _____

ADDRESS _____

PHONE/FAX # _____

EMAIL _____

SERVICES AGREEMENT

WORK ORDER TYPE

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. Services to be Performed.

a. This Agreement shall constitute the basic agreement between the parties for services for _____. The conditions set forth herein shall apply to all services performed by the Service Provider on behalf of the City and particularly described in Work Orders agreed upon in writing by the parties from time to time. Such Work Orders, a sample of which is attached hereto as Exhibit "A", consisting of _____ (_____)page(s) and incorporated herein by this reference, shall include a description of the services to be performed, the location and time for performance, the amount of payment, any materials to be supplied by the City and any other special circumstances relating to the performance of services. No work order shall exceed \$ _____. The only services authorized under this agreement are those which are performed after receipt of such Work Order, except in emergency circumstances where oral work requests may be issued. Oral requests for emergency actions will be confirmed by issuance of a written Work Order within two (2) working days.

b. The City may, at any time during the term of a particular Work Order and without invalidating the Agreement, make changes within the general scope of the particular services assigned and the Service Provider agrees to perform such changed services.

2. Changes in the Work. The City reserves the right to independently bid any services rather than issuing work to the Service Provider pursuant to this Agreement. Nothing within this Agreement shall obligate the City to have any particular service performed by the Service Provider.

3. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated as specified by each written Work Order or oral emergency service request. Oral emergency service requests will be acted upon without waiting for a written Work Order. Time is of the essence.

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 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 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/Notices. 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 mailed 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 address:

City

Service Provider

City of Fort Collins Attn: PO Box 580 Fort Collins, CO 80522	
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In the event of early termination by the City, the Service Provider shall be paid for services rendered to the termination date, 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. This is an open-end indefinite quantity Agreement with no fixed price. The actual amount of work to be performed will be stated on the individual Work Orders. The City makes no guarantee as to the number of Work Orders that may be issued or the actual amount of services which will in fact be requested.

8. Payments.

a. The City agrees to pay and the Service Provider agrees to accept as full payment for all work done and all materials furnished and for all costs and expenses incurred in performance of the work the sums set forth for the hourly labor rate and material costs, with markups, stated within the Bid Schedule Proposal Form, attached hereto as Exhibit "B", consisting of two (2) page[s], and incorporated herein by this reference.

b. Payment shall be made by the City only upon acceptance of the work by the City

and upon the Service Provider furnishing satisfactory evidence of payment of all wages, taxes, supplies and materials, and other costs incurred in connection with the performance of such work.

9. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in the work order, plus any extensions thereof allowed in accordance with Article 12 of the General conditions. They also recognize the delays, expenses and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay OWNER the amount set forth in each Work Order.

10. City Representative. The City's representative will be shown on the specific Work Order and shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the work requested. All requests concerning this Agreement shall be directed to the City Representative.

11. Independent Contractor. It is agreed that in the performance of any services hereunder, the Service Provider is an independent contractor responsible to the City only as to the results to be obtained in the particular work assignment and to the extent that the work shall be done in accordance with the terms, plans and specifications furnished by the City.

12. 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.

13. 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 under the Agreement or of

any cause of action arising out of the performance of this Agreement.

14. 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.

15. 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.

16. 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.

17. 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 representative, successors and assigns of said parties.

18. 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 "D", consisting of () page[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.

19. 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.

20. Law/Severability. This Agreement shall be governed in all respect by the laws of the State of Colorado. 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.

21. 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.

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.

22. 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
Director of Purchasing and Risk Management

Date: _____

[INSERT CORPORATIONS NAME] or
[Insert Partnership name] or
[Insert individual's name]
Doing business as [Insert name of business]

By: _____

Print Name
Title _____
Corporate President or Vice President

Date: _____

ATTEST

(Corporate Seal)

Corporate Secretary

WORK ORDER FORM
PURSUANT TO AN AGREEMENT BETWEEN
THE CITY OF FORT COLLINS
AND

DATED: _____

Work Order Number: _____

Purchase Order Number: _____

Project Title: _____

Commencement Date: _____

Completion Date: _____

Maximum Fee: _____

Project Description: _____

Scope of Services: _____

Service Provider agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Services Agreement between the parties. In the event of a conflict between or ambiguity in the terms of the Services Agreement and this work order (including the attached forms) the Services Agreement shall control.

The attached forms consisting of _____ () pages are hereby accepted and incorporated herein by this reference, and Notice to Proceed is hereby give.

Service Provider:

By: _____

Date: _____

City of Fort Collins:

Submitted by: _____

Date: _____

Reviewed By: _____

Date: _____

Approved by: _____

Date: _____

Approved by: _____

Director of Purchasing and Risk Management
(if over \$30,000.00)

Date: _____

CC: Purchasing

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.