



Financial Services  
Purchasing Division  
215 N. Mason St. 2<sup>nd</sup> Floor  
PO Box 580  
Fort Collins, CO 80522  
970.221.6775  
970.221.6707  
[fcgov.com/purchasing](http://fcgov.com/purchasing)

*Korby*

## ADDENDUM No. 1

### SPECIFICATIONS AND CONTRACT DOCUMENTS

Description of Bid 7133: Weed Cutting and Rubbish Removal

OPENING DATE: 3:00 P.M. (Our Clock) April 13, 2010

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

### CHANGE:

1. The following will be paid to contractors on an hourly or negotiated cost with the City Representative. The City may ask contractors for pricing for a project and the low responsive responsible price would be awarded the work. Work must be completed in a complete and professional manner.

#### Scope of work for Dilapidated Fences & Dirt Yards Ordinances:

Repair, replace or remove sections of fences that are found in violation of Code Sec. 20-32 by the City of Fort Collins Code Compliance Inspectors. Must use compatible/comparable materials to the original fence for all repairs. Bring dirt yards into compliance with Code Sec. 20-31 by performing work as instructed by Compliance Inspectors by coving dirt area of yard with some form of ground cover (e.g. seed, sod, gravel, mulch, plants, etc.).

Hourly Rate: \$ 75

2. Traffic control for Road Shoulder mowing will be the responsibility of the contractor.

Please contact John D. Stephen, CPPO, LEED AP, Senior Buyer at (970) 221-6777 with any questions regarding this addendum.

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

where renewal is a way of life

**BID SCHEDULE  
7133 Weed Cutting and Rubbish Removal**

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

**Section 1. Extra Heavy Rubbish Removal**

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

- Loader
- Tandem dump truck with a 10 yard minimum box.

EQUIPMENT	YEAR	MODEL	CU. YDS.	HP	\$/HR.
John Deere	2008	4720	<u>BOX/BUCKET</u> 1	75	\$60
Freightline	2000	T-2000	10 cy	300	\$65 <sup>A</sup>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Combined minimum price for fork/bucket loader and tractor.....\$ 60 per hour.

Minimum price for dump truck:.....\$ 65 per hour.

FIRM NAME Korby Landscape LLC

**Section 2. Heavy Rubbish Removal**

Minimum equipment required: Please Check (✓) equipment you have

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

EQUIPMENT	YEAR	MODEL	CU. YDS. BOX/BUCKET	HP	\$/HR.
<u>John Deere</u>	<u>2004</u>	<u>7800</u>	<u>3cy</u>	<u>150 HP</u>	<u>\$75</u>
<u>Freightline</u>	<u>2000</u>	<u>T-2000</u>	<u>5</u>	<u>300</u>	<u>\$65</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Combined minimum price for fork/bucket loader and tractor.....\$ 75 per hour.

Minimum price for dump truck:.....\$ 65 per hour.

FIRM NAME Korby Landscape LLC

**Section 3. WEED MOWING AND RUBBISH REMOVAL**

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

- Five-foot rotary mower
- Tractor with sufficient capacity, defined as the industry standard for the P.T.O. horse power needed for the make and model of mower;
- Hand tools
- High back pickup truck
- Hand operated weed cutter
- Three-foot walk behind mower.
- List a three-foot walk behind grooming mower, if available.
- Digital Camera

Equipment	Year	Model	HP	Width	\$/Hr.
<u>John Deere</u>	<u>2008</u>	<u>4720</u>	<u>75</u>	<u>6'</u>	<u>\$55</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Combined minimum price for tractor and mower.....\$ 55 per hour.

FIRM NAME Korby Landscape LLC

**Section 4. Road Shoulder Mowing**

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

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

- 5' or larger mower capable of mowing road shoulders
- Tractor with sufficient capacity, defined as the industry standard for the P.T.O. horse power needed for the make and model of the mower.
- 7' mower with a 7' wing is desirable, and will be given preference on the wider stretches of road shoulder.
- Hand operated 20 hp power weed cutter.

Safety Equipment:

The tractor must be equipped with safety placards: "Caution", etc., and working flashers as well as reflectors. The mower must be equipped safety guards or chain guards to prevent rocks and debris from flying out from under the mower. Personnel working on or near the road including the road shoulder or right-of-way must wear a Class III reflective safety vest and hard hats at all times. Personnel must wear eye and ear protection during weed whipping. City will provide traffic control for work on all major roads.

Litter control on some major arterials will be required, as well as special cleanup instructions on Harmony/I-25 interchange to prevent blockage of the irrigation siphon. Contractor must have irrigation experience so they can operate the irrigation system at the intersection.

Tractor/Whip	Year	Model	Width	\$/Hr.
John Deere	2004	5520	20'	\$90
Toro	2010	T-35	48"	\$38
GMC	2005	4500	8"	\$50

Combined minimum price for tractor and mower.....\$ 90 per hour.

Minimum price for weed whip.....\$ 35 per hour.

FIRM NAME Korby Landscape LLC

**Section 5. Stormwater Detention Basins and Drainage Channels Mowing**

Approximately 14 Detention Basins and 28 Drainage Channels to be mowed 4-6 times a season, depending on weather (growing) conditions. Debris pick-up and removal (tree limbs, wind blown debris, misc. abandoned debris, etc.) may be required in the spring prior to mowing to avoid equipment damage and/or for the aesthetics of the area. Debris disposal will be billed for man-hours, hauling and landfill fees.

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

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

Equipment	Year	Model	HP	Width	\$/Hr.	
<u>John Deere</u>	<u>2004</u>	<u>5520</u>	<u>100</u>	<u>20'</u>	<u>\$90</u>	} combined
<u>Progressive</u>	<u>2009</u>	<u>T-20</u>		<u>20'</u>	<u>(\$90)</u>	
<u>GMC</u>	<u>2005</u>	<u>4500</u>	<u>250</u>	<u>-</u>	<u>90</u>	
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	

Combined minimum price for tractor and mower.....\$ 90 per hour..

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

SIGNATURE: Steve L. Kelly

ADDRESS 3201 E. Mulberry Unit S  
Fort Collins, CO 80524

PHONE/FAX # 970-568-7633 Fax: 970-568-7635



**FAX: 970-568-7635**

**April 13, 2010**

**City of Fort Collins**  
**Purchasing**  
**215 North Mason St., 2<sup>nd</sup> Floor**  
**Fort Collins, CO 80522**

**To Whom it May Concern:**

**We are in receipt of Addendum No. 1 for Bid 7133, Weed Cutting and Rubbish Removal.**

**Sincerely,**

**Steve L. Korby**  
**Member**

**SLK/pr**

**LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS**

**NAME OF INDIVIDUAL OR COMPANY**

**WORK TO BE PERFORMED AND/OR  
GOODS OR MATERIALS SUPPLIED**

None

---

---

---

---

---

---

---

---

---

---

---

---

---


---

---

---

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

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

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

Member  
\_\_\_\_\_  
Title

Korby Landscape LLC  
\_\_\_\_\_  
FIRM NAME



Health Act, all regulations issued there under and all state laws and regulations enacted and adopted pursuant thereto.

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

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

**NO CONFLICT WITH THIRD PARTIES**

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

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

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

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

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

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

Dated this 13 day of April, 2010.

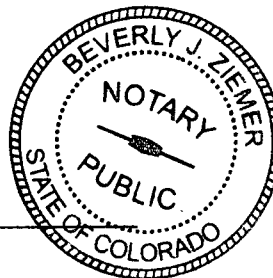
Korby Sod LLC

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

By: [Signature]  
Authorized Signature.

[Signature]  
Notary Public

My commission expires 12-11-10



## SPECIFICATIONS

### DEFINITIONS

City Representative shall mean the Compliance Supervisor or Streets Department Superintendent, or their designated representative.

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

### EQUIPMENT REQUIRED

The Bidder shall submit a list of equipment that will be made available to accomplish the work, defined as the industry standard for the P.T.O. horse power needed for the make and model of mower, the size of the bucket or for any other attachment used, and shall be prepared to have equipment inspected and approved by the City's Representative. Category II and III require a digital camera and all weed mowings and rubbish removal must have a digital photo taken prior to the weed mowing and rubbish removal. The disk with the pictures should be turned it with the invoice. Failure to do so may result in the contractor not being paid. Camera malfunction will be taken into consideration. The City Representative shall make the final determination if the equipment made available by the contractor is sufficient to perform the work satisfactorily. Inspections of equipment may be performed by the City Representative at any point during the contract. There are five (5) categories to be bid on, and a contractor may bid on any or all of the five categories:

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

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

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

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

Category 5: Stormwater Detention Basins and Drainage Channels Mowing requires a Five-foot or larger rotary mower; a tractor with sufficient capacity, defined as the industry standard for the P.T.O. horse power needed for the make and model of the mower; hand tools; high back pickup truck; hand operated power weed cutter; three-foot walk behind mower; a Digital Camera. Optional: a three-foot walk behind grooming mower.

## **WORK DIVISION**

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

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

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

## **REGULATIONS**

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

## **NOTIFICATION**

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

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

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

## **PERFORMANCE**

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

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

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

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

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

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

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

#### **CHANGES IN THE WORK**

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

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

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

#### **MOVE-ON FEE**

The Contractor shall be allowed to charge a "move-on" fee of \$20.00 on each job. Move-on fees shall be determined jointly in writing or verbally between the Contractor and the City Representative when jobs are assigned.

#### **SUBCONTRACTORS AND MATERIALS**

Any Subcontractors to be used must be prior approved by the City. A list of all permitted subcontractors (if applicable) and material suppliers (if any) must be submitted with the bid. The Bidder shall not utilize the services of any Subcontractor not listed on the subcontractor list as submitted in performing work pursuant to the Contract without the prior written consent of the City nor shall the Contractor obtain supplies or equipment used in the performance of this contract unless such supplier is listed on the material list.

## **RECORDS**

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

## **BILLING**

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

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

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

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

## **TERMINATION**

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

## **BIDS**

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

Fill in all blanks on the Bid Forms. Failure to do so may result in a bid disqualification. All entries shall be made in ink or typed on the forms bound herein. Bids entered on forms where phraseology has been altered or where the documents have been otherwise altered will not be accepted. A list of subcontractors must be submitted with all bids, signed supplemental instructions, and a workman's compensation waiver if deemed necessary. The successful bidder/s shall be required to enter into the attached Services Agreement within five working days of receipt of Agreement.

## **LAWS AND REGULATIONS**

The Contractor agrees to comply fully with all applicable state and federal laws and regulations and municipal ordinances. The Contractor further agrees to comply fully with the Occupational Safety and