



## Administrative Services

### Purchasing Division

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**CITY OF FORT COLLINS  
INVITATION TO BID  
BID #5721  
FENCING AT UNION PACIFIC TRAIL**

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 80524, at the time and date noted on the bid proposal and/or contract documents. If delivered, they are to be delivered to 215 North Mason Street, 2<sup>nd</sup> Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

**Bids must be received at the Purchasing Office prior to 3:00p.m. (our clock), JULY 15, 2002.**

#### **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 Bids may be withdrawn up to the date and hour set for closing.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 are available for review in the Purchasing Office or the City Clerk's Office. Request Resolution 91-121 for cement restrictions.

Collusive or sham bids: any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid.

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

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

**BID PROPOSAL**  
**BID #5721**  
**FENCING AT UNION PACIFIC TRAIL**  
**BID OPENING: JULY 15, 2002, 3:00p.m., (our clock)**

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **FENCING AT UNION PACIFIC TRAIL** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS AND DRAWINGS:

The City of Fort Collins' requesting bids for a contractor to furnish and install 5300 L.F of open space fence with attached field fabric for a complete project. Fencing must be completed within 30 days or as approved by the Project Manager. Contractor must enter into the attached Service Agreement and name the City of Fort Collins as an additional insured per Exhibit "B".

Technical questions should be referred to Craig Foreman, Project Manager at 970-221-6618.

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

**BID SCHEDULE (BASE BID)**

BID ITEM #	Drake - Horsetooth DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	Open Space Fence with Fabric	5300	LF	\$	\$
2	Fence Bracing Segment	7	LS	\$	\$

**TOTAL OF BASE BID**

\_\_\_\_\_ \$  
 (written) \_\_\_\_\_ Figure

**FIRM NAME:** \_\_\_\_\_  
 (Are you a corporation, DBA, Partnership, LLC, or PC)

**ADDRESS:** \_\_\_\_\_  
 \_\_\_\_\_

**TELEPHONE #** \_\_\_\_\_ **FAX #** \_\_\_\_\_

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

SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and \_\_\_\_\_, hereinafter referred to as "Service Provider".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Service Provider agrees to provide services in accordance with the scope of services attached hereto as Exhibit "A", consisting of \_\_\_\_ (\_\_\_\_) page[s], and incorporated herein by this reference.

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

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

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

4. Contract Period. [Option 2] This Agreement shall commence \_\_\_\_\_, 200\_, and shall continue in full force and effect until \_\_\_\_\_, 200\_, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed \_\_\_ (\_\_) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties and may not exceed the Denver - Boulder CPI-U as published by the Colorado State Planning and Budget Office. Written notice of renewal shall be provided to the Service Provider and mailed no later than ninety (90) days prior to contract end.

5. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

[Early Termination clause here as an option.

6. Early Termination by City/Notice. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties.

All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

City:

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

Service Provider:

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

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

7. Contract Sum. The City shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) [Option Cost Breakdown is attached Exhibit "C"]

8. City Representative. The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.

9. Independent Service provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.

10. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.

11. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.

12. Warranty.

- (a) Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
- (b) Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
- (c) Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.

13. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.

14. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

15. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal

representatives, successors and assigns of said parties.

16. Indemnity/Insurance. a. The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit \_\_\_\_, consisting of \_\_\_\_\_ (\_\_\_\_) pages[s], attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, P. O. Box 580 Fort Collins, Colorado 80522 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

17. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

18. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.



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

CITY OF FORT COLLINS, COLORADO  
a municipal corporation

By: \_\_\_\_\_  
John F. Fischbach  
City Manager

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

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

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

ATTEST:

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

## EXHIBIT B

### INSURANCE REQUIREMENTS

1. The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

"The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Fort Collins."

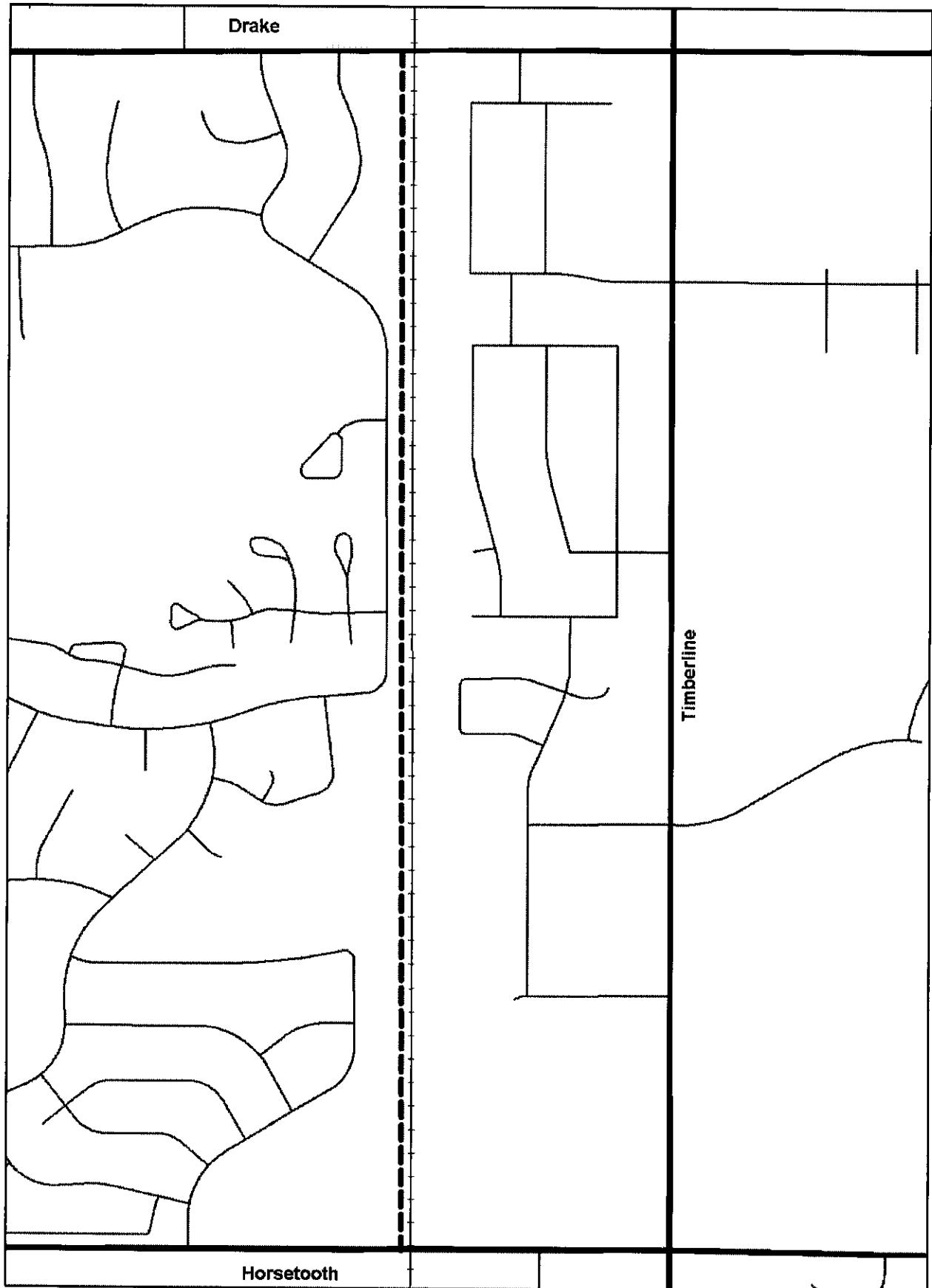
In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

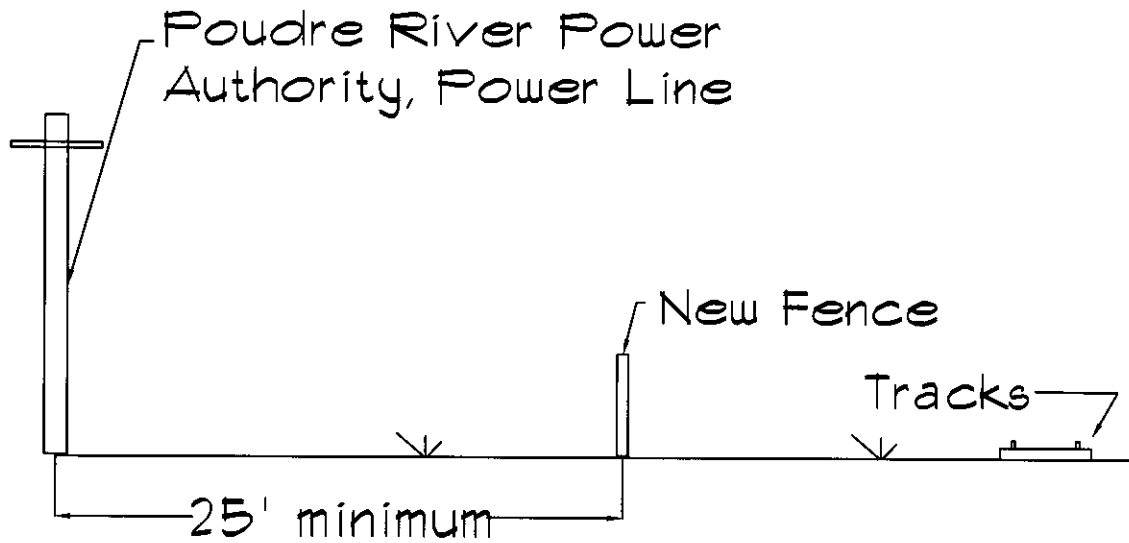
2. Insurance coverages shall be as follows:

- A. **Workers' Compensation & Employer's Liability.** The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement:
  1. Workers' Compensation insurance with statutory limits as required by Colorado law.
  2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.
- B. **Commercial General & Vehicle Liability.** The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

# Location Map





Looking North

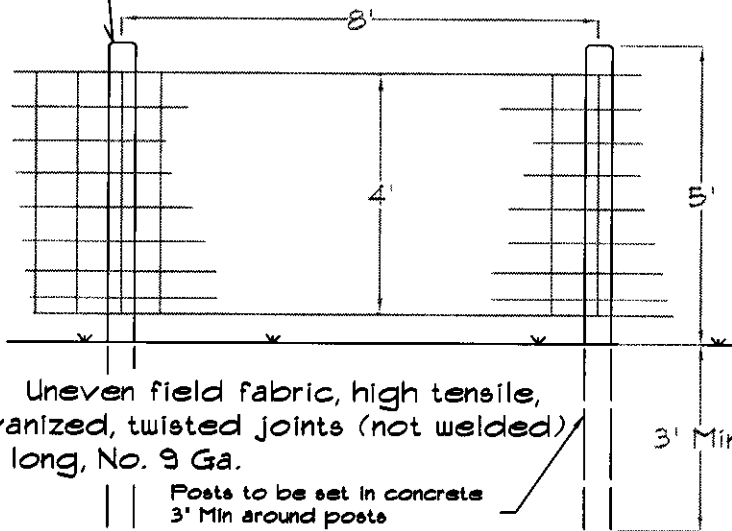
Fence lay-out to be staked by the City.  
 Contractor responsible for utility  
 locates and verification.

Fence Line Location Detail

CITY OF FORT COLLINS  
 Park Planning and Development

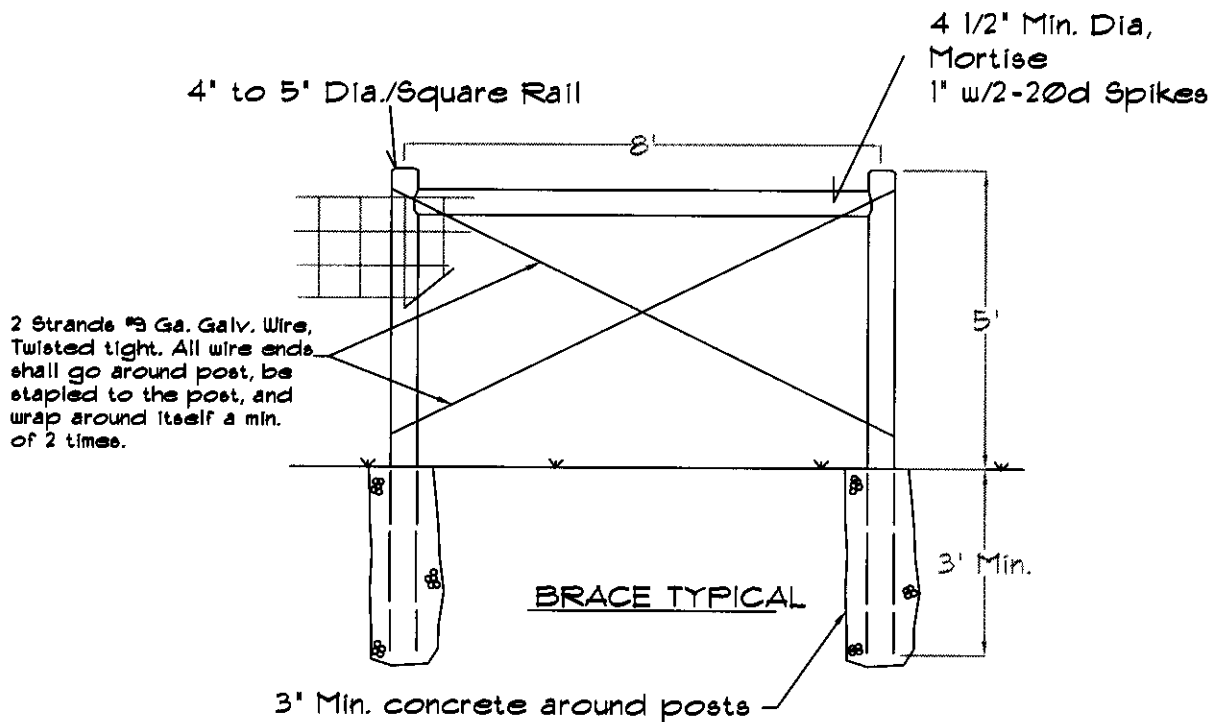
Standard  
 Drawing

4' to 5' Dia./Square FENCE TYPICAL



Horse Fabric: Uneven field fabric, high tensile,  
48' high, galvanized, twisted joints (not welded)  
Staples: 1 1/2' long, No. 9 Ga.

All lumber to be cedar or treated wood with product  
approved by the City i.e. ACQ.



END SECTION (2), BRACE SECTION (5)

Maximum length of fence without a corner section, end section, gate section  
or brace section shall be 1,000 ft.

OPEN SPACE/TRAIL FENCE

CITY OF FORT COLLINS  
Park Planning and Development

Standard  
Drawing

## **DIVISION 1**

### **SECTION 01800 – DEFINITION OF BID ITEMS**

The following items describe the scope of work for this contract and are further clarified through limit-of-work lines, notes on the drawings and specifications. The work described in each Bid Item may contain work from one or several technical specifications sections. The contractor shall refer to the technical specifications that apply to the individual components.

#### **Bid Item 1 – Open Space Fence with Fabric**

The Contractor shall furnish all labor, materials, and equipment to install open space fencing with horse fabric according to drawing and specifications. Bid includes lumber, fabric, grounding, concrete, minor earthwork and cleanup.

#### **Bid Item 2 – Fence Bracing Section**

The Contractor shall furnish all labor, materials, and equipment to install bracing for open space fencing according to drawings and specifications. Bid includes lumber, fabric, concrete, minor earthwork, wire and cleanup.

**END OF SECTION**

**END OF DIVISION 1**

## **DIVISION 2**

### **SECTION 02830 – FENCES AND GATES**

#### **PART 1 - GENERAL**

##### **1.01 Scope**

- A. Furnish all labor, materials and equipment, and perform all operations required for the proper installation of fences and gates, including all concrete, earthwork, hardware, and other accessories as SHOWN ON THE DRAWINGS or specified in this section. Work includes cleanup of the site.

##### **1.02 Shop Drawings**

- A. Submit shop drawings showing gate details. Obtain approval of Engineer before fabrication or installation.

##### **1.03 Submittals**

- A. Submit manufacturer's product data for materials described in this section.

#### **PART 2: MATERIALS**

##### **2.01 Fence Fabric and Hardware**

- A. Fabric and hardware shall be as SHOWN ON THE DRAWINGS.

##### **2.02 Posts**

- A. Wood shall be of sound, seasoned wood, peeled and with ends cut as shown on the drawings. The posts and rails shall be straight and all knots trimmed flush with the surface.
- B. All dimensional timber and lumber required for fences and gates shall be sound, straight, and reasonably free from knots, splits, and shakes.
- C. All wood members are to be cedar; or treated wood mill ACQ, or with a product approved by the City. CCA treated wood is no longer allowed by the City of Fort Collins.
- D. The requirements for peeling and treating may be omitted for red cedar posts and rails.

##### **2.03 Concrete**

- A. Minimum depth for posts as indicated on drawings. Cylindrical holes. Excavate for the full depth of post, diameter as indicated. Concrete shall have a minimum 28-day compressive strength of 3,000 psi.
- B. Aggregate shall conform to Standard Specification for Concrete Aggregate, ASTM C33-85. Any admixture, except air entraining agent, accelerators and retardants must be approved by the Engineer.
- C. Cement used shall conform to Standard Specifications for Portland Cement, ASTM C 150-85, AASHTO M 85, Type I, II or Type I/II.
- D. Air-entraining agents shall conform to ASTM C 260-77

##### **2.04 Fences near Electric Lines**

- A. At each location where an electric line crosses a fence containing metal, grounding of the fencing shall be accomplished in accordance with the following: A galvanized or copper-coated steel grounding rod eight feet long with a minimum diameter of ½ inch shall be installed directly below

the point of crossing. The rod shall be driven vertically until the top is six inches below the ground surface. A number six solid copper conductor or equivalent shall be used to connect each metal fence element to the grounding rod. The connections shall be either brazed or fastened with non-corrosive clamps approved by the Engineer.

- B. When a power line is within 500 feet and runs parallel or nearly parallel to the fence, the fence shall be grounded at each end, at gateposts, and at intervals not to exceed 1,500 feet.

### PART 3: EXECUTION

#### 3.01 Installation

- A. General: Construct fence to line and grades indicated. Construct fence in accordance with manufacturer's instructions and as specified. Stake post locations for review by Engineer before proceeding. Construct fence in a craftsman-like manner with skilled people experienced with this type of fence. Do not begin installation and erection of fence before final grading is completed, unless permitted by the Engineer. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND FIELD VERIFYING UTILITIES.
- B. Tree, brush, and other obstacles along the fence line that interfere with the fence shall be removed. Continuous grubbing or grading along the fence line shall not be done. Where possible, the fence shall be erected on natural ground. The clearing width shall be to the extent needed to install the fence. Disposal of clearing debris shall be off site at the contractor's expense.
- C. Where breaks in a run of fencing are required, or at intersections with existing fences, post spacing shall be adjusted to meet requirements for the type of closure.
- D. The bottom of the fence fabric shall generally follow the contour of the ground. Grading shall be performed where necessary to provide a neat appearance. Where abrupt changes in the ground profile make it impractical to maintain the specified ground clearance, longer posts may be used and multiple strands of wire stretched thereon. At grade depressions, where stresses tend to pull posts from the ground, bracing shall be installed as SHOWN ON THE DRAWINGS.
- E. Wire splicing shall be as SHOWN ON THE DRAWINGS.
- F. All posts shall be repaired in accordance with approved procedures after cutting or drilling.
- G. Excavation: Excavate for concrete to dimensions indicated. Clear excavations of loose material. Dispose waste material on site as directed by the Engineer.
- H. Fence post setting: Set posts plumb and aligned in concrete footings. Settle concrete to eliminate voids, and slope to drain to adjacent grade. Allow concrete to cure a minimum of 72 hours before proceeding with work affecting the posts. All posts shall be set vertical and to the grade and alignment as SHOWN ON THE DRAWINGS. Top of posts shall not be cut unless approved by the Engineer. All field cuts, holes, etc. shall be treated with preservative matching existing treatment.
- I. Fabric: Pull fabric taut and secure to fence posts.

### END OF SECTION