



## Administrative Services

### Purchasing Division

#### CITY OF FORT COLLINS

#### INVITATION TO BID

#### BID #5794 ELEVATOR MAINTENANCE AND REPAIR

**BID OPENING: JUNE 6, 2003, 2:30P.M. (our clock)**

Sealed bids will be received and publicly opened at the office of the Director Of Purchasing and Risk Management, PO Box 580, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80522, at the time and date noted on the bid proposal and/or contract documents. If delivered, they are to be sent to 215 North Mason Street, 2<sup>nd</sup> Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

**Bids must be received at the Purchasing Office prior to 2:30p.m. (our clock), June 6, 2003.**

**A copy of the Bid may be obtained as follows:**

1. Call the Purchasing Fax-line, 970-416-2033 and follow the verbal instruction to request document #25794. **(The bid number must be preceded by a 2 when using the Fax-line.)**
2. Download the Bid from the Purchasing Webpage, Current Bids page, at: [www.fcgov.com/purchasing](http://www.fcgov.com/purchasing).
3. 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 Bids may be withdrawn up to the date and hour set for closing.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.

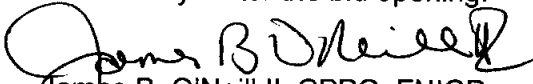
Freight terms: unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.

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 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

**CITY OF FORT COLLINS**

**BID PROPOSAL**

**BID#5794**

**ELEVATOR MAINTENANCE AND REPAIR**

**BID OPENING: JUNE 6, 2003, 2:30pm (our clock)**

**WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR ELEVATOR MAINTENANCE AND REPAIR Contractor (Annual) PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS:**

Service Provider will supply experienced and certified elevator maintenance and inspection on a variety of make and model elevators for a stipulated (per service) price; provide elevator repair labor at an hourly rate; and supply parts with appropriate mark up on materials, if any.

Emergency services will be required with a response time of not more than sixty (60) minutes after notification by Customers' Representative. Specific services that may be required, but are not necessarily limited to, include the following;

1. Examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following: pumps, valves, motors, controllers, and parts thereof to include; bearings, windings, coils, rotating elements, contacts and relays, resistors and contractors, packing, drive belts, strainers and mufflers, and above ground piping.
2. Lubricate guide rails except where roller guides are used.
3. Replace guide shoe gibs or rollers when conditions warrant.
4. Repair or replace control cables when conditions warrant.
5. Re-lamp signals as required.
6. Examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following safety devices: interlocks and door closers, buffers, limit, landing and slowdown switches, door protective devices, and alarm bells.
7. Conduct pressure relief valve tests as required by American National Standards Institute/American Society of Mechanical Engineers (ANSI/ASME A17.1, "Safety Code for Elevators and Escalators."
8. Examine, lubricate, adjust, and when conditions warrant, repair or replace the following accessory equipment: car and corridor operating stations, car and corridor hangers and tracks, door operating devices, door gibs and car fan.
9. Clean elevator hatch equipment, including rails, inductors, hatch door hangers, tracks and related devices, switches, buffers, and car tops.

**1. Definitions:**

- A. The term elevator, as used in these documents, includes all components required to constitute a complete and usable elevator device, but excluding smoke and fire sensors not specifically a part of the elevator controls, main lines, power switches, breakers and feeders to controller and structural components of the building in which the elevator is installed.

- B. The term "maintenance" as used in these documents, refers to a scheduled, cyclical, system of inspection, adjustment, lubrication, and cleaning required to sustain the usability and reliability of the component elevator system.
- C. The term "repair" as used in these documents, refers to restoration , or replacement of a failed or worn out part or component.

**2. Manufacture (make) and Location of elevators:**

- A. Elevators to be included in these services are identified as:
  - 1. Three (3) Dover elevators; two (2) Westinghouse elevators, one (1) Montgomery elevator; and four (4) Schindler elevators, for a total of ten (10) elevators located in various buildings within the city limits of Fort Collins, Colorado.
  - 2. Specific building address for each elevator is identified in the Bid Schedule.

**3. Service Provider to:**

- A. Provide experienced and certified maintenance and repair, on all elevators specified, as set out in specific work orders.
- B. Carry insurance levels as indicated in attached Service Agreement.
- C. Clean up the job site at the end of each service or repair.
- D. Obtain any needed permits for maintenance or repair work.
- E. Provide proof of personnel qualifications, to include, but not limited to: copies of licenses, school certificates, and three business letters of reference including contact person and telephone numbers.
- F. Provide evidence of having adequate and sufficient equipment to perform quality services.
- G. Maintain a local telephone number, or 800 number, and must be able to be contacted by telephone twenty-four hours each day; and by FAX transmission during prescribed business hours.
- H. Conduct evaluations of equipment performance, including car speed, door operation, riding quality, car leveling, and overall system operation. These evaluations will be conducted during a regularly scheduled maintenance visit with the results of the evaluations documented and reported to the appropriate City Representative.

**4. Bidder Qualification:**

- A. Must have five (5) years experience in maintenance and repair of elevator equipment under the current name of the bidders' firm.
- B. Must have adequate staff, equipment, tools, and service vehicles to be able to comply with the contract provisions. (**Special note: Schindler Special Test Equipment**) In order to work on Schindler elevators, the Contractor will need a "Schindler "service tool. This device plugs into the elevator controller and allows the service man to adjust door

open/close speeds, adjust self timers, program elevator commands, run test commands to different components, and check other operational parameters. In the event power is lost and the back-up battery fails, this tool is required to reprogram the elevator. Contractor must show proof of ownership of this tool and demonstrate familiarity with its use. Contractor must use this tool on Schindler elevators when appropriate.

- C. Provide the names of three (3) references that can verify consistent experience in elevator maintenance and repair, for each make of elevator referenced in this document, for a period of at least two (2) years.
- D. Must designate one primary technician to be assigned to this project. One additional person will be assigned as back-up in the event of non-availability of the primary technician. Names and qualifications of the specified primary and back-up technicians must be submitted as part of the bid.

**5. Scheduled Maintenance Service:**

- A. Scheduled maintenance service for each elevator shall be provided every odd numbered month. (Six times per year)

**6. Emergency Services:**

- A. Emergency repair services will be made available to the facility within sixty (60) minutes after notification by the appropriate City Representative.
- B. Emergency repair services to the equipment will be charged at the hourly rates set forth in the Bid Schedule.

**7. Work Order and Invoicing Procedure:**

- A. A signed work order is the Contractors' notice to proceed. The Contractor will perform no work without a duly executed work order except in an emergency situation. (emergencies are determined by the appropriate City Representative)
- B. The City Representative will issue a work order for all maintenance services annually, or separately, for each maintenance service, at his discretion.
- C. The City Representative will issue a work order for repair work on an individual occurrence basis. The City Representative may issue a field directive verbally for emergency work only. Such a field directive will be followed up with an appropriate work order at the earliest convenient time within the following seven (7) day period.
- D. Job estimates for repair must be submitted on a unit price basis consistent with the prices established in the Methods of Award/Bid Schedule Section.
- E. Contractor will invoice for all repair jobs completed on a unit price basis consistent with the prices established in the Methods of Award/Bid Schedule Section. Material invoices, if any, including appropriate markup, must be included with contractor invoices.
- F. Invoices shall include the following information when appropriate to the service rendered:
  - 1. Name of City Representative requesting service

2. Facility name and address
3. Make, model, serial number of equipment
4. Reported problem, if any
5. Description of performance
6. Diagnosis of trouble, if any
7. Probable cause of malfunction, if any
8. Corrective action necessary
9. Listing of materials used (if any) including:
  - a. price of each item
  - b. make, model, serial number (if applicable ) of item(s) replaced
  - c. indicate if part is under warranty
  - d. warranty expiration date
10. Hourly rate for repair and number of hours worked; or stipulated service rate for maintenance and inspection. (per agreement)
11. Arrival time at Facility
12. Departure time from Facility
13. Serviceman (Technicians') signature
14. **Emergency Services only**
  - a. - date and time call was dispatched
  - b. - regular hours
  - b. - overtime hours

**6. Records and Reports:**

- A. The Contractor shall inventory all equipment applicable to each building elevator and keep a notebook, available to Customer with records pertaining to the maintenance and repair of each elevator.
- B. Report of Maintenance Inspection Service: Contractor will provide Customer with a written summary of actions taken, deficiencies noted, and recommended corrective action as a result of the maintenance inspections. The report shall be in adequate detail to enable the Customer to determine the condition of the equipment and whether or not additional servicing of the equipment may be required. Upon review of the report, by the appropriate City Representative, the Contractor shall immediately make himself available to discuss the findings and recommendations.

**7. Materials and Supplies:**

- A. The Contractor shall furnish, at no additional cost to the Customer, all oil, grease, tools, and any other materials and supplies needed for maintenance services.

**8. Replacement Parts:**

- A. All replacement parts shall be equal to or better than factory replacement components.

**9. Repairs, or Additional Work Needed That Is Observed During Maintenance Service:**

- A. During maintenance service, any problem observed, needing repairs, should be reported immediately to the City Representative. The City Representative will advise the Contractor whether to make the repairs at that time.

- B. At no time shall the Contractor do additional work above and beyond the inspection and maintenance service without the approval of the City Representative.
- C. The City Representative will need a cost estimate before approving additional work.

**10. Method of Award:**

- A. Award will be based upon the total of:
  - 1. Cost for one inspection/maintenance for each different elevator manufacturer
  - 2. Cost of 4 hours labor at regular Mechanics' rate for repair
  - 3. Cost of 2 hours labor at overtime Mechanics' rate for repair
  - 4. Cost of materials, as specified on bid schedule, plus markup.





**Bid Schedule, Page 2:**

**Method of Award**

Award will be based on the cost of services rendered as set forth in the following sample invoice. Pricing must come from the Bid Schedule, page 6. The sample invoice contains a combination of the following:

- One maintenance service cost for each different elevator manufacturer
- Four (4) hours of regular time for a mechanic
- Two (2) hours of overtime for a mechanic
- Materials cost for two different jobs, one under \$500 and one over \$500.

**Sample Invoice**

1. One inspection/maintenance service call for

Dover Elevator	\$ _____
Westinghouse Elevator	\$ _____
Montgomery Elevator	\$ _____
Shindler Elevator	\$ _____

Sub-Total, elevator services: \$ \_\_\_\_\_

2. Mechanics' regular rate: \$ \_\_\_\_\_ X 4 hours = \$ \_\_\_\_\_

3. Mechanics' overtime rate: \$ \_\_\_\_\_ X 2 hours = \$ \_\_\_\_\_

4. \$165.00 materials X Service Provider mark-up \_\_\_\_\_ % = \$ \_\_\_\_\_

5. \$600.00 materials X Service Provider mark-up \_\_\_\_\_ % = \$ \_\_\_\_\_

INVOICE GRAND TOTAL (total of 1 through 5) \$ \_\_\_\_\_

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Sample**

**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 Millar Elevator, Inc., 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 one (1) page, 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 \$50,000. 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.** This Agreement shall commence July 1, 2003, and shall continue in full force and effect until June 30, 2004, 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 four (4) 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 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

City of Fort Collins, Steve Seefield  
P.O. Box 580  
Ft. Collins, CO 80522

Service Provider

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the 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, attached hereto as Exhibit "B", consisting of two (2) pages, 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. 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.

10. 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.

11. 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.

12. 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.

13. 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 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.

14. 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.

15. 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.

16. 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.

17. 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 "C", consisting of one (1) page, attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, 215 N Mason, 2<sup>nd</sup> Floor, Fort Collins, Colorado 80524, one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the city.

18. 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.

19. 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.

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: \_\_\_\_\_

(Service Provider)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(Corporate president or vice president)

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

ATTEST: \_\_\_\_\_ (Corporate Seal)

\_\_\_\_\_  
Corporate Secretary

EXHIBIT "A"  
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: (time and reimbursable direct costs):

\_\_\_\_\_  
Project Description:

\_\_\_\_\_  
Scope of Services:

\_\_\_\_\_  
Acceptance

\_\_\_\_\_  
User

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.

Service Provider  
By: \_\_\_\_\_

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

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

City of Fort Collins  
By: \_\_\_\_\_

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

## EXHIBIT C

### 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.