

ADDENDUM No. 1

SPECIFICATIONS AND CONTRACT DOCUMENTS

Description of Bid: 5936 Cottonwood Tree Pruning & Removal

OPENING DATE: 3:00 P.M. (Our Clock) September 12, 2005

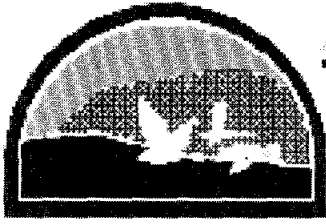
To all prospective bidders under the specifications and contract documents described above, the following changes are hereby made.

CHANGE: Bid Opening Date: 3:00 P.M. (Our Clock) September 12, 2005

Please include the ISA Arborist Certification Number on the bid schedule.

If you have any questions contact John Stephen, CPPO, CPPB, Senior Buyer, at 970-221-6777.

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



City of Fort Collins

Administrative Services
Purchasing Division

**CITY OF FORT COLLINS
INVITATION TO BID**

BID #5936

COTTONWOOD TREE PRUNING & REMOVAL

BID OPENING: 3:00 p.m. (our clock) September 8, 2005

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), September 8, 2005.

A pre-bid meeting will be held September 1, 2005 at 10:00 am, at the Parks Maintenance Shop, 413 S Bryan, Ft Collins, CO.

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

Questions regarding bid submittal or process should be directed to John Stephen, CPPO, CPPB, Senior Buyer at (970) 221-6775.

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 Bids may be withdrawn up to the date and hour set for closing.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

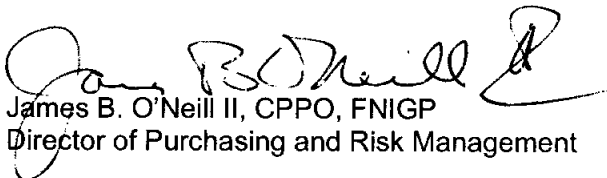
Freight terms: unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.

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
COTTONWOOD TREE PRUNING & REMOVAL
BID #5936
BID OPENING: September 8, 2005, 3:00 p.m. (our clock)

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

The City of Fort Collins is requesting bids for removal of two hazardous cottonwood trees and performance of safety prunes on 14 cottonwood trees located in the City Right-of-Way at two locations. The trees to be removed are marked with fluorescent pink paint at the base. Please provide a price to remove each cottonwood that is on the list to prune. The purpose for a removal price is with cottonwood trees of this age and size, we often do not see the all the defects in the crowns and removal may be necessary. If removal is necessary, the time frame for the job will be shifted accordingly. Do not include stump grinding prices.

Contractors will provide a price for providing traffic control. Traffic control must conform and comply with all City, State and Federal rules and regulations. Traffic control plans must be submitted and approved by the City of Fort Collins Traffic Department. Work must be completed by December 15, 2005.

Awarded contractor must enter into the attached service agreement and provide the required insurance (Exhibit B).

A pre-bid meeting will be held September 1, 2005 at 10:00 am, at the Parks Maintenance Shop, 413 S Bryan, Ft Collins, CO.

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

Any purchasing questions or inquiries regarding this bid should be directed to: John Stephen, CPPO, CPPB, Senior Buyer at (970) 221-6775.

Timberline and Willow Springs Way				
Address or Description	Species	Diameter	Cost to Prune	Cost to Remove
1st Cottonwood N of Willow Springs Way on W side of Timberline	Cottonwood	55"		
2nd Cottonwood N of Willow Springs Way on W side of Timberline	Cottonwood	63"	Remove Price Only	
3rd Cottonwood N of Willow Springs Way on W side of Timberline	Cottonwood	45"		
4th Cottonwood N of Willow Springs Way on W side of Timberline	Cottonwood	60"		
5th Cottonwood N of Willow Springs Way on W side of Timberline	Cottonwood	45"		
6th Cottonwood N of Willow Springs Way on W side of Timberline	Cottonwood	65"		
7th Cottonwood N of Willow Springs Way on W side of Timberline	Cottonwood	61"		
8th Cottonwood N of Willow Springs Way on W side of Timberline	Cottonwood	60"		
9th Cottonwood N of Willow Springs Way on W side of Timberline	Cottonwood	67"		
Timberline Bid Totals			\$	\$
TOTAL IN WORDS _____			_____ DOLLARS	

W. Mountain				
Address or Description	Species	Diameter	Cost to Prune	Cost to Remove
811 W Mountain	Cottonwood	59"	\$	\$
TOTAL IN WORDS _____			_____ DOLLARS	

S. Lemay Avenue by Parkwood				
Address or Description	Species	Diameter	Cost to Prune	Cost to Remove
1st Cottonwood N of Heatherwood on E side of Lemay	Cottonwood	60"		
2nd Cottonwood N of Heatherwood on E side of Lemay	Cottonwood	60"	Remove Price Only	
1st large Cottonwood N of Parkwood on E side of Lemay	Cottonwood	64"		
2nd large Cottonwood N of Parkwood on E side of Lemay	Cottonwood	72"		
2000 S. Lemay Avenue (Church) south tree	Cottonwood	69"		
2001 S. Lemay Avenue (Church) north tree	Cottonwood	59"		
Lemay Avenue Bid Totals			\$	\$
TOTAL IN WORDS _____			_____ DOLLARS	

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

SIGNATURE: _____

ADDRESS: _____

PHONE/FAX: _____

EMAIL: _____

NAME(s) & CERTIFICATION NUMBER(s) OF CERTIFIED ARBORIST(s) TO WORK ON THIS PROJECT:

COTTONWOOD TREE PRUNING & REMOVAL BID
South Timberline and Kechter Rd.,
Parkwood Meadows and 811 W. Mountain Avenue
Summer 2005

1. Job Description

Remove two hazardous cottonwood trees and perform safety prunes on 14 cottonwood trees located in the City Right-of-Way at three locations. The first location will have 8 trees to prune and one to remove. The trees are on the west side of S. Timberline Road beginning just north of Willow Springs Drive and proceeding north about a quarter of a mile. The second location is along S. Lemay Avenue starting at Heatherwood and Lemay and proceeding north to the church at 2000 S. Lemay. The second cottonwood north of Heatherwood will be removed; the other five cottonwoods will be pruned. The final location is at 811 W. Mountain Avenue and the cottonwood there will receive a safety prune. The trees to be removed are marked with fluorescent pink paint at the base. Note: you will be asked to provide a price to remove each cottonwood that is on the list to prune. Do not include stump grinding prices. The purpose of this is that with cottonwood trees of this age and size, we often do not see the all the defects in the crowns and removal may be necessary. If removal is necessary, the time frame for the job will be shifted accordingly.

Contractors will provide a price for providing traffic control. Traffic control must conform and comply with all City, State and Federal rules and regulations. Traffic control plans must be submitted and approved by the City of Fort Collins Traffic Department (Syl Mirales).

2. General Information

In order to be eligible to provide a quote for this job, each company must have at least one International Society of Arboriculture (ISA) Certified Arborist on staff. At least one ISA certified arborist must be present at the job sites during all pruning and removal work. Companies that cannot meet these requirements will be disqualified and not considered for this contract.

City Forestry staff will assist all bidders in locating trees on job sites.

The starting date of this job shall be decided by mutual agreement between the Assistant City Forester and the contractors. Job completion must occur on or before December 15, 2005.

A good working relationship between the City and 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 or the City Purchasing Department.

3. Standards Pertaining to Tree Removal

- a. Completely remove tree, leaving the stump as close to the ground as possible. Final stump height shall be inspected and approved by City Forestry staff.
- b. Properly dispose of all logs, limbs, and brush from each removal.
- c. Contact Assistant City Forester to coordinate all work including the start date.

4. Standards Pertaining to Pruning

- a. No tree shall be cut in such a manner that its health or long-term structural integrity will be compromised. Exceptions will be made in an emergency relief situation where an immediate danger to persons or property exists. Any such emergency procedure must be reported promptly to the Assistant City Forestry with plans for completion or follow-up work submitted for approval.
- b. When tree trimming cuts are made to a side limb, such remaining limb must possess a basal thickness of at least 1/3 of the diameter of the pruning wound. Such a cut shall be considered proper only when such remaining limb is vigorous enough to maintain adequate foliage. Adequate foliage is essential so that the tree can produce new woody and callous growth to close the pruning wound within a reasonable period of time.
- c. All final tree pruning cuts shall be made in such a manner as to favor the earliest possible covering of the wound by natural wood and callous growth. Flush cuts below the natural branch collar shall not be made. All final cuts should be made just outside the natural branch collar.
- d. Tree limbs shall be removed in a controlled manner so as to cause no damage to the tree in which you are working, or to persons or property.
- e. All cutting tools used in making a pruning cut shall be kept sharp enough so that the final cut will have a smooth wood surface and secure bark remaining around the entire perimeter of the cut.
- f. Whenever a pruning cut is made while removing limbs too large to hold securely in one hand during the cutting operation, that limb shall be undercut one to two feet beyond the branch juncture. A top cut going clear through the limb should be made a few inches farther out from the undercut. The final cut shall be made along the branch collar in a manner that will prevent tearing of the bark.

5. Safety Prune Specifications

- a. A Safety Prune deals primarily with the general removal of those dead or living branches that pose a threat to public safety and welfare.
- b. Properly remove all dead or weakened branches of a large enough diameter to cause significant damage if they were to fall in an uncontrolled manner. For the purposes of this bid, remove significantly cracked or hollow limbs and dead wood down to and including 3/4" diameter.
- c. Remove all broken branches or any loose branches lodged in the tree.
- d. Remove any live branches which interfere with the tree's structural strength and healthful development which will include, but are 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.
- e. All final cuts shall be made flush to the remaining branch collar or bark ridge on the trunk of the tree. Extremely deep cuts which produce excessively wide wounds or weaken the tree shall not be made.

6. Standards of Workmanship for Tree Removal and Pruning

- a. Cleanup of branches, logs and other debris resulting from tree removals and pruning 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 any tree being removed or pruned after the tree workers leave the work site.
- c. Whenever large tree sections are being cut in a tree which may endanger people or property, such materials shall be secured and lowered safely in a controlled manner. All infrastructures, including turf, landscaped areas, sidewalks, drive-ways, etc... should be inspected by the successful contractor and the Assistant City Forester prior to the start of work. Any damage to infrastructure that may occur due to removal or pruning activities, or from equipment being driven or parked, will be the contractor's responsibility to repair and correct. Irrigation systems are considered a part of the infrastructure.
- 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. An ISA Certified Arborist must be present at all times when removal or pruning work is being carried out. However, clean up operations such as chipping, loading, sweeping and using a blower to clean up debris may be exempted from this requirement.
- e. Winch trucks should not be tied to trees or utility poles in the process of tree removal or otherwise be used for the purpose of securing anchorage or leverage while removing or pruning other trees or portions thereof.

7. 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 so as to cause the least possible interference with or annoyance to adjacent residents or users of the public right-of-way.
- c. Inadequately or improperly trained personnel shall not be utilized for work on or with trees beyond their known capacity or ability to perform properly or safely.

- d. An ISA Certified Arborist shall be present at all times when work is being performed.
- 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 flag persons shall be stationed as necessary for the safety of persons and vehicles.
- i. If traffic control will be sub-contracted, the arborist company performing the work is responsible for contacting and setting a schedule with a traffic control company. If the arborist company will be providing their own traffic control, all rules of the land must be followed and staff with the proper qualifications, certifications and training must be utilized at all times.
- j. Sidewalks must be properly barricaded to protect pedestrians during actual removal operations. Use ground personnel to stop pedestrians as needed.
- k. Qualified street and sidewalk warning devices shall be in position as required at all times while work on this job is being performed. The City will not provide traffic control.
- l. The contractor will be responsible for keeping the work areas safe in terms of allowing pedestrians or bike riders through. Diverting foot and bike traffic is preferred.
- m. 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 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.
- n. It shall be unlawful for any person to engage in the business of planting, cutting, trimming, and pruning, removing, spraying or otherwise treating trees, within the City without first procuring a license therefore from the City.
- o. All motor vehicles and other major equipment or any licensed person used in conducting the licensed business shall be clearly identified with the name of the licensee.

8. Other Requirements

- a. The contractor must have at least three (3) years experience of removing trees larger than 30 inches in diameter, or have successfully completed a job similar to this bid in size and conditions in the past three (3) years.
- b. Cooperate with the Assistant City Forester in all aspects of this work.
- c. All contractors must hold a current Arborist License with the City of Fort Collins.
- d. All contractors' field crew supervisors must be current on their ISA Arborist Certification. At least one person with the ISA Arborist Certification will need to be on-site at all times while removal or pruning work is occurring.
- e. Successful bidder must be able to safely complete the work within 10 working days. Once work begins, it will be expected to continue until completed without interruption. It is up to the contractor to ensure this deadline is met by designating enough equipment and staff to complete the job. Failure to meet the time requirement may result in the cancellation of the contract. The time requirement may be modified under certain conditions as determined by the Assistant City Forester and the contractor.

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. 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 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: _____
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:
 - i. Workers' Compensation insurance with statutory limits as required by Colorado law.
 - ii. 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.