



City of Fort Collins

Administrative Services
Purchasing Division

**CITY OF FORT COLLINS
INVITATION TO BID
BID 5937**

**Fencing at Soapstone Prairie Natural Area
BID OPENING: 3:00 P.M. (our clock) September 27, 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.

A prebid meeting will be held at 10:00 a.m. September 13, 2005 at Terry Bison Restaurant North on I-25 past Wellington.

Bids must be received at the Purchasing Office prior to 3:00 p.m. (our clock), September 27, 2005.

Questions concerning the scope of the bid should be directed to Project Manager, Daylan Figgs (970) 419-2814.

Questions regarding bid submittal or process should be directed to John D. Stephen CPPO, CPPB, Senior Buyer (970) 221-6777.

A copy of the Bid may be obtained as follows:

1. Download the Bid from the Purchasing Webpage, Current Bids page, at: <https://secure2.fcgov.com/bso/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 Bids may be withdrawn up to the date and hour set for closing.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

BID PROPOSAL
BID 5937
FENCING AT SOAPSTONE PRAIRIE NATURAL AREA
BID OPENING: September 27, 2005, 3:00p.m., (our clock)

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR FENCING AT SOAPSTONE PRAIRIE NATURAL AREA PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS AND DRAWINGS:

The City of Fort Collins' is requesting bids for fencing located at the Soapstone Prairie Natural Area located north of Ft Collins. The project includes furnishing and installation of approximately 13200' linear feet of 5 strand barb wire for a complete project. Fencing must be completed within 45 days or as approved by 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 for the Soapstone Prairie Natural Area project should be referred to Daylan Figgs, Project Manager at 970-416-2814.

Purchasing questions should be referred to John Stephen, CPPO, CPPB, Senior Buyer at 970-221-6777.

A pre-bid meeting is scheduled for September 13, 2005 at 10:00 am. Please meet at the Terry Bison Restaurant off of I-25 north of Wellington.

BID SCHEDULE
FENCING AT SOAPSTONE PRAIRIE NATURAL AREA

Contractor to furnish and install approximately 13200 linear feet of 5 strand barb wire fencing per layout drawing and specifications for a complete project.

13200 L.F. @ _____/L.F.= _____

H-BRACE EACH \$ _____

WILDLIFE GATE EACH \$ _____

GRAND TOTAL \$ _____

FIRM NAME _____

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

BY: _____ / _____
Signature Printed

ADDRESS _____

PHONE/FAX # _____

EMAIL: _____

BID PROPOSAL
BID 5937
FENCING AT SOAPSTONE PRAIRIE NATURAL AREA

SCOPE

Project Description

Construct approximately 2.5 miles of 5 strand barbed wire fence along the northern boundary of Soapstone Prairie Natural Area (see map).

Fence design, gate locations, materials, and construction specifications are outlined below.

An additional 2.5 miles of fence is to be constructed along the northern boundary of Soapstone Prairie Natural Area but will be the responsibility of the Soapstone Grazing Association (see map). Please contact Soapstone Grazing Association for bid details of that project. It is preferred that both sections of fence be built at the same time. Soapstone Grazing Association can be contacted at:

Soapstone Grazing Association
Ricky Gallegos, President
15900 N County Road 15
Wellington, CO 80549
(970) 568-7758

Work Hours

Work can occur on site from dawn to dusk. No camping on site is allowed.

Specifications

Specifications for the fence are taken, in part from the Natural Resources Conservation Service Specification Guide for Fence (Code 382). In some cases the specifications for this fence differ from those in the NRCS document. When that occurs, use the specifications contained within the City of Fort Collins bid.

- **Standard Fence:** 5-strand barbed wire fence shall be the minimum. Line posts shall alternate 1 wood to 3 metal. Wire shall be placed on the north side of the post on the western half of the fence; on the south side of the post on the eastern half of the fence. The construction must meet or exceed the minimum design criteria.
- **Wire Spacing:** Bottom wire shall be 10" above ground with middle three wires set at 8" intervals, and top wire set at not less than 42" above ground. Maximum height above ground level shall be 42 inches.
- **Materials:** Fencing materials must be new with a life expectancy of 15 years.
- **Linejacks/Deadman Anchors:** Linejacks or other suitable type of anchoring shall be used if proper depth of post installation is not achievable. In drainage ways or draws, a weight or deadman anchor should be fastened to the fence to maintain the required spacing interval. Additional wires may be needed for these short distances between anchors. Use the anchor or deadman where the bottom of the drainage or draw is more than 20 inches below the bottom wire.

The fencing wire shall be placed on the side of the post opposite the area being protected, except on curves where the fencing shall be placed on the outside of the curve. The binding and ties should be on the same side for security benefit and tampering.

- **Concrete:** All concrete shall have a minimum cement content equivalency of 6 sacks per cubic yard.
- **Barbed Wire:** Barbed wire shall be composed of two strands of 12 ½ gauge (U.S. wire gauge) with 14 gauge barbs (barb spacing of 4-5 inch centers). Foreign made 12 ½ gauge and heavier malleable steel barbed wire (not high tensile) must equal or exceed 950 pounds (lbs.) force break strength. Wire must have minimum Class I galvanization, zinc coating of at least 0.3 ounce of zinc per square foot of wire surface. Refer to federal specifications RR-F-21/1A.
- **Staples:** Use at least 9 gauge galvanized staples, which are at least 1 ½ inches long for softwoods (pine) and 1 inch for hardwoods (Juniper, Cedar, Oak, Mulberry, mesquite, and black locust. Drive staple(s) diagonally and at a slight downward angle which allows staple to open, so wire can have movement. The fencing shall be fastened to steel or concrete posts with either two turns of 14 gauge galvanized wire or the post manufacturer's appropriate wire clip.
- **Line Posts:** Materials must be new with a life expectancy of 15 years. Posts shall have a minimum top diameter of 3 inches and set approximately 18 inches in the ground. Top wire staple shall be a minimum of 8 inches from the top of the post. Spaced not more than 15 feet apart with one stay centered between posts. Total length of post should accommodate all measurements for the specific fence (6 foot post length).

Pressure treated wood (Pine most commonly available) with a minimum top diameter of 3 inches. Wood preservation treatment shall be in accordance with Federal Specifications No. TT-W-571i (.4 retention). Treatment can be accomplished via pressure, hot and cold bath, and cold soak. Cold soaked Lodgepole, Ponderosa pine; Aspen, Cottonwood, and Douglas fir should not be used. Hot and cold bath treated Aspen and Cottonwood should also not be used.

Steel - Standard T, 1 3/8 x 1x3/8 x 1/8 inches or U and Y shaped, 2 x 1 ¼ x 3/32 steel post with anchor plate (1.25 lbs/ft excluding plate). Post shall be a minimum of 6 feet long and set into the ground a minimum of 1.5 feet or to the top of the anchor plate. Steel post 0.085 gauge, similar in quality to "Staple Grappler," shall also be acceptable.

- **H-Brace:** All brace post assemblies shall have a minimum of two (2) posts in line to provide a suitable anchor for the fence. They shall be spaced at a maximum of 80 rods (1320 feet) or at corners and points of abrupt changes. An abrupt change can be a change of 15 degrees or more in vertical topography or where the alignment of the fence varies more than 12 inches from planned fence line between corners or brace posts. Reasonable deviations shall be permitted where rocky ground or steep slopes exist. (See H-Brace Pull Assembly).

All H-Brace assemblies will consist of posts a minimum of 7.5 feet in length and set approximately 3 feet in the ground, spaced 6 feet apart.

Wood - A minimum of 5 inch top diameter (inside of bark) of treated timber or durable wood listed above for upright post. A 6 inch top diameter (inside of bark) can be used for the outside upright post. The horizontal post shall be a minimum of 3.5 inches in diameter or a 4x4 inch timber. A second option is a steel cross post a minimum of 2 inches in diameter (ID). The minimum length shall be 6 feet and shall not exceed 10 feet and mounted 12 inches below the top of the end post or a minimum distance above the ground being 2/3's of top wire height.

- **Corner and End/Gate Post:** Wood - (Pressure treated or durable wood) shall have minimum top diameter of 5 inches, 7.5 feet in length, and be set firmly 3 feet in the ground. Cross post will have a minimum 3.5 inch top diameter.

Brace wire shall be No. 9 gauge galvanized smooth wire or 12 ½ gauge barbed wire. Brace wires will be composed of two complete loops fastened 4 inches below the top of the post and 4 inches above the ground. Allow newly installed braces and assemblies to settle and/or pack dirt sufficiently around all post; do not over-tighten wires.

Wire clips or fasteners must be galvanized and similar to strength of fence wire.

Wire shall be placed on the north side of the posts on the western half of the fence; on the south side of the post on the eastern half of the fence.

- **Gates:** Approximately 15 wildlife crossing gates will be constructed along the north boundary. Each gate will be 6' in length and consist of 4 strands of wire. The bottom wire will be smooth and set a minimum of 15" above ground. The remaining 3 wires will be barbed with the middle two wires set at 9" intervals, and top wire set at not less than 42" above ground. Maximum height above ground level shall be 42 inches. Exact location and number of gates will be determined prior to and during fence construction. The bid should include the cost per wildlife crossing gate.

Cultural, Archaeological, or Historical Artifacts

In the event that historical, prehistorical, archaeological, palentological, or ancillary resources are discovered in the course of the construction process, the project proponent(s) shall refrain from knowingly damaging such resources and shall notify Daylan Figgs, Fort Collins Natural Areas. This includes all artifacts, funerary objects, and historical resources.

a) To knowingly disturb historical, prehistorical, archaeological, palentological or ancillary resources on city-owned land is a misdemeanor; to knowingly disturb human remains on city-owned lands is a misdemeanor.

b) Project proponent(s) should make reasonable efforts to avoid or minimize harm to newly discovered historical, prehistorical, archeological, palentological, or ancillary resources. The landowner or project proponent(s) should notify an identified representative of the Fort Collins City Natural Areas Department as soon as possible after such a discovery. The Fort Collins City Natural Areas Department's designated representative, along with any other designated person(s), project proponent(s), and / or City Departments (e.g. the Museum), shall jointly develop a plan for the evaluation and treatment of the resource.

c) In the event that an adverse effect is anticipated, the City of Fort Collins Natural Areas Department, project proponent(s), and / or City Departments (e.g. the Museum) will make a determination on how to mitigate the effect.

Glossary of Terms:

Ancillary: Samples that are considered organic or inorganic specimens, other than human remains or artifacts, gathered by scientists for the purpose of analysis to provide information on past environments, diets, chronology, or material source areas. Ancillary samples may include, but are not limited to, charcoal, wood, soil, coprolites, and floral or faunal specimens.

Archaeological: means all sites, deposits, structures, or objects which are at least 100 years of age and which provide information pertaining to the historical or prehistorical culture of people.

Artifacts: are portable items made, used, or transported by humans.

Funerary Objects: means objects that as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later.

Historical: means older than 50 years of age and during the period that written records have been used to document events.

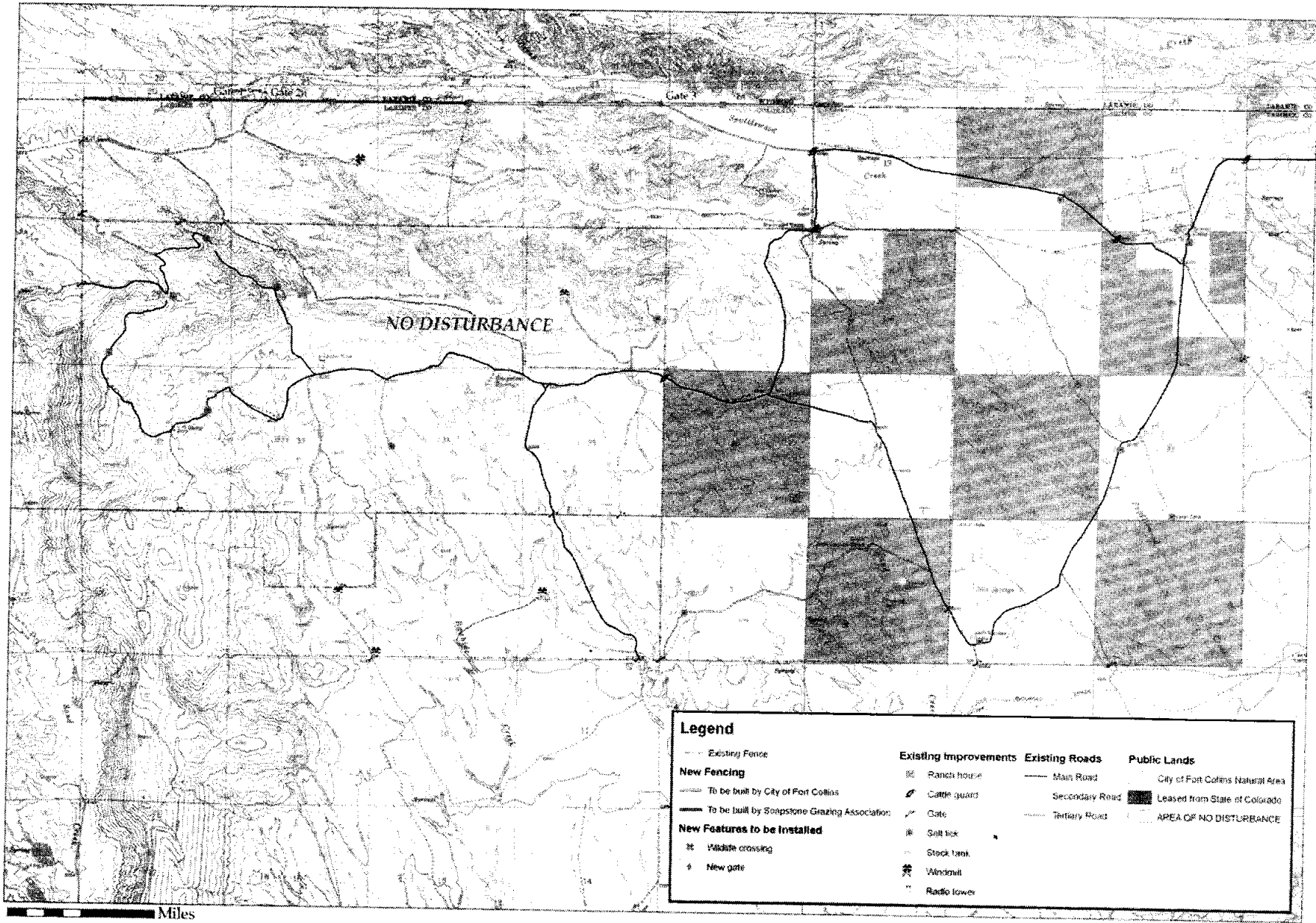
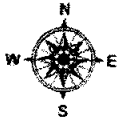
Historical Resources: means all sites, deposits, structures, buildings, or objects which provide information pertaining to the culture of people during the historical period.

Prehistorical: means before the period that written records were used to document events. Prehistorical resources may be archaeological or palentological.

Palentological: means fossils and other remains of prehistoric animals, plants, insects, and other objects of natural history within Colorado that do not show evidence of human association.

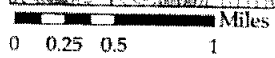


Soapstone Prairie Natural Area



Legend

<ul style="list-style-type: none"> --- Existing Fence New Fencing --- To be built by City of Fort Collins --- To be built by Soapstone Grazing Association New Features to be installed ⊕ Wildlife crossing ⊕ New gate 	<p>Existing Improvements</p> <ul style="list-style-type: none"> ☐ Ranch house ☐ Cattle guard ☐ Gate ☐ Salt lick ☐ Stock tank ☐ Windmill ☐ Radio tower 	<p>Existing Roads</p> <ul style="list-style-type: none"> — Main Road --- Secondary Road --- Tertiary Road 	<p>Public Lands</p> <ul style="list-style-type: none"> ☐ City of Fort Collins Natural Area ☐ Leased from State of Colorado ☐ AREA OF NO DISTURBANCE
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Scale 1:24,000

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:

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.