

**CITY OF FORT COLLINS  
INVITATION TO BID  
BID 5944**

**City Park Pool Slide**

**BID OPENING: November 22, 2005 3:00 P.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.

Questions concerning the scope of the bid should be directed to Project Manager, Ron Kechter (970) 221-6805.

Questions regarding bid submittal or process should be directed to John 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/bs0/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 Bids may be withdrawn up to the date and hour set for closing.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.

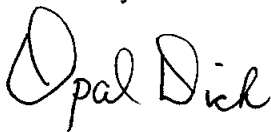
**Freight terms:** unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.


**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 5944**  
**CITY PARK POOL SLIDE**  
**BID OPENING: November 22, 2005, 3:00p.m., (our clock)**

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **CITY PARK POOL SLIDE** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS AND DRAWINGS:

The City of Fort Collins' is requesting bids for supplying and installing one (1) 36 to 42 inch wide open body waterslide flume with an approximately 232 feet center-line length **and** one (1) 32 inch wide Speed Slide with an approximately 78 feet centerline length, both complete with fiberglass starter section and skirted end cap to mask all hardware and starting tower with the height approximately 30 feet that must accommodate both slides.

Project must be completed by April 30, 2006 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 project should be referred to Ron Kechter, Project Manager at 970-221-6805.

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

**BID SCHEDULE**

Supply and install one 36 to 42 inch wide open body waterslide flume and one 32 inch wide speed slide complete with starting tower and installation per scope of work.

LUMP SUM \$ \_\_\_\_\_

FIRM NAME \_\_\_\_\_  
Are you a Corporation, Partnership, DBA, LLC, or PC

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

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

PHONE/FAX # \_\_\_\_\_

EMAIL: \_\_\_\_\_

## Scope of Work City Park Pool Slide

### I. Design Services

#### A. One set of engineered drawings for:

1. Slide path design with X, Y, Z (elevation) coordinates.
2. Flume component details, including interface at slide entry and exit.
3. Flume, tower connection details, and structural support system details.
4. Foundation plan and details as required for flume structural support.
5. Mechanical schematic.
6. Schematic for slide and pool wall interface.

#### B. The required information for submission to regulatory authorities.

C. Shop drawings sealed by a Professional Engineer registered in the State of Colorado.

#### D. Two (2) copies of Operations and Maintenance Manuals.

E. Complete one (1) year unlimited warranty on defects in workmanship and materials.

### II. Equipment Manufacture and Supply for Water Slides

Water Slide A: One (1) 36 to 42 inch wide open body waterslide flume with an approximately 232 feet center-line length, complete with integral riser sections on all curves necessary for safety and to prevent excessive water loss, and a fiberglass starter section and skirted end cap to mask all hardware. Flow rate requirement for Slide A is 800 to 1000 GPM.

Water Slide B: One (1) 32 inch wide Speed Slide with an approximately 78 feet centerline length, complete with fiberglass starter section and skirted end cap to mask all hardware. Flow rate requirement for Slide B is 300 to 500 GPM.

Starting Tower: Tower height approximately 30 feet and needs to accommodate both slides. Hot dipped galvanized steel tower columns, cross-bracing, tension rods, stairway and Stairway supports, stairway sections, hand railing and gate designed for bolt-up installation. Guard railing balustrades and handrails will be galvanized steel. Pre-fabricated stairway sections include stringers, constructed of hot dipped galvanized steel. Stair treads will be minimum 48 inch wide corrosion resistant pans, with vinyl, aluminum or fiberglass decking inserts. Decks and landings will be corrosion resistant pans with vinyl, aluminum or fiberglass decking inserts. Slide Support columns, arms and yokes with all necessary nuts, bolts and washers Systems designed for bolt-up installation. All steel is hot dip galvanized.

Hardware: All fiberglass sections are factory pre-drilled to decrease on site installation time. All necessary joint hardware is stainless steel. Joint sealant is to be polyurethane non-shrink compound. Galvanized anchor bolts shall be included.

Paint Finish: Shop Cleaning and Priming. All steel will be hot dipped galvanized one coat of prime with a factory applied epoxy coating, Tnemec Series 27 Typox at 3.0 to 5.0 mils per coat, two finish coats of Tnemec Series 73 Endura-Shield at 2.0 to 3.0 dry mills per coat or powder coated or equal. Owner/Architect shall select color.

Fiberglass Color: Multiple and/or different slide colors inside and outside should be no extra charge, or explain any exceptions.

Platform Cover: The upper platform and slide entry section will be protected with a cover.

Training: On Site Training by a factory representative, as well as certification.

Safety Signage: One safety rules and one riding instruction sign will be supplied per slide tower.

Freight: Freight to jobsite including loading and unloading containers.

### III. Full Installation Services

Provide a fully experienced and capable job supervisor and all labor, materials and equipment to complete the installation of the slides, supports, steel tower, stairway and railings, as well as cleaning and waxing in accordance with the engineered drawings and principles of good workmanship. Fine tuning, testing and safety certification will be provided at no charge only if the slide is ready for operation during this period. An additional site visit fee may be charged if a return visit is necessary. Installation work for the hydraulic equipment (pump, motor, and controls), and electrical motor connections, and foundations, and grounding wires shall not be included. The location where the waterslide is to be erected is accessible for a 25 ton crane and an 8,000 lb lull.

IV. The City will pay a 10% deposit up front, up to 60% once the slide is delivered to the site and the 30% balance when the slide is installed and working per specification and as approved by the Project Manager.

### V. To Be Provided By the City

A. Any building permits, licenses, taxes, allowances and submissions as required by local authorities, soil reports and surveying.

B. All demolition and repairs to decks, fences and landscaping.

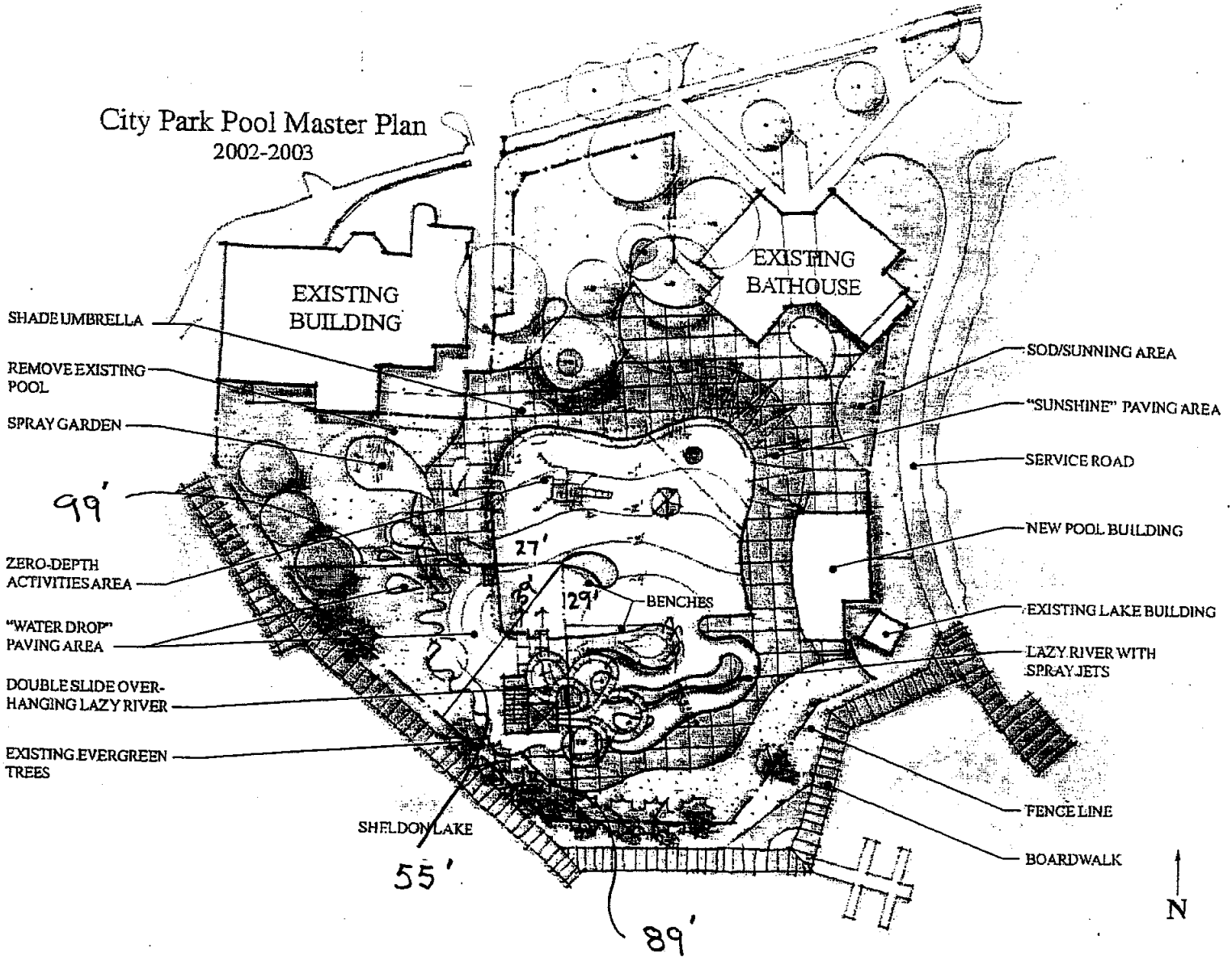
C. Modifications, if any, to the pool.

D. Construction of concrete footings, foundations, columns and flat work, including grouting and grounding wires.

E. Installation and supply of mechanical and electrical equipment, including water slide pump, controls and switches, electrical connections and wiring, and related piping clear to starter tubs, drainage, holding or ballast tanks.

F. Any items not specifically stated above.

City Park Pool Master Plan  
2002-2003



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. 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.

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/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 (\$\_\_\_\_\_).

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 its performance.

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 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: \_\_\_\_\_

ATTEST:

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

(Corporate Seal)

## 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 and 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.