

**CITY OF FORT COLLINS
INVITATION TO BID**

**BID 5948
CONCRETE REQUIREMENTS FOR UTILITIES**

BID OPENING: December 20, 2005, 3:00pm (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, 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), December 20, 2005.

Questions concerning the scope of the bid should be directed to Project Manager Bruce Vogel, 224-6157.

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 Bids may be withdrawn up to the date and hour set for closing.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

09/12/01

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.

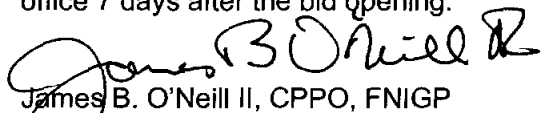
Freight terms: unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.

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

09/12/01

CITY OF FORT COLLINS

BID PROPOSAL

BID #5948

CONCRETE REQUIREMENTS FOR UTILITIES

BID OPENING: December 20, 2005, 3:00 p.m. (our clock)

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **SAND AND WATER MIX, NON-YIELDING BACKFILL, SLURRY CONCRETE AND READY-MIX CONCRETE** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS.

SPECIFICATIONS AND APPROVED VENDORS:

Since 1990 the City of Fort Collins Light and Power Utility required all firms supplying Ready Mix Concrete, Slurry Concrete, Non-Yielding Backfill or Sand and Water Mix to conform to the attached Material Specification #366-501.

An important aspect of the specifications is Section 7.0 Requirements to be an Approved Supplier (prequalification). Due to the extensive test data, certification of the supplier's plant, and references requested, only those Suppliers listed on Appendix A Approved Suppliers Specification 366-501 may bid these requirements. All Approved Suppliers must be located within 5 miles of Fort Collins' urban growth area.

Firms wishing to be approved can submit all required documentation for approval at any time. Light and Power and Purchasing personnel will analyze the documentation and determine the firm's status of approval. The firm will be notified immediately of their status, but will not be placed on the approval list until material requirements are bid again.

The full set of Material Specifications is attached. Section 1.1, Scope, pertains to each material (Non-Yielding Backfill, Ready Mix Concrete, etc.) and firms can bid only on the material they are approved to supply in Appendix A. Bids submitted for unapproved materials will be disqualified.

Delivery Time: Contractor must deliver concrete a minimum of 2 hours after the order is called in. City will give contractor as much time as possible for large deliveries.

Admixtures : Due to the detailed specifications for these materials, there will be no adders bid for admixtures.

Bid Award:

The City may elect to award each material individually or as a total package, whichever is in the best interest of the City. Additionally, each material may be split between two or more Bidders.

Contractor must enter into the attached services agreement and provide the required insurance. This agreement is effective for one year from the date on the service agreement. 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. 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.

ESTIMATED QTY. DESCRIPTION UNIT \$

- 1. 1,800 cu. yds. Sand and Water Mix per the Specifications of Attachment D \$ _____/cy
- 2. 7,000 cu. yds. Non-yielding Backfill per the Specifications of Attachment A \$ _____/cy
- 3. 1,000 cu. yds. Slurry Concrete per the Specifications of Attachment C \$ _____/cy
- 4. 130 cu. yds. Ready-Mix Concrete per the Specifications of Attachment B \$ _____/cy

DELIVERY CHARGES:

Over 5 miles from urban growth area of Fort Collins, non-mountains, ADD \$ _____ per load mile.

Over 5 miles from urban growth area of Fort Collins, in mountains, ADD \$ _____ per load mile.

Minimum load is _____ c.y.; additional charges if less than minimum load is required will be \$ _____ c.y./load.

BIDDER'S STATEMENT:

I certify that my firm has been approved to supply the materials above and further certify that all materials supplied do now and will, for the term of this award, comply with the attached Material Specification #366-501. I understand any deviation from the Specifications can disqualify my bid for that material.

FIRM NAME: _____

ADDRESS _____

PHONE/FAX _____

BY: _____
(Signature) (Printed) (Title)

November 2005

APPENDIX A
Approved Suppliers
Specification 366-501

The following vendors are approved for providing all materials to the City of Fort Collins:

Aggregate Industries
Lafarge
EZ Pour Ready Mix

EXHIBIT A


THE CITY OF FT. COLLINS


Light and Power Department

MATERIAL SPECIFICATION NO: 366-501

TITLE: READY MIX CONCRETE
 SLURRY CONCRETE
 FLOW FILL (a.k.a. Non-Yielding) BACKFILL
 SAND & WATER MIX

PREPARED BY: 
 Doug Martine
 Associate Distribution Engineer

APPROVED BY: 
 Bob Hover
 Planning & Distribution Engineer

APPROVED BY: 
 Allen Boushee
 Systems Engineering Manager

REV. SYM:

| <u>REVISION DESCRIPTION</u> | <u>APPROVED</u> |
|--|-----------------|
| A. Change Flow-Fill backfill specification for 28 day compressive strength from 60 psi min. and 90 psi max. to 60 psi max. (no min.) | 4-10-90 DM |
| B. Add Ft. Collins Ready-Mix to the approved supplier's list (appendix A) for slurry concrete. | 7-16-93 DM |
| C. Add Bestway Concrete to the approved supplier's list (appendix A) for ready-mix concrete, Flow-Fill backfill, and sand and water mix. | 5-30-91 DM |
| D. Add Bestway Concrete to the approved supplier's list (appendix A) for slurry concrete. | 6-25-92 DM |
| E. Remove Bestway Concrete from the approved suppliers list per letter from James O'Neill | 11-14-94 BV |
| F. Correct Zip Code on mailing address of Purchas and Risk Management. | 6-8-95 DM |
| G. Correct phone number of Doug Martine | 6-8-95 DM |
| H. Add EZ Pour Ready Mix to approved supplier's list (Appendix A) | 10-10-05 BV |

LIST OF ACTIVE PAGES

| ORIGINAL PAGES | | ADDED PAGES | | | |
|----------------|-----------------------|-------------|-----------|-----------|-----------|
| SHEET NO. | REV. SYM. | SHEET NO. | REV. SYM. | SHEET NO. | REV. SYM. |
| 2 | A, B, C, D E, F, G | | | | |
| 13 | A | | | | |
| 12 | B, C, D, E | | | | |
| 8 | F, G | | | | |

REV. SYM:

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1.0 SCOPE

This specification sets forth minimum requirements for the making, delivery and off-loading of concrete mixtures and sand & water mix, as described in attachments A through D of this document, for use by the City of Ft. Collins Light and Power utility. Finishing will be by the City.

- 1.1 Specific requirements for design of the item(s) to be bid (_____) are listed in attachment(s) _____ to this document.

2.0 APPLICABLE DOCUMENTS

- 2.1 American Society for Testing and Materials (ASTM) standards, 26th edition, © 1989, or later edition.
- 2.1.1 American Concrete Institute (A.C.I.) standards, © 1989, or later revision.

3.0 GENERAL REQUIREMENTS FOR CONCRETE PRODUCTION & DELIVERY

Production, transportation, and off loading shall be by a company specializing in providing concrete mixtures and services normally associated with concrete production and delivery. Personnel at the batching and mixing plant, as well as the delivery driver shall be qualified and experienced.

3.1 MATERIALS

- 3.1.1 Cement shall be standard brand Portland cement, conforming to ASTM C 150 for Type I-II.
- 3.1.2 Water shall be potable, clean and free from objectionable quantities of silty organic matter, alkali, salts and other impurities.
- 3.1.3 Fine Aggregate shall be clean, hard natural sand conforming to ASTM C 33.
- 3.1.4 Coarse Aggregate shall be hard, durable, clean crushed stone or gravel conforming to ASTM C 33.

- 3.1.5 Air Entraining Agent shall conform to ASTM C 260. The air entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement.
- 3.1.6 Admixture may be added to concrete mixes to control the set, effect water reduction and increase workability. The admixture shall be a water-reducing normal or retarding admixture conforming to ASTM C 494 but shall contain no calcium chloride. The required quantities of cement shall be used in the mix regardless of weather or not any admixture is used. the quantity of admixture used and the method of mixing shall be in accordance with the manufacturer's instructions.
- 3.1.7 Fly Ash shall conform to ASTM C 618 Type C or F.
- 3.1.8 Water, or other adders, added a the job site by the truck driver shall be the responsibility of the providing company, unless directed by Light and Power personnel.
- 3.1.9 The temperature of the material, when off-loaded from the delivery truck shall not exceed 90° F. In cold weather conditions, the temperature of material at the time of mixing shall not be less than that indicated in the following table for corresponding outdoor temperature (in shade) existing at the time of placement.

| <u>Outdoor Temperature</u> | <u>Concrete Temperature</u> |
|----------------------------|-----------------------------|
| Below 30° F. | 70° F |
| Between 30° F. & 45° F | 60° F |
| Above 45° F. | 45° F |

- 3.2 CONCRETE BATCHING AND HANDLING
 - 3.2.1 The ready-mix batch plant equipment and facilities must comply with the requirement of ACI 304 and ASTM C 94.
 - 3.2.2 Concrete shall be measured, mixed, and delivered in accordance with ASTM C 94. All concrete not placed within 1 1/2 hours of initial contact of cement and water shall be rejected.
 - 3.2.3 Where additional water is added to concrete mixes, it shall be mixed thoroughly for 40 revolutions of drum or 3-1/2 minutes at mixing speed, whichever is greater.

3.3.2 Bidder agrees to on site plant inspections without prior notice both prior to bid award and during the period of the contract. Inspections will be during normal working hours.

4.0 DELIVERY

4.1 Material shall be delivered to the job site, at various locations around Ft. Collins, in truck mixers of the revolving drum type. Trucks shall be equipped with a mixing water tank.

4.2 Response time from order, to product delivery to the work site, shall not exceed 2 hours unless agreed otherwise by Light and Power.

4.3 At the City's option, it may be necessary for one delivery truck to be standing by at the work site ready to unload upon completion of delivery from another truck.

4.4 A delivery ticket shall be prepared for each load of material delivered. A copy of each ticket shall be handed to the Light and Power Crew Chief (or his designate) by the truck operator at the time of delivery. Tickets shall show the mix identification, the number of cubic yards delivered, the outdoor temperature in the shade, the time at which the cement was added, and the numerical sequence of the delivery.

5.0 MIX DESIGNS

5.1 Written mix design shall be included with the bid proposal.

5.2 Design mix shall contain all admixtures required by these specifications and proposed by the bidder to be used in the mixture.

5.3 In lieu of designing new mixes for each bid proposal, existing mix designs meeting all requirements specified for each mix and used successfully on previous bids may be used provided the following is submitted with the bid proposal:

- A. Report of mix design and previous test results for that exact mix.
- B. Reports of at least 3 sets of 7 and 28-day compressive strength tests for ready-mix concrete, or 3 sets of 24 hour and 28-day compressive strength tests for Flow-Fill backfill mix made during the last six months.
- C. Reports of compliance tests of fine and coarse aggregates made during the last six months.

6.0 FIELD CONTROL TESTING

- 6.1 Tests, consisting of aggregate gradation tests, slump tests, air content tests, temperature testing, and/or the securing of compression test cylinders, may be made at the discretion of Light and Power. These tests will be performed by an independent testing laboratory selected by the City. The costs for field tests will be borne by Light and Power, unless the tests show failure to meet specifications outlined in this document. In the event of failure, the costs for testing, and all expenses incurred by Light and Power to remove and replace the defective materials, if necessary, shall be borne by the company providing the material.

7.0 REQUIREMENTS TO BE AN APPROVED SUPPLIER

- 7.1 Material purchased under this specification shall be from the suppliers listed in Appendix A. Suppliers not listed may submit written proposals demonstrating compliance with this specification and request addition to the approved suppliers list prior to the next request for bids. In addition to inclusion on Approved Suppliers List, suppliers must satisfy all requirements of this specification to be acceptable.

In order to be added to the Approved Supplier list (appendix A of this document), a prospective bidder must complete the following requirements and submit the information to:

City of Ft. Collins
Purchasing and Risk Management
P.O. Box 580
Ft. Collins, CO 80522

Requests for clarifications or information should be directed to:

Doug Martine
Associate Distribution Engineer
(970) 224-6152

- 7.2 In order to be added to the approved supplier list, the following must be submitted prior to the request for bids:
- 7.2.1 Written mix design.
- 7.2.2 Certification by an independent laboratory of the City's choice. Certification will include a plant inspection to determine bidder's ability to adhere to the requirements of this specification, including conformance to referenced ACI and ASTM standards. Inspection and certification will be at the expense of the City. A written request for inspection and certification may be submitted to the address above.
- 7.2.3 Certified test reports from two sets of compression test cylinders, each from different batches. Reports for ready mix concrete shall include two at 7 days cure, and two at 28 days cure. Reports for Flow-Fill backfill shall include two at 24 hours cure, and two at 28 days cure. Compression test cylinders shall be cast and stored as specified in ASTM C 31. Laboratory cured compression test cylinders for Ready-Mix Concrete shall be at least 15% greater than the minimum specified strength.
- 7.2.4 Certified results of slump tests from each of the two batches. Slump tests shall conform to ASTM C 172.
- 7.2.5 The above tests shall be performed and certified by an independent testing laboratory approved by the City, and be dated no earlier than 24 months prior to bid opening. With written concurrence from the City, test results exceeding 24 months old may be submitted.
- 7.2.6 Sand & Water mix is exempt from qualification test requirements.
- 7.2.7 Test reports shall include at least the following information:
1. Description of Material tested.
 2. Source of Concrete Aggregate and Cement.
 3. Cement Type and Brand.
 4. Manufacturer and Brand Name of Admixtures.
 5. Proportions of Concrete Mixed Per Cubic Yard.
 6. Test Results for each property specified for Design Mix.
 7. Date of batch preparation.
 8. Date of break tests.
 9. City of Ft. Collins Specification Number.
 10. Slump of mix, in inches.
 11. Breakage strength in pounds per square inch.
 12. Signature of a representative of the testing laboratory.
- 7.2.8 The above qualification tests shall be performed at the expense of the company requesting inclusion in the Approved Suppliers List.

7.2.9 Three references other than the City of Ft. Collins, from the previous 12 months' business:

1. Name of Company: _____

Address: _____

Contact Person & Phone No. _____

2. Name of Company: _____

Address: _____

Contact Person & Phone No. _____

3. Name of Company: _____

Address: _____

Contact Person & Phone No. _____

8.0 WITHDRAWAL OF CONTRACTUAL AWARD

Purchase order is contingent on conformance with these specifications and attachments. The City reserves the right at any time to cancel the purchase contract, if in the opinion of the City, the product or delivery does not meet specifications, even if non-conforming material has previously been accepted. At the discretion of the City, a supplier providing non-conforming material may be removed from the Approved Suppliers list for an indefinite re-evaluation period of not less than two years.

9.0 EVALUATION OF PROPOSALS

9.1 In evaluation the proposals, the Purchaser will consider whether the Bidder can perform the contract and provide the services specified within the time specified without delay or interference. In addition, the following and any other factors that determine which proposal best serves the interests of the City will be considered. Failure to comply with the requirements of this specification, including 3 positive references, will result in disqualification of the bid.

9.1.1 Proposal price

9.1.2 Qualification Compression Test reports (for concrete mixtures).

9.1.3 Qualification Slump Test reports (for concrete mixtures).

9.1.4 Written mix design.

REV. SYM:

- 9.1.5 Aggregate compliance report.
- 9.1.6 Certification as outlined in this specification.
- 9.1.7 The character, integrity, reputation, judgment, experience, efficiency, and quality of performance of previous contracts or services.
- 9.1.8 The material bid meets all referenced specifications, without exception (check one):
- YES
 - NO (attach explanation)
- 9.1.9 At the discretion of the City, the bid award may be split between two or more bidders.

January 2002

APPENDIX A
Approved Suppliers
Specification 366-501

The following vendors are approved for providing all materials to the City of Fort Collins:

Aggregate Industries
Lafarge
EZ Pour Ready Mix

ATTACHMENT A
FLOW-FILL BACKFILL

MIX PERFORMANCE

24 HOUR STRENGTH
8 psi Minimum
12 psi Maximum

28 DAY STRENGTH
60 psi Maximum

Maximum aggregate size = 1"

Cement - Type I-II Ideal (ASTM C 150)

SLUMP -- at point of placement
5" Minimum
8" Maximum

MIX PROPORTIONS (per Cubic Yard of Concrete)ABSOLUTE VOLUME

| | | |
|--|--------------|----------------------|
| Cement - 0.45 sacks | 42# | 0.21 Cu. Ft. |
| Water - 39 gallons | 325# | 5.20 Cu. Ft. |
| Air (Entrapped) - 1.5% | | 0.41 Cu. Ft. |
| 1" Aggregate - ASTM C 33, Size No. 57 | 1700# | 10.17 Cu. Ft. |
| Sand - ASTM C 33 | <u>1845#</u> | <u>11.24 Cu. Ft.</u> |
| TOTAL | 3912# | 27.23 Cu. Ft. |

Theoretical Unit Weight - 143.7#/Cu. Ft. @ 1.5% air

Theoretical Yield - 27.23 Cu. Ft. @ 1.5% air

% Sand of Total Aggregate - 52%

NOTE: Aggregate weights are based upon materials being in a saturated surface-dried condition.

ATTACHMENT B

READY-MIX CONCRETE

MIX PERFORMANCE

28 DAY STRENGTH
3000 psi Minimum

Maximum aggregate size - 3/4"

Minimum cement content - 5.5 sacks per cu. yd.
Fly ash may be used at the bidders option as a partial replacement for cement of not more than 15% by weight of Portland cement in the design mix.

Air entrainment to 6%, plus or minus 1%

SLUMP - at point of placement
3" Minimum
4" Maximum

Concrete supplied shall be suitable for finishing.

REV. SYM:

ATTACHMENT C

SLURRY CONCRETE

MIX PERFORMANCE

28 DAY STRENGTH
1000 psi Minimum

Maximum aggregate size = 3/8"

Minimum cement content = 4 sacks per cu. yd.
Fly ash may be used at the bidders option as a partial replacement for cement of ot more than 15% by weight of Portland cement in the design mix.

Air entrainment - None required

SLUMP - at point of placement
7" Minimum
9" Maximum

ATTACHMENT D

SAND AND WATER MIX

MIX PERFORMANCE

Approximately 3200 lbs. of sand with 50 - 55 gal. of water, depending on moisture content of sand.

This mix is expected to flow unassisted, around underground electrical equipment such as vaults, conduits, and streetlight poles.

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.