

REQUEST FOR BIDS

for

2021 STORMWATER DETENTION POND MAINTENANCE SERVICES

In the

CITY OF FORT MORGAN, COLORADO

July 30, 2021

Brent M. Nation, PE
Director of Public Works



PUBLIC WORKS DEPARTMENT
PO BOX 100
FORT MORGAN, COLORADO 80701
(970) 370-6558



INVITATION TO BID
City of Fort Morgan Public Works Department
2021 Stormwater Detention Pond Maintenance Services

The City of Fort Morgan is accepting bids for Stormwater Detention Pond Maintenance Services until 3:00 p.m. (our clock) on August 20, 2021 at City Hall located at 110 Main Street, Fort Morgan, Colorado 80701. If delivered, they are to be sent to 110 Main Street, Fort Morgan, CO 80701. If mailed, the address is PO Box 100, Fort Morgan, CO 80701. If emailed, the address is cfm.bids@cityoffortmorgan.com.

Bids must be received at City Hall prior to 3:00 p.m. (our clock) on August 20, 2021.

Project Summary: The project consists of providing services to mow, remove trees, cleanup trash and debris, and provide landscape maintenance on seven (7) stormwater detention ponds located throughout the City.

Pre-Bid Meeting: A mandatory pre-bid meeting will be held on **Monday, August 9, 2021 at 10:00 a.m.** at the Planning & Zoning Building located at 110 Sherman Street, Fort Morgan. All prospective Bidders must attend this pre-bid meeting in order for the City to accept their Bid.

All questions regarding this bid should go to **Brent M. Nation, Director of Public Works**, in writing and can be e-mailed to brent.nation@cityoffortmorgan.com. The cut-off date and time for questions is **August 16, 2021 at 9:00 a.m.** It is the responsibility of the prospective bidders to contact **Brent Nation** at **(970) 370-6558** to verify receipt of questions. Based upon such inquiry, the City may choose to issue an Addendum.

A copy of the bid and associated documentation may be obtained as follows:

1. The City website at www.cityoffortmorgan.com
2. City Hall located at 110 Main Street, Fort Morgan



INFORMATION TO BIDDERS
City of Fort Morgan Public Works Department
2021 Stormwater Detention Pond Maintenance Services

I. GENERAL INSTRUCTIONS

1. **Authorized Representative.** All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the contractual agreement.
2. **Withdrawal.** Bid(s) may be withdrawn up to the date and time set for closing upon written, faxed or e-mailed notice to the City. Negligence upon part of the bidder in preparing their bid(s) shall not constitute a right to withdraw a bid(s) subsequent to the bid opening. A conditional or unqualified bid may be cause for rejection.
3. **Acceptance of Bid.** Only Bids properly received will be accepted. Each Bid and applicable documentation as requested must be submitted in a sealed envelope, addressed to:

City of Fort Morgan
Bid for 2021 Stormwater Detention Pond Maintenance services
Attention: Brent Nation

And bear the name of the bidder and their address.

- If Bid is to be delivered via private courier, such as **FedEx, UPS, etc.**, they are to be sent to: **110 Main Street, Fort Morgan, CO 80701.**
- If Bid is to be mailed via **USPS**, they are to be sent to: **PO Box 100, Fort Morgan, CO 80701.**
- If Bid is to be emailed, it must be sent to cfm.bids@cityoffortmorgan.com.

II. TERMS AND CONDITIONS

1. The City is seeking a Contractor(s) to provide labor services to maintain landscapes at seven (7) stormwater detention ponds at various locations within City.
2. The City intends to create a roster of qualified Contractors willing to contract with the City of Fort Morgan on an as-needed basis and to establish in advance the unit pricing for compensation of such services.
3. No minimum amount of work is implied or guaranteed under this Invitation.
4. By seeking Bids from Contractors, the City does not represent that it will utilize the Contractor's services or that it will utilized the Contractor's services any guaranteed number of times over the course of the year.
5. Contracts shall commence on the date of award by the City and shall remain in effect until December 31, 2021. The Contract entered into by the City and Contractor, pursuant to this Bid, may be renewed annually by the parties, for a period not to exceed three years, as permitted by TABOR. The Contract shall only be renewed if the bid prices and services remain unchanged.
6. Bid(s) shall be in unit pricing, inclusive of all management, operators, tools, supplies, equipment and labor necessary to ensure timely performance of the required services. Fueling and vehicle servicing will not be provided by the City.



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City of Fort Morgan Public Works Department
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7. The Bidder agrees that by submitting a Bid as set forth in the Bid Form, the Bid price shall remain in effect up and through December 31, 2021.
8. The Contractor will be required to execute the Agreement and provide current Workman's Compensation Insurance verification and proof of liability insurance naming the City of Fort Morgan as an additional insured within ten (10) calendar days of the delivery of the Notice of Acceptance. **THE PRIMARY GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF WORKMEN'S COMPENSATION INSURANCE REGARDLESS OF THE BID PRICE FOR ALL SUBCONTRACTORS.**
9. The Notice of Acceptance shall be accompanied by the necessary Agreement. Should the Contractor fail to execute the Agreement, the City reserves the right to exercise its option to consider the Contractor in default, in which case the City will not consider the Contractor for any as-needed services pursuant to this Invitation.
10. The City shall retain the right to terminate the Agreement, should the Contractor fail to meet and maintain the terms described herein, or fail to provide services that meet the standards set in the industry within the demands and time constraints established by the City for a project.
11. The Contractor shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.
12. The City reserves the right to inspect all equipment at any time.
13. **Invoicing:** Contractor shall invoice the City within thirty (30) days after the work has been performed. The City shall make payment within thirty (30) days of receipt of invoice.
14. **Independent Contractor:** Contractor must be and remain an independent Contractor with respect to all services performed under this Invitation. Contractor accepts full and exclusive liability for the payment of any and all contributions of taxes for social security, worker's compensation insurance, Medicare, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any state or federal law, salaries or other remuneration paid to persons hired, including deposits of income tax withholding amount due, and it agrees to indemnify and save harmless the City from any claims for contributions, taxes or liability thereof.

Contractor's employees shall not be deemed employees of the City for any purpose and shall at all times be recognized as the Contractor's employees and work under Contractor's control and supervision. The Contractor's employees shall not acquire any rights or benefits provided for employees of City of Fort Morgan. However, the Contractor's supervisors shall, in the performance of services herein requested, comply with the written or verbal instructions received from the Contract Manager. Supervisors shall then be directly responsible for transmitting this information to Contractor's employees.

The Contractor and their personnel are required to adhere to all Federal, State and Local laws that apply to the provisions of the services under this Contract, as well as those laws that regulate the general public.

15. **Provisions:** By submitting a Bid Schedule, the Contractor agrees to the following:



INFORMATION TO BIDDERS
City of Fort Morgan Public Works Department
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- a. **Insurance:** Contractor shall carry such public liability and property damage insurance that will protect them and the City of Fort Morgan from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them. Contractor warrants and guarantees that it maintains adequate insurance with minimum limits of \$1,000,000.00, for activities undertaken pursuant to this Invitation and meet the Insurance Certificate Requirements included with this Invitation.
 - b. **Workers' Compensation:** Contractor shall carry Workers' Compensation insurance in amounts sufficient to cover those obligations imposed by the Workers' Compensation Act of Colorado, and any other applicable laws for any employee engaged in the performance of work under this Invitation.
 - c. **Indemnification:** Contractor shall indemnify the City against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's performance or non-performance including but not limited to any injuries or damages received or sustained by any person, persons, or property on account of the performance of the Contractor or their employees should such Contractor perform work for the City pursuant to this Invitation. The Contractor will be responsible for any and all damages that result from work performed, and will hold the City of Fort Morgan harmless in all claims resulting from the execution of the work for the City of Fort Morgan, i.e. utility disruption, spills, personal injury, etc. Contractor will defend at its sole expense all such actions with counsel satisfactory to City and will satisfy any judgment rendered against City in such action.
16. **Law:** All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over services of the Project shall apply to this Invitation throughout.
17. **Choice of Law:** Any action brought to enforce this Invitation shall be brought in the state courts of Colorado with venue in Morgan County.
18. Nothing stated within this Invitation shall be considered a waiver of the City's immunity under the Colorado Governmental Immunity Act.

III. SCOPE OF WORK

The City is seeking a Contractor to provide all personnel, materials, and equipment to mow, remove trees, cleanup trash and debris, and provide landscape maintenance services up to four (4) times a year as necessary on seven (7) stormwater detention ponds located in the City of Fort Morgan. The work will include, but is not limited to, mowing, trimming, edging, debris removal, maintenance services and other related work on all berms and rights of way associated with the property. Stormwater detention pond locations are set forth on the attached maps.

IV. WORK SCHEDULE

1. **Acceptance:** The effective date of the work to be performed will be agreed upon by the City and the Contractor. Should the Contractor decline the work request, the Contractor may be



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considered to be in default of the Agreement; and the City, at its sole discretion, may then elect to terminate the Agreement.

2. **Notice of Acceptance:** The initial Notice of Acceptance (NOA) will be issued in writing by the City. Both parties shall mutually agree on the number of consecutive calendar days allowed to complete the work requested. The Contractor shall perform the work and submit an invoice with the itemized costs of the services. The itemized costs shall reflect the bid prices submitted. Should the work involve improvements that were not included in the bid, the Contractor shall submit a proposal for the work, with pricing to be agreed upon by the parties prior to work being performed. The Contractor shall then perform the work and request inspection by the Contract Administrator to certify that the work has been completed work in accordance with the Contract Documents. The City will process the invoice for payment upon acceptance of the work performed.
3. **Period of Performance:** The Period of Performance under this Contract shall commence upon the effective date of initial NTP. All work to be performed under this Contract shall be completed no later than **December 31 of each year**.
4. **Renewal:** The Contract entered into by the City and Contractor, pursuant to this Bid, may be renewed annually by the parties, for a period not to exceed three years, as permitted by TABOR. The Contract shall only be renewed if the bid prices and services remain unchanged.

V. MATERIALS

The selected Contractor's unit pricing shall be inclusive of all management, operators, tools, supplies, equipment, material, transportation and labor necessary to ensure timely performance of the required services unless otherwise specified in writing by the City to the Contractor prior to the commencement of any and all projects.

(Remainder of page intentionally left blank)



BID FORM

City of Fort Morgan Public Works Department 2021 Stormwater Detention Pond Maintenance Services

The undersigned, having become familiar with the local conditions affecting the cost of the work, construction documents and/or other pre-bid documents, all of which are issued and attached and on file at City Hall, hereby bid and propose to furnish all management, operators, tools, supplies, equipment, material, transportation and service labor necessary to perform and complete in a workmanlike manner all of the work required in connection with the performance of the items listed on the bidding schedule in accordance with the plans and specifications as prepared by the City of Fort Morgan, for the unit prices set forth in the Bid Schedule.

The undersigned has carefully checked the Bid Schedule quantities against the plans and specifications before preparing this proposal and accepts the said quantities as substantially correct, both as to classification and the amounts, and as correctly listing the complete work to be done in accordance with the plans and specifications.

By submission of this Bid, the undersigned certifies, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or any competitor.

The undersigned hereby agrees to commence the Work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within the priority schedule set in the Contract Documents.

BID SCHEDULE

Item	Description	Units	Cost
Detention Pond #1			
1.	One time mowing	LS	
2.	Tree removal	LS	
3.	Trash & debris removal	LS	
Detention Pond #2			
1.	One time mowing	LS	
2.	Tree removal	LS	
3.	Trash & debris removal	LS	
Detention Pond #3			
1.	One time mowing	LS	
2.	Tree removal	LS	
3.	Trash & debris removal	LS	



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Item	Description	Units	Cost
Detention Pond #4			
1.	One time mowing	LS	
2.	Tree removal	LS	
3.	Trash & debris removal	LS	

Detention Pond #5			
1.	One time mowing	LS	
2.	Tree removal	LS	
3.	Trash & debris removal	LS	

Detention Pond #6			
1.	One time mowing	LS	
2.	Tree removal	LS	
3.	Trash & debris removal	LS	

Detention Pond #7			
1.	One time mowing	LS	
2.	Tree removal	LS	
3.	Trash & debris removal	LS	

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being non responsive to the Invitation for Bid. The following numbered Addenda have been received and the bid, as submitted, reflects any changes resulting from those Addenda(s):

<u>Addendum Number</u>	<u>Date of Addendum</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____



BID FORM

City of Fort Morgan Public Works Department 2021 Stormwater Detention Pond Maintenance Services

SIGNED: _____ TITLE: _____

PRINTED NAME _____

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DATE: _____ EMAIL: _____



SERVICE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2021, by and between the City of Fort Morgan (hereinafter called "City"), and _____ Company doing business as (an individual) or (a partnership), or (a corporation) (hereinafter called "Contractor").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the **2021 Stormwater Detention Pond Maintenance Services** if and when such services are requested by the City.
2. The Contract Administrator for the **2021 Stormwater Detention Pond Maintenance Services** will be **Brent Nation, Director of Public Works**. The City may change the Contract Administrator at any time by giving notice to the Contractor in writing.
3. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for completion of the Work pursuant to this Agreement, unless specified otherwise in the Specifications.
4. The Contractor will commence the Work on the date(s) set between the City and the Contractor.
5. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein and provide such services at the unit costs as outlined in the Bid Schedule.
6. The Contractor agrees to complete and submit to the City all necessary or relevant Contract Documents identified and to comply with the terms therein.
7. The Contractor and City agree that failure of either party to insist on strict performance by the other party shall not constitute a waiver of any provision in the Contract Documents, waiver of any other default, or a continuing waiver of the provisions in question.
8. The Contractor hereby agrees that he or she will be able to commence work and to substantially complete the same within the time specified in the Notice to Proceed, subject to such extensions of time as are provided by the General Conditions.
9. The term "Contract Documents" means and includes the following:
 - a. Invitation To Bid
 - b. Information for Bidders
 - c. Bid Form and Bid Schedule
 - d. Certificate of Insurance
 - e. Service Agreement
 - f. Notice of Acceptance
 - g. Specifications
 - h. General Terms & Conditions
 - i. Experience Record
 - j. Addenda
10. Payment. The City certifies that funds have been appropriated and will pay to the Contractor in monthly payments, as invoiced, as is the normal City custom. Final payments will be paid no later than December 31st, 2021.

11. Non-Appropriation. Notwithstanding anything contained in this agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any future fiscal year of the City, commencing in 2021, for payments due under Paragraph 10 of this agreement, the City shall immediately notify Contractor or its assignee in writing of such occurrence and the City's obligations under this agreement shall terminate on the last of day of the fiscal year for which appropriations have been received or made without penalty or expense to the City.
12. Conflict of Interest. The Contractor hereby agrees that he or she has previously disclosed to City anyone among their team, any business entity or individual who is, or who is associated with, or is in any way likely to create a conflict of interest or a perception of conflict of interest and acknowledges that he or she has a continuing obligation to disclose any newly discovered or future conflict of interest.
13. Binding Agreement. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
14. Termination. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the Contract, the City, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and deduct the cost thereof from the payment then or thereafter due to the Contractor.
15. Performance Behavior. Contractor shall employ staff that is courteous, helpful and considerate to provide services under this Contract. Contractor's employees shall not use improper language, or act in any inappropriate or improper manner as determined by the City. Contractor shall reassign any employee after notification by the City that such employee has engaged in unacceptable behavior.
16. Independent Contractor. Contractor must be and remain an independent Contractor with respect to all services performed under the Contract. Contractor accepts full and exclusive liability for the payment of any and all contributions of taxes for social security, worker's compensation insurance, Medicare, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any state or federal law, salaries or other remuneration paid to persons hired, including deposits of income tax withholding amount due, and it agrees to indemnify and save harmless the City from any claims for contributions, taxes or liability thereof.
17. Indemnification. The Contractor shall defend, indemnify and hold harmless the City and its respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work. The Contractor further agrees to hold harmless and indemnify the City for any liability that arises under this agreement or as a result of the actions or omissions of the Contractor's employees.
18. Additional Insured. The Contractor warrants and guarantees that it shall maintain adequate insurance with minimum limits of \$1,000,000.00, for activities undertaken pursuant to this Agreement, and includes the City as an additional insured on the policy.
19. Coordination and Control. All work shall be performed as identified in the specifications of the bid document for Stormwater Maintenance Pond Services in the city of Fort Morgan.



- 20. Changes. The City reserves the right to revise the "Scope of Work" and to make other changes as deemed necessary to best serve the needs of the City. However, no amendment or variation of the terms and conditions of this Contract shall be valid unless the same is in writing, and agreed to and signed by the parties hereto.
- 21. Compliance. If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor shall have 72 hours to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the Contract.
- 22. Satisfaction of Remediation. If the Contract Administrator is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Administrator's complaints. Failure of the Contractor to attend such inspection may result in termination of this Contract.
- 23. Choice of Law and Attorney's Fees. This Contract shall be governed by and construed under the laws of the State of Colorado. Any action brought to enforce this Contract shall be brought in the state courts of Colorado with venue in Morgan County.
- 24. The terms and conditions of this Agreement shall terminate on December 31, 2023, unless the either party provides thirty-day (30) written notice to the other party of intent to terminate this Agreement prior the scheduled termination. The terms and conditions of this agreement may continue from year to year subject to annual appropriations, up and through December 31, 2023, provided that the parties have approved renewal of this Agreement for an additional period.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two copies each of which shall be deemed an original on the date first above written.

City of Fort Morgan:

(Name of Contractor):

Ronald Shaver, Mayor

By: _____

Title: _____



NOTICE OF ACCEPTANCE

To:

Project Description: **2021 Stormwater Detention Pond Maintenance Services**

The CITY has considered the BID submitted by you for the above described Work in response to its Advertisement for Bids dated _____ 2021 and Information to Bidders.

You are hereby notified that your UNIT BID PRICES have been accepted for the items as described in the BID SCHEDULE.

You are required by the Information to Bidders to execute the Service Agreement, and furnish the required Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and furnish said Certificate of Insurance within ten (10) calendar days from the date of this Notice, said City will be entitled to consider all your rights arising out of the CITY's acceptance of your BID as abandoned. The CITY will be entitled to such rights as granted by law.

You are required to return an acknowledged copy of this Notice of Acceptance, along with the necessary Agreement and Certificate of Insurance to the City within ten (10) calendar days after its receipt.

Dated this _____ day of _____, 2021.

City of Fort Morgan: _____
Brent M. Nation
Director of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Acceptance is hereby acknowledged on this _____ day of _____, 2021.

Name: _____; Title _____

Address: _____
