

REQUEST FOR BIDS



To be provided to the

TOWN OF SUPERIOR

PW-2020-4

For 2020-21 Snow Removal and Ice Control Services

July 7, 2020

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1 PART I – REQUEST FOR BIDS

WORK: 2020-21 Snow Removal & Ice Control Services

PROJECT NO: PW-2020-4

SUBMITTAL DATE AND LOCATION:

Date of Request: July 7, 2020

Due Date for Bids: **July 28, 2020 by 2:00 P.M.**

Submit one original of the Bid to:
(submittal by E-Mail is acceptable)

Alex Ariniello
Public Works & Utilities Director
Town of Superior
127 E. Coal Creek Drive
Superior, CO 80027
alex@superiorcolorado.gov

The Town of Superior requests Bids for:

2020-21 Snow Removal and Ice Control Services.

The bidder must provide bids for snow plowing and surface treatment for ice control services throughout the Town of Superior based on designated plow routes and snow accumulation. Additional services may be requested by the Town and will be paid at contract prices. This will be an annual contract to be in effect from October 1, 2020 through September 30, 2021 with options for renewal for three (3) additional consecutive terms. Specific services are described in more detail in Part 3 of this Request for Bids.

Any questions concerning this Request for Bids shall be directed **IN WRITING ONLY** to Alex Ariniello, Public Works & Utilities Director, by E-MAIL: alex@superiorcolorado.gov **Deadline for questions is 4:00 pm, Thursday, July 21, 2020.**

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2 PART 3 - INSTRUCTIONS TO BIDDERS

- 2.1 A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder on the form supplied by the Town to provide the work specified in the Request for Bids for the compensation specified.
- 2.2 Bids shall be clearly marked with the work name, contact person, mailing address, and telephone number of the Bidder.
- 2.3 It shall be the responsibility of the Bidder to ensure that the Bid is in proper form and in the Town's possession by or before the time and date designated in the Request. Bids will not be accepted after the designated time and date. Any Bid received late will be returned to the Bidder unopened, if possible.
- 2.4 If a mistake is made or discovered during or after the Bid review, the Town reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the Town, in its sole reasonable discretion, shall decide whether to accept or reject the Bid. No advantage shall be taken by any party of manifest clerical errors or omissions in any Bid or the Contract Documents. Bidders shall notify the Town immediately of any errors or omissions that are encountered.
- 2.5 Any interlineation, alteration, or erasure shall be initialed by the Bidder. On the Bid, the price of each item shall be stated in numerals and words; in case of conflict, the words shall control. In the case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum shall control.
- 2.6 The Town shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-bid conferences, or interviews.
- 2.7 Any amplification, clarification, explanation, interpretation, or correction of a Bid shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a Request for Bids. The Town is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda.
- 2.8 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or a corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown. Bids submitted by partnerships shall be executed in the partnership name and signed by a partner, and the legal address of the partnership shall be shown. Bids submitted by limited liability companies shall be executed in the company's name and signed by a member, and the legal address of the company shall be shown. Names and titles shall be typed or printed below each signature.
- 2.9 The following information shall be submitted with the Bid:
 - 2.9.1. A complete Bid Schedule and Bid Form for all work as described in the Request for

Bids. The Bidder is expected to review the streets and areas involved prior to submittal of the Bid.

- 2.9.2 A completed Potential Bidder's Qualifications Form with all specific information listed.
- 2.10 The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder: (1) has no questions, complaints, or objections in connection with the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (2) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the Bid; and (3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the Contract Documents, the site and conditions of delivery, the Superior Municipal Code, and other applicable law.
- 2.11 The contract will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Bid Request and these Instructions to Bidders. The Town reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The Town does not base its award on prices alone; also to be considered are: quality of services; past experience with the Bidder or any subcontractors, consultants, products or suppliers; qualifications of the Bidder and/or subcontractors or suppliers; services offered; equipment capability; maintenance considerations; long-range costs; delivery; and similar conditions.
- 2.12. The Town reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the Town that the Bidder has the experience, resources, and commercial reputation necessary to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.
- 2.13. The Town reserves the right, if it deems such action to be in its best interests, to reject any and all Bids or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the Bid. If Bids are rejected, the Town further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids.
- 2.14. No Bid shall include federal excise taxes or state or local sales or use taxes.
- 2.15. In the event of any claim, suit, or demand which may result from any Bid submitted hereunder, or the award of any contract as a result of submission of a Bid, Colorado law shall govern any such claim, suit, or demand and the rights and duties of the parties.
- 2.16. The Bid, including all required documents, shall be submitted using the enclosed forms. The Bid Schedule and Bid Form shall be used for submitting the fees, and the completed forms shall be submitted in a separate sealed envelope or by e-mail.

- 2.17. Copies of the Contract Documents are available at the Superior Town Hall, 124 E. Coal Creek Drive, Superior, CO 80027.
- 2.18 Any Bid received as a result of this request is prepared at the Bidder's expense and becomes Town property and is therefore a public record upon opening by the Town. No Bid may be withdrawn for a period of 60 days after the deadline for Bids.

3 PART 3 - SERVICES DESCRIPTION AND BIDDER'S SCOPE

3.1 Background

Standard snow removal in the Town shall consist of work on approximately 10 centerline miles of Priority Level 1 roadways which are a mix of high volume 2-lane, 4-lane, and 4-lane divided streets all with bike lanes; approximately 7 centerline miles of Priority Level 2 roadways which are 2-lane streets with bike lanes or parking lanes; approximately 9 centerline miles of Priority Level 3 streets that require a single clearing pass; and approximately 11 centerline miles of Priority 4 streets that may require a single pass during major snowstorms. The attached map indicates the location of these streets.

3.2 Scope of Work

Contractor shall perform snow and ice control operations for the streets identified on the attached map per the levels of service listed below. Where any question arises regarding the performance of the listed duties, it shall be the responsibility of Contractor to bring these to the attention of the Town.

Contractor shall be responsible for monitoring weather forecasts and observing road conditions with alerts sent to the Town via e-mail or text message. Contractor shall commence snow or ice control operations when:

- Directly instructed by the Town Manager, Public Works Director, or Boulder County Sheriff's Department; or
- Upon Contractor's own observations and after receiving specific authorization by the Town Manager, Public Works Director, or other designated Town representative; or
- Upon Contractor's own observations and after making two documented unsuccessful attempts to contact Town authorities to commence plowing operations.

The Town must maintain a special environmental awareness and sensitivity in the use of chemicals for snow and ice control. Environmental considerations include controlling runoff, protecting groundwater, protecting vegetation, and minimizing air quality and street safety impacts associated with the use of abrasives. To achieve this goal Contractor shall implement the latest strategies and Best Management Practices. It is the goal of the Town to reduce or eliminate the reliance on sand during snow and ice control operations as it contributes to the amount of small particulate matter in the air.

CDOT Standards for use of liquid de-icers sets a maximum distribution rate of 40 gallons per lane mile. The standard for the application of straight salt or "Ice-Slicer" deicer is a maximum distribution rate of 100 pounds per lane mile. Salt/sand mix at 30% concentration has a distribution rate of 200 pounds per lane mile to a maximum rate of 400 pounds per lane mile.

Contractor shall demonstrate that equipment being provided can meet these rates. Adjustments to these rates under actual usage shall be made dependent on individual storm conditions.

Contractor shall make all efforts to mechanically clear roadways as close to bare pavement to the maximum extent practical prior to the application of any chemicals.

3.3 **Levels of Service**

Priority Level 1 – Arterial and Major Collector Streets

McCaslin Boulevard, 76th Street, Sycamore Street, Rock Creek Parkway, 88th Street, Coalton Road, Indiana Street and Main Street.

These roadways shall be the primary focus of Contractor's work during any storm. These roadways may be pretreated prior to storm events and shall be plowed once snow accumulates to a depth of 2 inches or when icy conditions exist. These roadways shall be cleared curb to curb or to the outside of the paved shoulders in the case of McCaslin Blvd. south of Rock Creek Parkway. Priority Level 1 streets shall be plowed by 2 tandem axle plows operating in echelon formation to maximize the width of the street to be cleared while snow is falling and should be plowed curb to curb, including auxiliary lanes within 12 hours after the completion of the snowfall.

Priority Level 2 – Secondary Collector Streets

Torreys Peak Drive, Rock Creek Circle, Coal Creek Drive, Castle Peak Avenue, Huron Peak Avenue, Eldorado Drive, Pitkin Avenue, Mt. Sopris Way, Yarrow Circle, Superior Drive and Promenade Drive

These roadways shall be the secondary focus of Contractor's work during storms. These routes may also be pretreated prior to storm events and shall be plowed once snow accumulates to a depth of 2 inches as time permits. Operations may begin on these streets concurrently with the Priority Level 1 routes. These routes shall be plowed to open the driving lanes in both directions to the extent allowable dependent on parking and snow conditions.

Priority Level 3 – Neighborhood Collector Streets

See map for specific routes.

These routes shall be cleared to provide a single drivable lane once snow accumulates to a depth of 2 inches or more or at the direction of the Town. Spot treatment for ice control shall be applied at intersections or problem areas only.

Priority Level 4 – Residential Streets

See map for specific routes.

These routes shall be plowed for a single pass upon direction of the Town without application of de-icing material.

Ice Cutting – the Town may request that the contractor provide labor and equipment necessary to remove ice buildup in specific locations throughout the Town. Ice cutting may include the application of de-icing material, heat, mechanical equipment or other means; and removal and hauling of ice to approved sites within the Town. Ice cutting must be done in a manner which will prevent damage to public improvements such as curb, gutter and sidewalks. Contractor shall be held responsible for excessive damage to the improvements.

3.4 **Materials for Ice Control**

The Town has partnered with CDOT to allow the Town's use of CDOT's facility on Marshall Road/SH 170 for stockpiling of salt/sand, Ice-Slicer, and liquid de-icers. The Town shall purchase all materials directly and arrange for delivery to this facility. **Contractor's duties shall include the moving and piling of delivered materials into the storage facility.** Contractor shall be paid hourly for this work.

3.5 **Equipment**

The Town shall not provide any equipment, vehicles, or personnel to complete the work on Priority 1 or 2 streets. It shall be the responsibility of Contractor to provide all items necessary for the completion of the snow removal, and surface treatment application of ice control materials.

Contractor shall stage, at a minimum, the following equipment at the Town's storage yard, located at 2125 Honey Creek Lane in Superior (or at a mutually agreed upon location within the Town), between the dates of October 1 and April 30:

- 1 truck equipped with a 10' hydraulically adjustable plow and sanding box with a 4 CY minimum capacity.
- 3 tandem rear axle dump trucks, each equipped with a 12' minimum, hydraulically adjustable plow and combination sanding box with a 4 CY minimum capacity and a liquid deicer distributor of 1200 gallon minimum capacity.

Contractor shall stage at the CDOT facility located on Marshall Road in Superior between the dates of October 1 and April 30 for the duration of the Agreement:

- 1 rubber tire front end loader with a minimum 1½ CY bucket capable of loading the granular material into the plow trucks; and moving and piling of delivered materials into the CDOT storage facility

All equipment shall:

1. Comply with all CDOT regulations and state vehicle registration laws and regulations;
2. Be clean and in good working order;
3. Be equipped with adequate and operable safety beacons and backup alarms; and

4. Undergo a safety inspection before and after being utilized on a shift.

Snowplow trucks shall be equipped with Town-provided GPS trackers, if desired by the Town. Upon request by the Town, GPS data collection shall include information on plow up or down, material application and any other information requested by the Town. All distribution equipment including distributors, hydraulic systems, and controls shall be less than 10 years old. All equipment for the distribution of granular or liquid ice control materials shall include controls to vary the application rates. Electronically controlled distribution equipment shall be calibrated at the beginning of the season. Distributors without electronic controls shall be calibrated at least bi-monthly. Drivers shall be familiar with the use of these controls and be able adjust the amount of material being spread during operation.

Contractor shall maintain all equipment in a state of constant readiness at contractor's expense. Any equipment failure resulting in reduced service levels shall be reported to the Town immediately. Contractor shall make sufficient plans to provide substitute equipment, at contractor's expense, within 24 hours of determining that one or more pieces of equipment are not able to operate in a safe manner for the purposes of this contract in full compliance with federal, state and local laws and regulations.

3.6 **Annual Requirements**

On or before October 1 of each year, Contractor shall:

- Provide documentation of legal ownership, registration and any applicable inspections performed on any piece of equipment planned to be placed into service as part of this contract.
- Conduct a calibration test of each material spreader to assure that the equipment is set to apply de-icing material in a manner consistent with the standards identified within this document.
- Comply with all applicable local, state and federal regulations. Contractor shall comply with all applicable environmental regulations associated with the storage of chemicals, maintenance of vehicles, maintenance yard, capture of hazardous material spills, etc.

3.7 **Payments**

3.7.1 **Annual equipment and retainer fee:** Contractor shall be paid in seven (7) equal monthly installments starting on or before October 1, 2020. This fee shall cover all of the contractor's costs for providing the equipment identified in Section 3.5 (four snowplows and one loader) in a state of readiness to respond to any snow event from October 1, 2020 to April 30, 2021. These costs include the costs of ownership, registration, insurance, maintenance (including snowplow blades) and any other incidental costs.

3.7.2 **Services Provided in Response to Snow Events:** Contractor shall be paid on an hourly basis for snow removal and ice control services. Hours shall be measured by

Town-provided GIS tracking devices from the time snow removal vehicles leave the contractor's yard to the time vehicles return to the yard. Hourly rates shall include operator salaries, benefits and incidental costs for operators; and fuel costs for vehicles as well as cleaning and washing of vehicles. Payments for the hourly work for snow and ice control shall be made monthly after submittal of required documentation.

- 3.7.3 **Loader Operations:** Contractor shall be paid on an hourly basis for loading granular material into plow trucks; and moving and piling of delivered materials into the CDOT storage facility. Hourly rates shall include operator salaries, benefits and incidental costs for operators; and fuel costs for vehicles as well as cleaning and washing of vehicles. Payments for the hourly work for snow and ice control shall be made monthly after submittal of required documentation
- 3.7.4 **Standby Services:** Contractor shall be paid on an hourly basis for standby services and for any coordination meetings. Hourly rates shall include salaries, benefits and incidental costs for assigned personnel. Payments for the hourly work for standby services shall be made monthly after submittal of required documentation.
- 3.7.5 **Additional Snow Removal Services:** The Town may request additional snowplow vehicles during heavy snowfall events; or for events which fall outside the October 1 to April 30 retainer window. Contractor shall be paid on an hourly basis for such snow removal and ice control services. Hours shall be measured by Town-provided GIS tracking devices from the time snow removal vehicles leave the contractor's yard to the time vehicles return to the yard. For these additional services, hourly rates shall include both equipment related costs (costs of ownership, registration, insurance, fuel, maintenance and any incidental costs) and operator costs (including salaries, benefits and incidental costs for operators). Payments for the additional hourly work for snow and ice control shall be made monthly after submittal of required documentation.
- 3.7.6 **Additional Loader Operations:** The Town may request additional loader services for heavy snow events or for services which fall outside the October 1 to April 30 retainer window. Contractor shall be paid on an hourly basis for these additional loader services. For these additional services, hourly rates shall include both equipment related costs (costs of ownership, registration, insurance, fuel, maintenance and any incidental costs) and operator costs (including salaries, benefits and incidental costs for operators). Payments for the additional loader services shall be made monthly after submittal of required documentation.
- 3.7.7 **Ice Cutting:** The Town may request that the contractor provide labor and equipment necessary to remove ice buildup in specific locations throughout the Town. Ice cutting may include the application of de-icing material, heat, mechanical equipment or other means; and removal and hauling of ice to approved sites within the Town. Contractor shall be paid on an hourly basis for an appropriately sized and equipped ice cutting crew for these services. Hourly rates shall include operator salaries, benefits and incidental costs for operators; and fuel costs for vehicles as well as cleaning and washing of vehicles. Payments for ice cutting services shall be made monthly after submittal of required documentation.

3.8 Contractor Qualifications

No Bid shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the Town for any debt to the Town, is in default under any agreement with or obligation to the Town, as surety or otherwise, or that is deemed irresponsible or unreliable by the Town in the Town's sole discretion. Contractors shall be required to submit satisfactory evidence that they have a minimum of five (5) years of experience as a major contractor providing relevant and satisfactory services to a government or quasi-governmental entity and that they have the necessary financial resources to provide the proposed services called for as described in Part 3 – Services Description and Bidder's Scope.

3.9 Term and Renewal Option

- A. Initial Term. The Initial Term of the Contract shall commence on October 1, 2020 and shall terminate on September 30, 2021, unless renewed as set forth in subsection B below. Contractor shall commence work as set forth in the Scope of Services, and except as may be changed in writing by the Town, the Scope of Services shall be complete and Contractor shall furnish the Town the specified deliverables as provided in the Scope of Services.
- B. Renewal Option. Each year for the three (3) years immediately following the Initial Term of the Contract, the Town shall have the option to renew the Contract by providing written notice of renewal to Contractor no later than thirty (30) days after Contractor provides the Town with an Adjusted Bid Schedule as defined in this subsection below.

On or before September 1 of each successive year after the Initial Term, Contractor shall deliver to the Town a copy of the price breakdown set forth in the Bid Schedule adjusted as follows (the "Adjusted Bid Schedule"):

- (1) The prices set forth in the Bid Schedule for the initial year of this Contract shall constitute the Base Prices.
- (2) The Base Prices may be adjusted in an amount not to exceed the percentage change (up or down) of the Consumer Price Index for All Urban Consumers (CPI-U) in the Denver-Boulder-Greeley area from the most recent non-seasonally adjusted data available for aforementioned index on the Effective Date to the most recent non-seasonally adjusted data available for the index on July 1 of the year in which the Adjusted Bid Schedule is delivered to the Town.

By way of example only: If the most recent data available for the CPI-U for the Denver-Boulder-Greeley area shows an index of 213.9 for June 30th of the previous year and if the most recent data available for June 30th of the current year shows an index of 221.5, the percentage increase is 3.6 percent, and the amounts on the Bid Schedule shall be increased by 3.6 percent. and delivered to the Town by September 1 of that year.

**ATTACHMENT A
BID SCHEDULE AND BID FORM**

In compliance with the Request for Bids, and subject to all conditions thereof, the undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the price set opposite each item, if this Bid is accepted within sixty (60) days of the due date. The undersigned also agrees to make delivery, or render service, within ten (10) days of receipt of the Notice to Proceed. The undersigned certifies that no federal, state, or local tax is included in the quoted prices and that none will be added.

BID SCHEDULE

Item Number	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Annual retainer fee for all vehicles (identified in Section 3.5), equipment, overhead and all incidental costs (see Section 3.7.1) for up to 300 hours of operation per snow removal vehicle.	1	LS		
2	Response to Snow Events: Hourly rate including overhead, transportation and ancillary costs for snowplow operators (see Section 3.7.2).	800	HOURS		
3	Hourly rate including transportation, overhead, and ancillary costs for loader operators (see Section 3.7.3).	240	HOURS		
4	Hourly rate for standby service (see Section 3.7.4).	40	HOURS		
5	Hourly rate for additional snowplow vehicles and operators requested by the Town for heavy snow events or for services outside the Oct 1 to April 30 1 retainer window (see Section 3.7.5).	40	HOURS		
6	Hourly rate for additional loader services and operators requested by the Town for heavy snow events or for services provided outside the Oct 1 to April 30 retainer window (see Section 3.7.6).	40	HOURS		
7	Hourly rate for ice cutting (see Section 3.7.7).	40	HOURS		
Items 1 - 7, Total Annual Contract Amount					

Note, Item 1 will be paid as a lump sum amount in seven monthly installments regardless of snow conditions. Estimated hours for Items 2-7 are based on an average of the last five years of operations. Actual hours paid under this contract for the Items 2-7 may be more or less depending on weather conditions. Attach additional or alternate service proposals using a separate sheet.

ATTACHMENT B
SAMPLE AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, (the "Effective Date"), by and between the Town of Superior, 124 East Coal Creek Drive, Superior, Colorado 80027, a Colorado municipal corporation (the "Town"), and _____, an independent contractor with a principal place of business at _____, Colorado _____ ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials (with the exception of anti-icing and de-icing materials as specified herein) required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in Exhibit A, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND RENEWAL OPTION

A. Initial Term. The Initial Term of this Contract shall commence on October 1, 2020 and shall terminate on September 30, 2021, unless renewed as set forth in subsection B below. Contractor shall commence work as set forth in the Scope of Services, and except as may be changed in writing by the Town, the Scope of Services shall be complete and Contractor shall furnish the Town the specified deliverables as provided in the Scope of Services.

B. Renewal Option. Each year for the three (3) years immediately following the Initial Term of this Contract, the Town shall have the option to renew this Contract by providing written notice of renewal to Contractor no later than thirty (30) days after Contractor provides the Town with an Adjusted Bid Schedule as defined in this subsection below.

On or before September 1 of each successive year after the Initial Term, Contractor shall deliver to the Town a copy of the price breakdown set forth in the Bid Schedule adjusted as follows

(the "Adjusted Bid Schedule"):

- (1) The prices set forth in the Bid Schedule for the initial year of this Contract shall constitute the Base Prices.
- (2) Mileage will not be paid as an extra, and must be included in the bidder's bid. No fuel surcharges will be paid as extras. All fuel costs are to be included in the contract costs. In the event the average retail cost of diesel fuel increases by more than fifty percent (50%) based on the average Town of Superior price on the day of contract execution, the parties agree to negotiate in good faith to make a pro rata adjustment to fees paid to the contractor to help mitigate the increased fuel cost only. This provision may be applied in multiple steps and will only be granted if there is more than one year remaining in the contract with the Town of Superior.
- (3) The Base Prices may be adjusted in an amount not to exceed the percentage change (up or down) of the Consumer Price Index for All Urban Consumers (CPI-U) in the Denver--Boulder-Greeley area from the most recent non-seasonally adjusted data available for aforementioned index on the Effective Date to the most recent non-seasonally adjusted data available for the index on July 1 of the year in which the Adjusted Bid Schedule is delivered to the Town.

By way of example only: If the most recent data available for the CPI-U for the Denver-Boulder-Greeley area shows an index of 213.9 for June 30th of the previous year and if the most recent data available for June 30th of the current year shows an index of 221.5, the percentage increase is 3.6 percent, and the amounts on the Bid Schedule shall be increased by 3.6 percent. and delivered to the Town by September 1 of that year.

C. This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Contractor with 60 days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice of intent to terminate, the Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:

1. Worker's compensation insurance as required by law; and
2. Commercial general liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate naming the Town and the Town's officers, employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the Town at the Town's sole discretion. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that required policies are in full force and effect.

VIII. BOOKS AND RECORDS

Contractor's books and records in connection with this Agreement shall be kept in accordance with nationally recognized and accepted accounting principles and practices, and will be made available for the Town's inspection at all reasonable times at the places where the books and records are normally kept. Contractor shall not be required to retain such books and records for more than 3 years after termination of the Agreement.

IX. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

X. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
2. Enter into a contract with a subcontractor that fails to certify to Contractor

that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall:

a. Notify the subcontractor and the Town within three 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and

b. Terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

XI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the Town, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The Town: Town Manager
Town of Superior
124 East Coal Creek Drive
Superior, CO 80027

Contractor:

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Superior (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- A valid Colorado driver's license or a Colorado identification card;
- A United States military card or a military dependent's identification card;
- A United States Coast Guard Merchant Mariner card;
- A Native American tribal document;
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or
- Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

**ATTACHMENT C
POTENTIAL BIDDER'S QUALIFICATIONS**

The Undersigned certified under oath the truth and correctness of all statements and/or all answers to questions made hereinafter.

Submitted to: **Town of Superior
124 E. Coal Creek Dr.
Superior, CO 80027
alexa@superiorcolorado.gov
303-499-3675**

Submitted by:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

E-Mail: _____

Principal Office: _____

Specific Information Required

To be considered, please submit the following information:

1. Background of your company:
 - a. Size, number of vehicles, types and ages of vehicles in fleet. Please identify specifically the units that will be used in the performance of requested services.
 - b. Years company has been in service.

2. Company experience as it relates to:
 - a. Snow and ice removal on public streets
 - b. Application of sand and other surface treatments on public streets

3. A listing of municipalities, special districts and/or organizations for which your company currently provides services. Include the date service was initiated.

4. Identify the person that will be responsible for oversight of service, along with the qualifications of that person.

5. Provide a list of all support personnel involved in providing service to the Town of Superior

6. Provide a list of five (5) relevant business references that may be contacted by the Town.

ATTACHMENT D SNOW REMOVAL ROUTES

