



Request for Proposals

Downtown Development Authority Properties Snow and Ice Removal

Issue date:
August 28, 2026

Owner:

Fort Collins, Colorado, Downtown Development Authority
19 Old Town Square, Suite 230
Fort Collins, CO 80524

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I. Introduction

The Fort Collins Downtown Development Authority (DDA) owns Old Town Square and maintains the enhanced alleys in Old Town Fort Collins. The DDA seeks qualified Service Providers to remove snow and ice from these properties in accordance with this RFP and the resulting services agreement. **Exhibits A and B** depict the locations of, and provide information on, the service areas.

II. Background & Purpose

Old Town Square is a public, pedestrian-only plaza central to Old Town Fort Collins. Because the Square serves residents and visitors year-round, it must be maintained to a safe and accessible standard throughout the winter season. The enhanced alleyways support downtown business operations, including deliveries, trash collection, and pedestrian access, and must also be cleared of snow and ice throughout the winter season.

III. Scope of Work

1. Purpose and Scope of Work

The Work includes all labor, supervision, equipment, materials, and incidentals necessary to remove snow and ice hazards from Old Town Square and the enhanced alleyways.

- Service shall be initiated when snow accumulation reaches 0.5 inch or more in Old Town Square, pedestrian-only alley areas, and consolidated trash enclosures, or whenever the DDA representative determines that icy conditions are unsafe.
- The principal drivable portions of the enhanced alleys shall be serviced when snow accumulation reaches three (3) inches or more, unless otherwise directed by the DDA representative.
- When feasible, snow and ice removal shall be scheduled outside high-pedestrian and high-traffic periods.
- The Service Provider will be used on an as-needed basis, depending on snowfall. The DDA does not guarantee work hours.

2. Snow Season, Availability, and Communication

- The snow season shall run from October 1 through September 30.
- The Service Provider shall maintain an on-call representative with authority to dispatch personnel and equipment 24 hours per day, seven days per week, throughout the snow season.
- The Service Provider shall provide primary and secondary emergency contact information at the pre-season orientation meeting and shall promptly notify the DDA representative of any changes.
- The DDA representative may communicate service instructions or corrective-work notifications by telephone, text message, or email.

3. Service Standards and Definition of Completion

Completed Work means that all assigned pedestrian routes, entrances, gathering areas, drivable areas, accessible routes, ramps, and other designated surfaces have been cleared and treated in accordance with applicable site-specific work instructions and are safe and reasonably accessible for their intended use.

- Completion includes placing snow only in approved storage locations.

- Snow storage shall not obstruct pedestrian routes, accessible routes, doorways, fire hydrants, drainage facilities, loading areas, traffic visibility, or other areas identified by the DDA representative.
- The following ice melt products shall be used sparingly and only when needed on DDA properties: Landscaper's Choice, Meltsnow.com, Kissner Group, Green-Ice, and Environmelt.
- After each storm, the Service Provider shall review all assigned areas to verify that Work is complete.

4. Required Completion Windows

The Service Provider shall provide sufficient dedicated staffing, supervision, vehicles, and equipment to complete the Work within the following service windows, regardless of weather event type or accumulation depth:

- Weekdays: No later than 10:00 a.m., Monday through Friday.
- Weekends, holidays, and identified special events: No later than 9:00 a.m., or by another deadline communicated by the DDA within 48 hours before snow service commences.
- The Service Provider shall not rely on personnel or equipment assigned to other contracts when doing so could prevent compliance with this Scope of Work.

5. Ongoing Storms and Corrective Service

- During an ongoing or extended-duration storm, the Service Provider shall perform repeated service as necessary to maintain safe access and shall comply with interim priorities or revised completion instructions issued by the DDA representative.
- If reservice is required because of a safety concern, incomplete or missed Work, improper placement of snow storage piles, drifting, freezing, road overflow, or another condition associated with the Service Provider's Work, the Service Provider shall:
 - Acknowledge notification within 30 minutes.
 - Return qualified personnel with the necessary equipment to the affected site within 60 minutes after notification.
 - Immediately and continuously perform corrective Work until the notified condition has been remedied to the satisfaction of the DDA representative.

6. Old Town Square Requirements

- Old Town Square requires a coordinated mix of equipment and hand shoveling to keep the area safe for pedestrians during business hours.
- Old Town Square is not traffic-rated. Trucks and tractors shall not be driven on the Square.
- Rubber blades or brushes shall be used on enhanced pavers.
- For a typical storm under eight (8) inches, the DDA anticipates two pieces of equipment, such as a Ventrac broom or a Walker mower with a rubber blade, and four hand shovelers. An example of manpower and equipment requirements from past snow removal operations has been attached as **Exhibit C**.
- Repeated clearing may be required during longer-duration storms.
- For snow events of eight (8) inches or more, snow and ice shall be removed from the site by dump truck or trailer and hauled to the DDA warehouse at 720 East Vine Drive. The approved storage area is the lot on the east side of the property. Coordination with the DDA representative is required for access.
- See Exhibit A for the areas to be cleared in Old Town Square and approved snow-storage locations.

- A key to the public restrooms in Old Town Square will be provided to the Service Provider at the pre-season orientation meeting.

7. Enhanced Alley Requirements

The enhanced alleys include drivable areas, pedestrian-only areas, and trash enclosures, each with distinct snow and ice removal requirements.

- Pedestrian-only areas and consolidated trash enclosures shall be cleared after every snow event, typically using a combination of equipment and hand shoveling.
- The main drivable portions of the alleys shall be cleared when snow accumulation reaches three (3) inches or more, typically using a truck-mounted plow equipped with a rubber blade.
- The twelve (12) enhanced alleys are: Old Firehouse Alley West; Old Firehouse Alley East/Seckner; Montezuma Fuller Alley; Dalzell Alley; West Mountain Alley; Tenney Alley; West Oak Alley; West Olive Alley; East Myrtle Alley; East Mulberry Alley; Harper Goff Alley; and Chestnut Alley.
- See Exhibit B for maps of all alleys, with pedestrian sections and trash enclosures highlighted in yellow.

8. Staffing, Equipment, and Operator Qualifications

- The DDA requests hourly rates for equipment and operators for snow-removal operations, including, but not limited to, dump trucks, loaders, small tractors, utility vehicles, brooms, ATVs or Walker mowers equipped with plows, skid steers, and trucks with plows.
- Bidders shall enter the unit cost and the number of available units in the Bid Schedule, attached as **Exhibit D**.
- Service Provider operators shall be experienced and, as applicable, properly licensed and qualified to operate the specified equipment.
- All truck drivers shall have a valid CDL license and DOT Medical Card.
- Any Service Provider operating a commercial motor vehicle, as defined in 49 CFR § 382.107, in intrastate or interstate commerce and subject to the commercial driver's license requirements of 49 CFR Part 383 shall be included in an alcohol and controlled-substances testing program.
- All equipment shall comply with applicable DOT, CDL, and other local, state, and federal requirements. Trucks shall be equipped with an effective load-covering tarp.

9. Professional Conduct and Safety

- All Work shall be performed in a professional, safe, courteous, and efficient manner.
- Drivers and operators shall exercise the utmost courtesy to other drivers, the DDA, and the public. Foul language while on the job is prohibited.
- Drivers and operators shall understand that their actions and behavior reflect on the DDA's reputation.
- The DDA reserves the right to approve or remove Service Provider personnel for safety, productivity, public-contact, or conduct concerns and may terminate the services agreement or direct the Service Provider to remove an individual from DDA Work for noncompliance with this provision.

10. Insurance, Equipment, and Property Damage

- The Service Provider shall provide liability insurance for property damage.
- The DDA shall not be responsible for equipment failures, damage to Service Provider equipment, maintenance required on Service Provider equipment, or fuel required for Service Provider equipment.

- Any damage caused by the Service Provider's equipment or personnel is the sole responsibility of the Service Provider. Damaged property shall be repaired at the Service Provider's expense.
- The Service Provider shall indemnify and hold harmless the DDA from damage caused by the Service Provider's staff, equipment, or drivers to any member of the public, private property, DDA property, or any part of the right-of-way.
- The Service Provider shall exercise particular care because snow-removal equipment may operate in close physical proximity to buildings and installations not owned by the DDA. The Service Provider shall notify the DDA of damage done to any property immediately, but no later than 24 hours after the snow event.

11. DDA Oversight and Pre-Season Orientation

- The DDA will hold a mandatory pre-season orientation meeting to provide direction and reinforce DDA expectations.
- The Service Provider shall comply with instructions issued by the DDA representative regarding service priorities, completion deadlines, site access, and corrective Work.

12. Bid Evaluation

- The DDA will evaluate bids based on unit prices, number of available equipment units, past performance, familiarity with the assignment area, and ability to coordinate with DDA personnel.
- Unit prices entered in the Bid Schedule (Exhibit D) will be used for bid analysis and contractor selection.

IV. RFP Schedule

Release of Request for Proposal:	August 28, 2026
Pre-Bid Meeting (Mandatory):	September 8, 2026

Meeting Location and Time:

Location: 19 Old Town Square, Suite 230, Fort Collins, CO 80524
Time: 9:30 a.m.

Final Day for Questions (RFI):	September 11, 2026 (5:00 pm, MST)
Final Addendum Issued	September 14, 2026
Proposals/Bids Due:	September 18, 2026 (5:00 pm, MST)
Interviews:	Week of September 21 - September 25
<i>Notice of recommended award:</i>	<i>By October 2nd, 2026</i>
Staff Recommendation to DDA Board:	October 8, 2026
Notice to Proceed	October 9, 2026

V. Instructions to Bidders

A. Bid Form

1. The DDA requests your firm to submit a bid for the removal of snow and ice from Old Town Square and the enhanced alleys:
2. Bids shall include: Number of available units and hourly rate in the Bid Schedule (Exhibit D).

B. Transmittal Letter

Qualified bidders must submit the following information in addition to the Bid Form. The information listed below is in no specific order of importance or organization.

1. Provide an original, signed cover letter from the firm's owner/president identifying your interest and desire to work on this project.
2. Qualifications of your firm and proposed staff, as well as key subcontractors identified to perform work on this project.
3. A list of similar properties your firm clears snow and ice for. Please provide at least three (3) complete references with full contact information. The DDA will contact one or more of your references as part of the selection process.
4. Discuss your project approach including number of pieces of equipment and number of personnel.
5. Indicate your willingness to enter into an agreement for the services described in this RFP in a form similar to that attached as **Exhibit E**. Describe any substantial revisions to the form agreement that you would propose.
6. The DDA may desire to extend the services agreement for up to four (4) additional one-year terms. Provide feedback to the DDA on what you would propose as a reasonable base annual escalator for any such extended terms (see Section 1 of the attached agreement).

C. Submittal Details

Submittals must be in PDF form and will be received until 5:00 PM M.S.T. on September 18, 2026, identified as follows:

Email to:

Tom Dent

Maintenance and Technology Manager

trdent@fcdda.com

CC:

Derek Getto

Policy and Programs Manager

dgetto@fcdda.com

Email Subject Line:

DDA Properties Snow and Ice Removal

Attached Document File Names Must

Include:

DDA Properties Snow and Ice Removal

All Document Cover Pages Must Include:

DDA Properties Snow and Ice Removal

Attention:

Tom Dent

Maintenance and Technology Manager
Downtown Development Authority

VI. Selection Criteria and Method

Attached to this RFP is the Selection Criteria, labeled as **Exhibit F**, to be used during bid evaluation. The DDA reserves the right to accept or reject any proposal and waive any irregularities or informalities presented in the proposals received.

VII. Terms and Conditions

- Tax Exempt. The DDA is exempt from Colorado sales and use taxes on materials and equipment to be incorporated into the work. Such taxes shall not be included in the bid price.
- Collusive or Sham Bids. Any bid deemed by the DDA, in its sole discretion, to be a collusive or sham bid will be rejected and reported to the authorities as such. An authorized signature on a bid assures that the bid is genuine and is not a collusive or sham bid.
- Colorado Open Records Act. The DDA is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"), which generally permits the public to access most records and documents held by the DDA. Any proposals submitted hereunder may be subject to public disclosure pursuant to CORA. The executed services agreement resulting from this RFP, including all pricing information, will be public information.
- Services Agreement Form and Term. The services agreement will start on October 9, 2026, and continue through September 30, 2027. The DDA may desire to extend the term of the services agreement for up to four (4) additional one-year terms. Extended terms will run from October 1 through September 30 of the following year. The total length of the services agreement, including all extensions, will never be more than five (5) years.

EXHIBIT A

Snow storage

Hand Shovel Only!
Do not drive on these
areas.

Do not pile snow in
fountain or fireplace.

Old Town Square

Snow storage

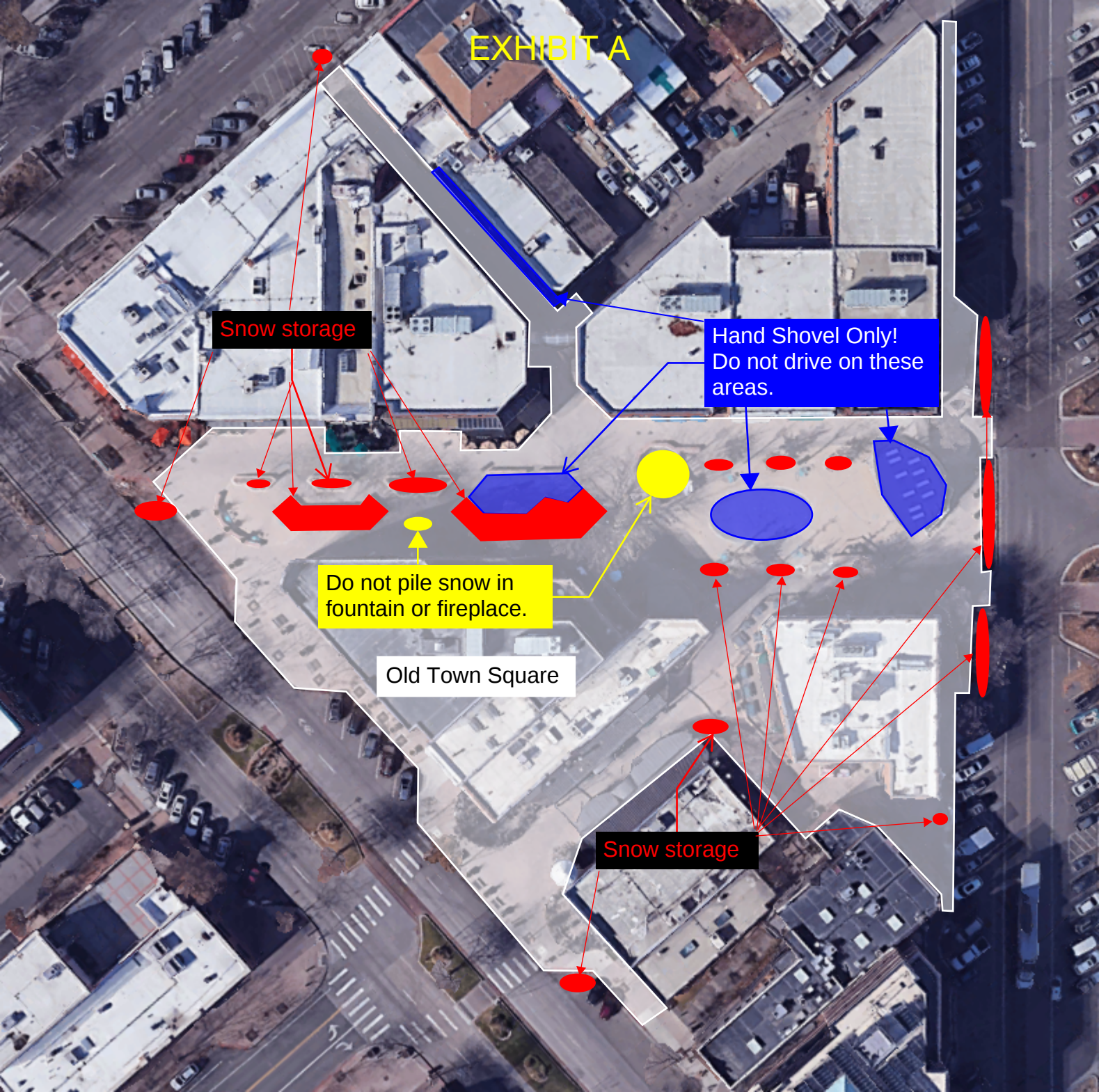


EXHIBIT B

Snow storage

Remove snow on sidewalk crossing alley.

Shovel in front of dumpster enclosure if snow will hamper removal of dumpster. Do not shovel interior in this alley.

Snow storage

Dalzell Alley

Plow if 3 inches of snow

Snow storage

Shovel in front of dumpster enclosure if snow will hamper removal of dumpster. Do not shovel interior in this alley.

Clear one ped path if won't melt same day.

Remove snow on sidewalk crossing alley.

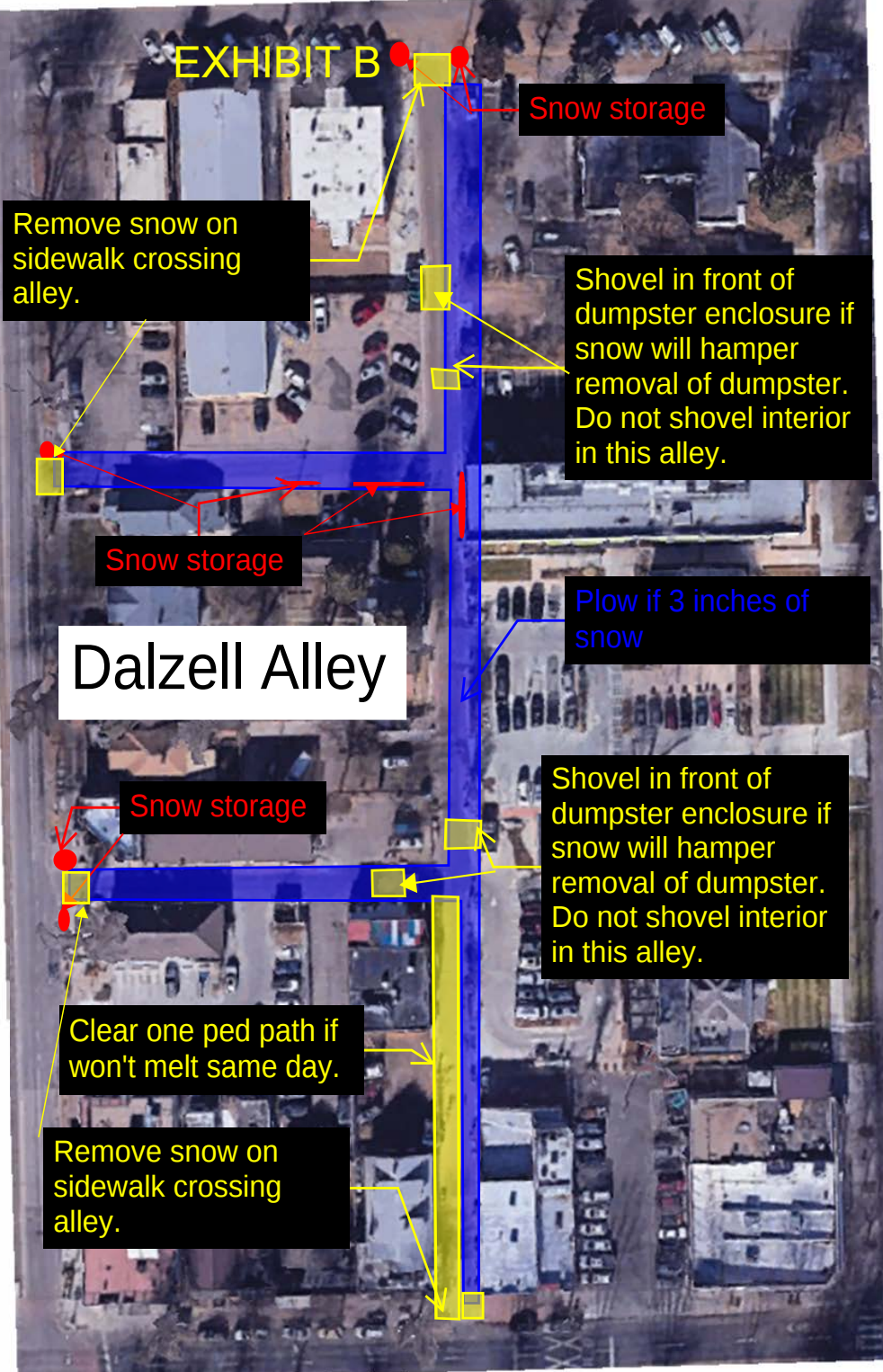


EXHIBIT B

Snow Storage

Remove snow on sidewalk crossing alley.

Tenney Alley

Trash enclosure, clear snow trace or more. Remove snow in alley in front of enclosures as well as inside.

Remove snow on sidewalk crossing alley.

Snow Storage

Plow whole alley for 3 inches of snow or more.

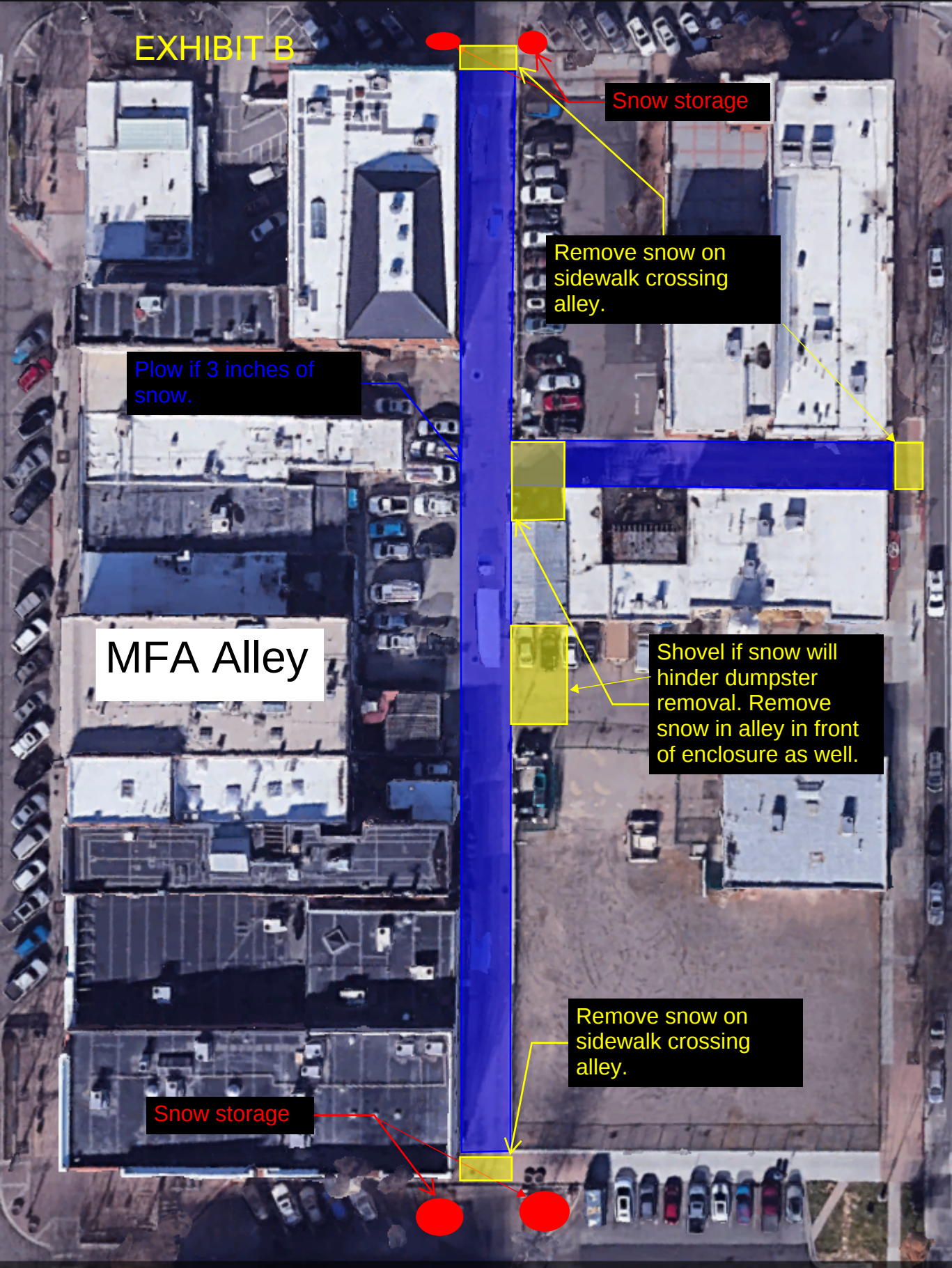
N College Ave

N College Ave

287

N Mason St

EXHIBIT B



Snow storage

Remove snow on sidewalk crossing alley.

Plow if 3 inches of snow.

MFA Alley

Shovel if snow will hinder dumpster removal. Remove snow in alley in front of enclosure as well.

Remove snow on sidewalk crossing alley.

Snow storage

EXHIBIT B

Remove snow on sidewalk crossing alley.

Snow Storage

Temp Snow Storage

Remove snow if it won't melt same day.

Remove snow if it will hinder dumpster removal. Remove snow in alley in front of enclosure as well as inside.

Plow alley when over 3 inches of snow.

OFA East

Remove snow on sidewalk crossing alley.

Remove snow if it won't melt same day.

Snow Storage

Temp Snow Storage

EXHIBIT B

Snow storage

Remove snow on sidewalk crossing alley.

OFA West

Trash Enclosures, remove snow in alley in front as well as inside.

Plow if 3 inches of snow.

Shovel if snow won't melt same day.

Snow storage

Remove snow on sidewalk crossing alley.

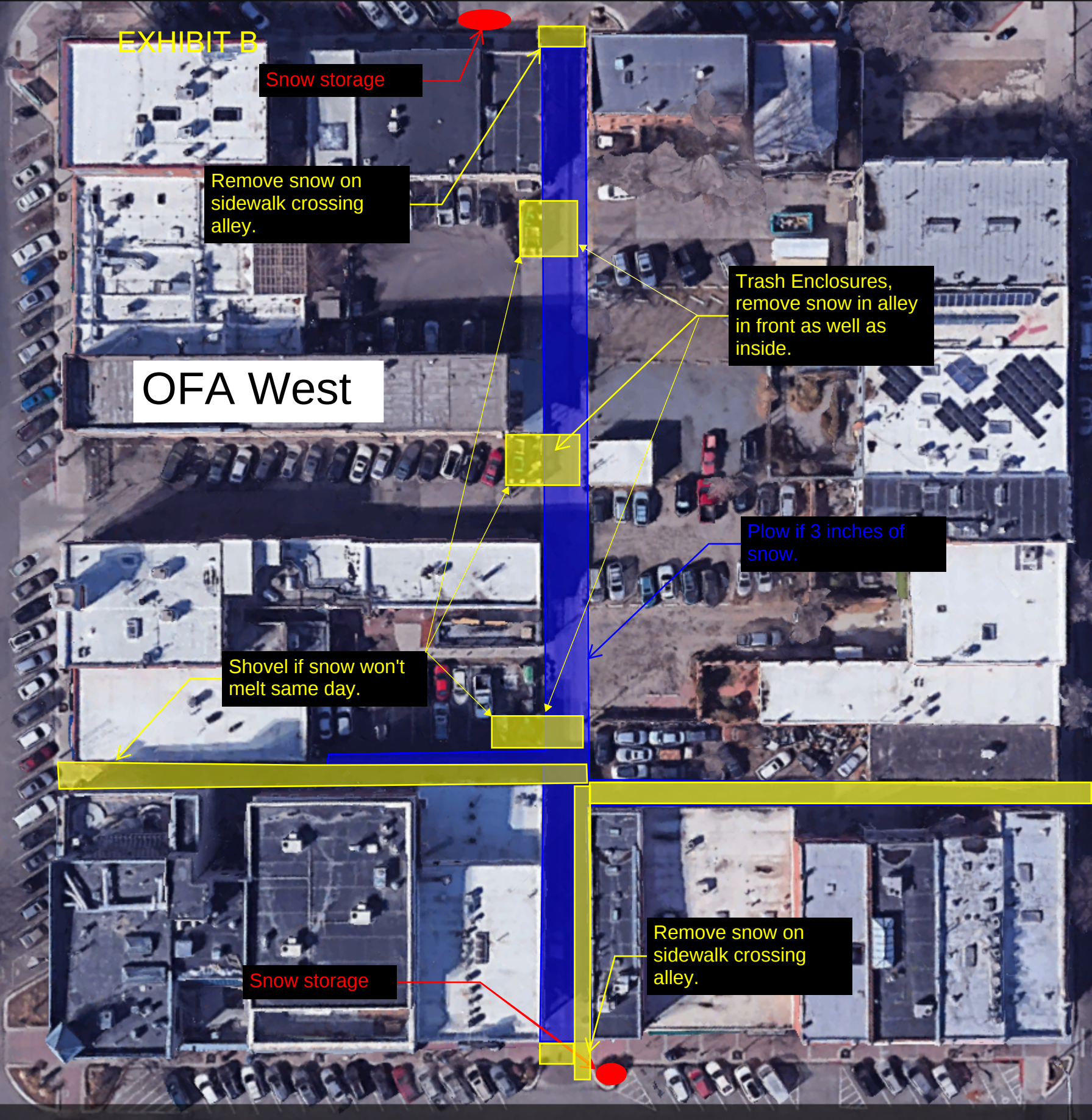
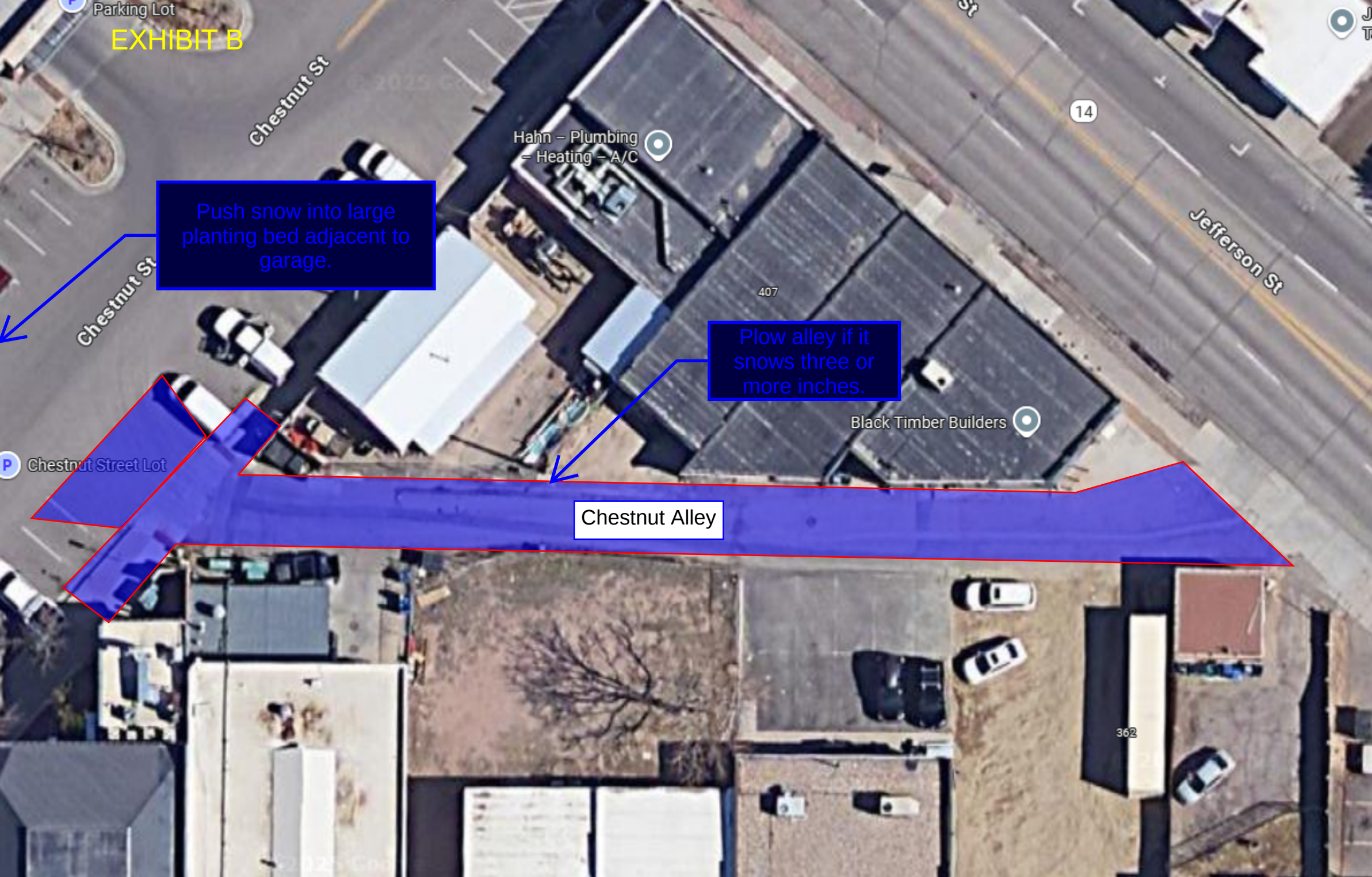


EXHIBIT B

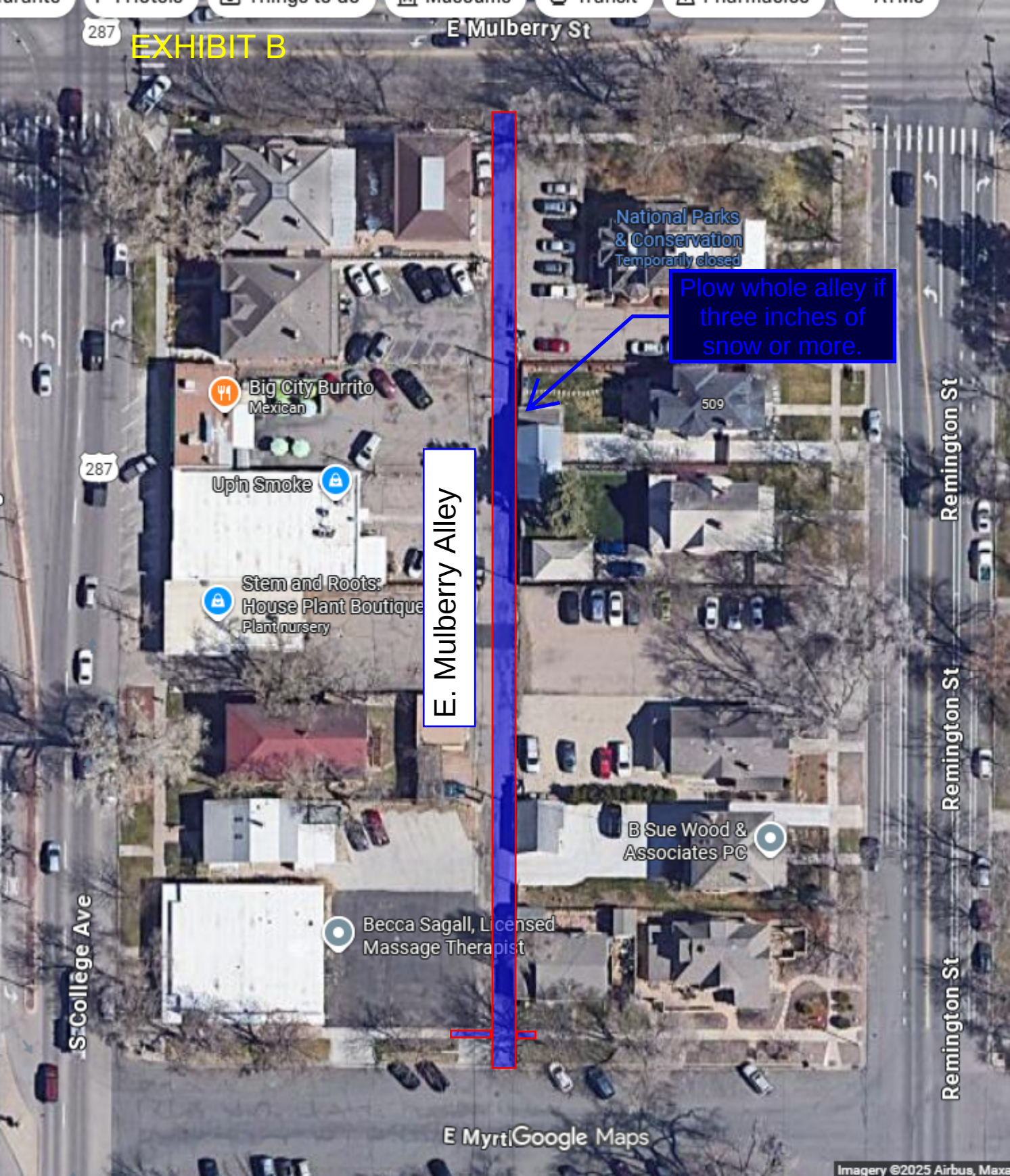


Push snow into large planting bed adjacent to garage.

Plow alley if it snows three or more inches.

Chestnut Alley

EXHIBIT B



E Mulberry St

287

National Parks
& Conservation
Temporarily closed

Plow whole alley if
three inches of
snow or more.

Big City Burrito
Mexican

Up'n Smoke

Stem and Roots:
House Plant Boutique
Plant nursery

E. Mulberry Alley

509

B Sue Wood &
Associates PC

Becca Sagall, Licensed
Massage Therapist

S College Ave

Remington St

Remington St

Remington St

E Myrtle St

Google Maps

Myrtle St.

B

Snow Storage, push across Myrtle to either side of alley.

Remove snow on sidewalk crossing alley.

Plow alley when over 3 inches of snow.

College Ave.

East Myrtle Alley

Remington St.

Remove snow if it will hinder dumpster removal. Remove snow in alley in front of enclosure as well as inside.

Remove snow in mid alley seating area.

Plow alley when over 3 inches of snow.

Remove snow on sidewalk crossing alley.

Laurel St.

EXHIBIT B

Jefferson St.

College Ave.

Board30FC

Remove snow on
sidewalk crossing
alley.

Harper Goff Alley

Plow alley when over
3 inches of snow.

Pine St

Snow storage

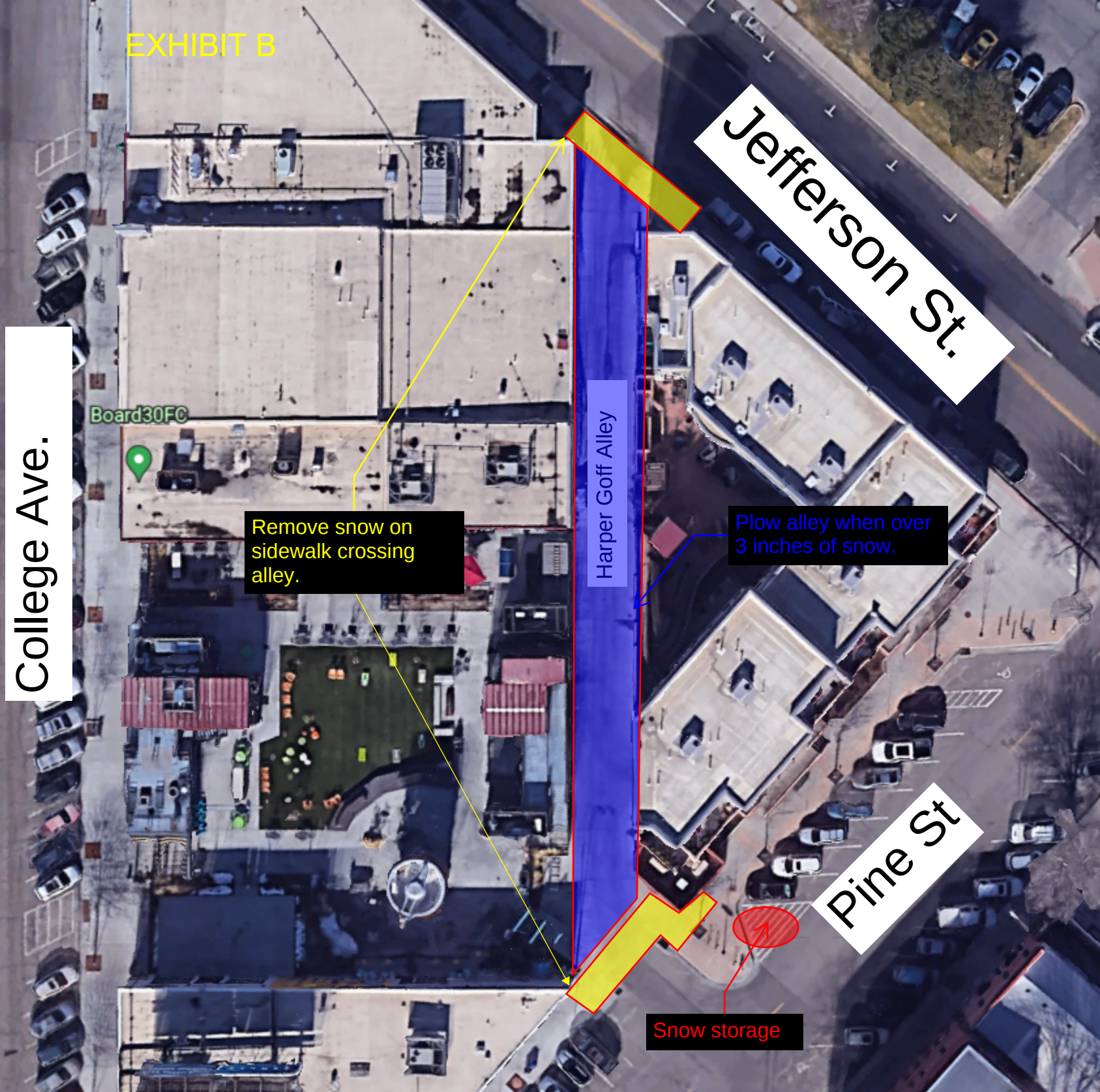


EXHIBIT B

Olive St.

Remove snow on sidewalk crossing alley.

Snow storage, push across Olive to either side of alley.

Remove snow if it will hinder dumpster removal. Remove snow in alley in front of enclosure as well as inside.

Plow alley when over 3 inches of snow.

West Olive Alley

College Ave.

Mason St.

Remove snow on sidewalk crossing alley.

Magnolia St.

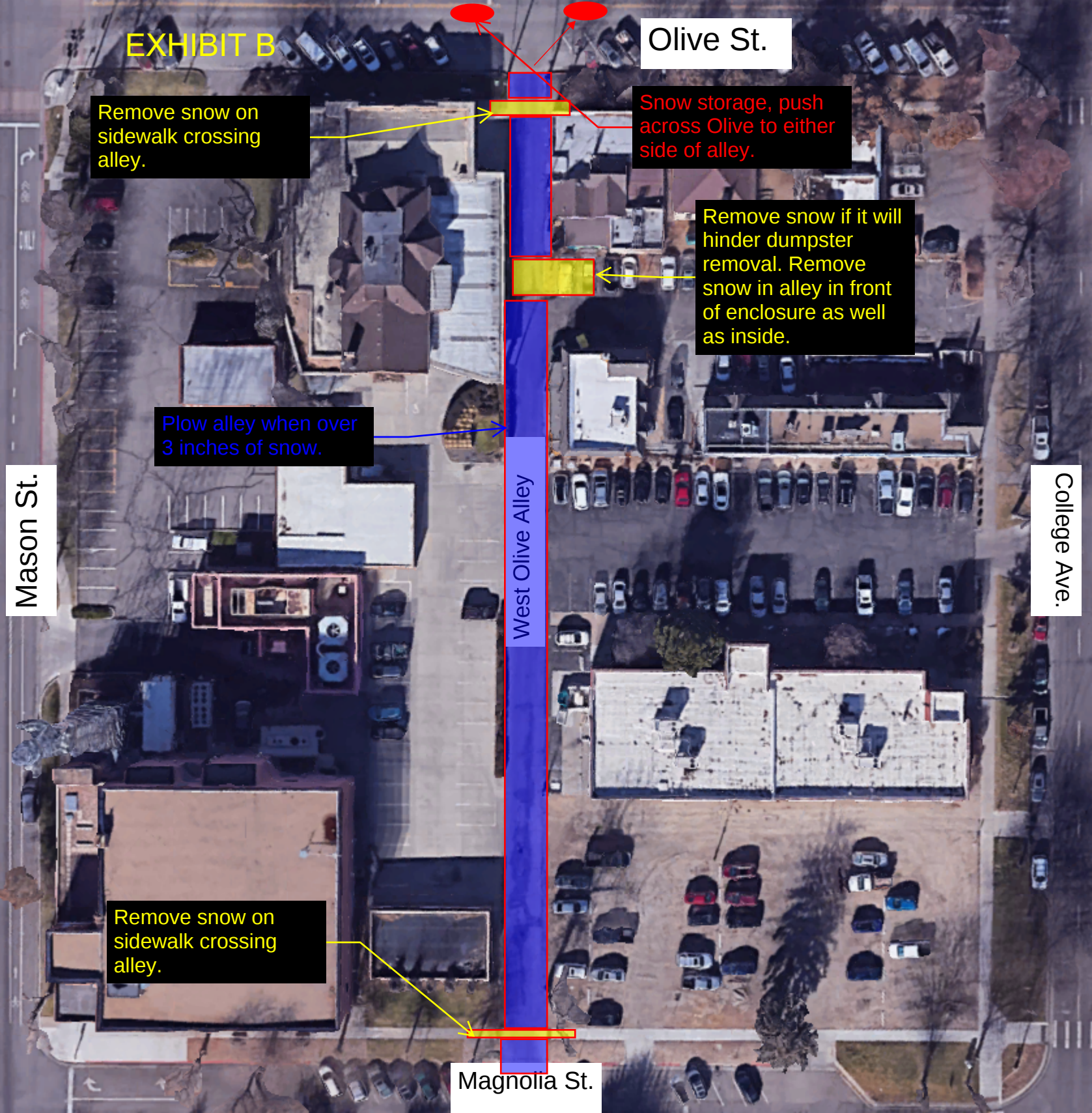


EXHIBIT B

Snow Storage

Plow whole alley for 3 inches of snow or more.

Trash enclosure, clear snow trace or more.

West Oak Alley

Snow Storage

W Olive St

W Olive St

S Mason St

S College Ave

287



EXHIBIT B

Remove snow on sidewalk crossing alley.

Plow if 3 inches of snow.

WMA

Snow storage

Snow storage

Remove snow if it will hamper dumpster removal. Shovel sidewalks around enclosure if it won't melt same day. Remove snow in alley in front of enclosure as well as inside.

Remove snow on sidewalk crossing alley.

Snow storage

EXHIBIT C - Example Snow Events

1. *Small snow event 5 inches or less, clearing Old Town Square.*

<i>Item #</i>	<i>Equipment Description</i>	<i>Hours of Units Needed</i>
<i>4</i>	<i>Ventrac w/ Broom</i>	<i>6-8</i>
<i>7</i>	<i>Hand Snow Removal labor</i>	<i>16-24</i>
<i>8</i>	<i>Ice Melt</i>	<i>6lbs</i>

2. *Small snow event, less than three inches enhanced alleys.*

<i>Item #</i>	<i>Equipment Description</i>	<i>Hours of Units Needed</i>
<i>4</i>	<i>Ventrac w/ broom (for Pedestrian only sections)</i>	<i>2</i>
<i>7</i>	<i>Hand Snow Removal Labor (for detailed clearing of pedestrian sections, and trash enclosures.)</i>	<i>12</i>
<i>8</i>	<i>Ice Melt</i>	<i>14</i>

3. *Large snow event 8 inches or more, Clearing Old Town Square.*

<i>Item #</i>	<i>Equipment Description</i>	<i>Hours of Units Needed</i>
<i>4</i>	<i>Ventrac w/ broom or Mower w/ rubber blade</i>	<i>14-16</i>
<i>7</i>	<i>Hand Snow Removal Labor</i>	<i>30-36</i>
<i>8</i>	<i>Ice Melt</i>	<i>15</i>

<i>2</i>	<i>Wheel Loader/ Skid Steer</i>	<i>2-3</i>
<i>1</i>	<i>Dump Truck</i>	<i>3</i>

4. *Large snow event in alleys.*

<i>Item #</i>	<i>Equipment Description</i>	<i>Hours of Units Needed</i>
<i>4</i>	<i>Ventrac w/ broom or mower w/ rubber blade</i>	<i>14-16</i>
<i>7</i>	<i>Hand Snow Removal Labor</i>	<i>18-20</i>
<i>8</i>	<i>Ice Melt</i>	<i>24</i>
<i>6</i>	<i>Pick Up w/ plow Without salt spreader w/ rubber base</i>	<i>10-12</i>

EXHIBIT D

Bid Schedule

Item #	Equipment Description	Number of Available Units	Rate Per Hour
1	<i>Single Axle Dump Truck</i>		\$
2	<i>Wheel Loader</i>		\$
3	<i>Skid Steer w/ attachments/ Rubber base</i>		\$
4	<i>Ventrac w/ Broom</i>		\$
5	<i>Walker Mower w/ 3' to 4' blade with rubber base</i>		\$
6	<i>Pick up w/ plow WITHOUT salt spreader w/ rubber base</i>		\$
7	<i>Hand Snow Removal Labor</i>		\$
8	<i>Ice Melt, Pounds (pet friendly, non-calcium)</i>	<i>As Required</i>	\$

EXHIBIT E – SAMPLE AGREEMENT FORM

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into on the day and year set forth below, by and between the FORT COLLINS, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic (the “DDA”), and _____ (the “Professional”).

WITNESSETH:

WHEREAS, pursuant to Colorado Revised Statutes (“C.R.S.”) § 31-25-807, the DDA is empowered to make and enter into all contracts which are necessary or incidental to the exercise of its powers and performance of its duties;

WHEREAS, the Board of Directors of the DDA, on _____, 2026, approved this Agreement with the Professional and authorized the expenditure of up to _____ (\$____) for the Professional’s performance of the scope of services contained in **Exhibit A**, consisting of _____ (____) pages, attached hereto and incorporated herein by this reference (the “Scope of Services”), under which the Professional will perform professional snow and ice removal services for the DDA.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed the receipt and adequacy of which are hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Term. This Agreement shall commence upon execution and shall continue in full force and effect until the earlier of _____, unless sooner terminated as hereinafter provided. Additionally, at the option of the DDA, this Agreement may be extended for additional one (1) year terms not to exceed four (4) additional one-year terms. Services pricing for any such extended terms shall be negotiated and agreed to by the DDA and the Professional; provided, however, that the parties agree that pricing changes for any such extended term shall not exceed _____ percent (____%) over the previous year’s pricing, absent substantial justification based on market conditions. The DDA shall provide the Professional with notice of intent to extend the term of this Agreement at least thirty (30) days prior to expiration of the then-current term.

2. Scope of Services, Service Areas. The Professional agrees to fully perform the snow and ice removal services described in the Scope of Services on the properties depicted on **Exhibit B**, consisting of ____ (____) pages, attached hereto and incorporated herein by reference.

3. Work Schedule. The Professional shall perform the services described in the Scope of Services in accordance with the schedule set forth therein. The Professional agrees that it shall be available to perform all such work on an as-needed basis. Time is of the essence regarding all work to be performed hereunder.

4. Compensation. In consideration of the Professional’s performance of the Scope of

Services, the DDA agrees to pay the Professional in accordance with the fee schedule attached hereto as **Exhibit C**, consisting of ____ () page(s), up to a maximum amount of _____ (\$____) for performance of all services during the Term. The Professional understands and agrees that the services to be performed hereunder are weather dependent and the DDA does guarantee any specific amount of work to the Professional hereunder; the Professional shall be compensated for such work only if needed and performed.

5. **Billing.** The Professional shall submit to the DDA detailed monthly invoices which set forth the following: (a) each service rendered; (b) if subcontractors are used, the identity of the party rendering each service; and (c) the cost of each service rendered by the Professional or subcontractor(s). The Professional understands that the DDA is exempt from sales and use taxes, and shall not compensate the Professional for any such taxes. The Professional's failure to comply with these requirements may, at the DDA's option, suspend processing of payment requests until the Professional's invoice complies with said requirements. The DDA shall be obligated to pay invoices that conform to the requirements contained herein within thirty (30) days of receipt.

6. **Deliverables.** Upon conclusion of the project and before final payment, the Professional shall provide to the DDA all deliverables described in the Scope of Services.

7. **Use of Subcontractors.** All subcontractors that will be performing work hereunder must be approved in writing by the Executive Director of the DDA prior to commencing any such work. As of the date of execution of this Agreement, the DDA hereby approves the following subcontractors: None.

8. **DDA Representative.** The Executive Director of the DDA shall designate, prior to commencement of work, its project representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project (the "DDA Representative"). All communications concerning this Agreement should be directed to the DDA Representative.

9. **Early Termination by the DDA.** Notwithstanding the time periods contained herein, the DDA has the right to terminate this Agreement at any time without cause by providing written notice of termination to the Professional. Such notice shall be delivered at least ten (10) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. In the event of any such early termination by the DDA, the Professional shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Professional's obligations under this Agreement. Such payment shall be the Professional's sole right and remedy for such termination.

10. **Additional Services, Changes to the Scope of Services.** The DDA shall have the right during the term hereof to request changes or additions to the Scope of Services through written change order requests. Once the DDA has delivered notice of such change to the Professional, no work related to the requested change shall proceed until the parties have reached agreement regarding changes in price or scheduling requirements related to the requested change, and a written change order documenting the agreed-upon terms is prepared and issued by the DDA. No such changes or additions shall be considered approved, binding, or enforceable until the parties hereto have signed such change order form. The hourly rate to be charged for any changed

or added services shall be governed by the fee schedule contained in Exhibit A.

11. Monthly Report. Commencing thirty (30) days after the date of execution of this Agreement, and continuing every thirty (30) days thereafter for the term hereof, the Professional shall provide to the DDA Representative a written report of the status of the work with respect to the Scope of Services, Work Schedule, and other material information. Failure to provide any required monthly report may, at the option of the DDA, suspend the processing of any payment request.

12. Coordination, Quality and Accuracy of Services. The Professional shall be responsible for the coordination of all services between the Professional and its subcontractors. The Professional shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services rendered by the Professional and its subcontractors, which services shall include, by way of example and without limitation, designs, plans, reports, specifications, and drawings and the Professional shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

13. Independent Contractor. **The services the Professional will be performing hereunder are those of an independent contractor, and not of an agent or employee of the DDA, nor shall the Professional's employees, agents or subcontractors be considered employees or agents of the DDA. The DDA shall not be responsible for withholding any portion of the Professional's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose.**

14. Responsibility for Employees and Subcontractors. The Professional shall employ and contract with only those persons or entities that are properly skilled, accredited, certified, and/or licensed, as applicable, to safely and competently perform work of the type and scope which they will be performing. The Professional agrees that it shall be fully responsible for the acts and omissions of its employees and agents and for those of its subcontractors, and any persons either directly or indirectly employed by any subcontractors to the same degree as acts and omissions of persons the Professional directly employs. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the DDA, except to the extent the DDA is indemnified or insured through requirements upon said subcontractors.

15. Legal Compliance, License and Business Requirements. The Professional shall hold, in the Professional's name, all licenses necessary to perform the Scope of Services, and shall have full authority to do such business in the State of Colorado. The Professional shall at all times during the term hereof have a designated place of business for making and accepting communications with or from the DDA. The Professional warrants to the DDA that it shall exercise the highest degree of competence and care, as determined by accepted standards for work of similar nature, in performing any services or work hereunder, and that such services and work shall be performed in accordance with all applicable laws.

16. Insurance Requirements. The Professional shall provide and maintain during the term hereof, at its own expense, and from insurance companies acceptable to the DDA, the insurance coverage designated hereinafter, and shall require the same of all subcontractors providing services in connection with this Agreement:

- a. Employee Insurance. The Professional shall provide for all of its employees engaged in work performed under this Agreement:
 - i. *Workers' Compensation.* In accordance with the laws of the State of Colorado.
 - ii. *Employer's Liability Insurance.* In an amount not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence, Five Hundred Thousand Dollars (\$500,000.00) aggregate, for each employee.
- b. Liability Insurance. The Professional shall provide the following liability insurance coverage:
 - i. *Commercial General Liability and Automobile Liability Insurance.* Commercial general liability and commercial automobile liability insurance as will provide coverage for claims for damages resulting from bodily injury and death, as well as for claims for property damage and loss, which may arise directly or indirectly from the performance of work under this Agreement. Amount of coverage for commercial general liability shall be not less than One Million Dollars (\$1,000,000.00) combined single limits, per occurrence, for bodily injury, death and property damage. Amount of coverage for commercial automobile liability shall be not less than One Million Dollars (\$1,000,000.00) combined single limits, per accident, for bodily injury, death and property damage or loss, and coverage shall extend to any vehicle (including owned, hired and non-owned vehicles) used by the Professional, or with the consent of the Professional, in connection with the performance of the Scope of Services. The DDA shall be named on such policy or policies as an additional insured with primary coverage. Such policy or policies shall contain a standard cross-liability endorsement, and shall also contain substantially the following statement:

"The insurance covered by this Certificate shall not be canceled or materially altered, without ten (10) days' prior written notice to the Fort Collins, Colorado, Downtown Development Authority."
 - ii. *Certificates of Insurance.* Prior to commencing work hereunder, the Professional shall furnish the DDA with certificates of insurance for all liability insurance required herein, which show the type, amount, class of operations covered, effective dates and date of expiration of such policies.
- c. Subcontractor Liability. In the event that any work performed hereunder is performed by a subcontractor, the Professional shall be responsible for any and all liability resulting from or arising out of the work performed under this Agreement by such subcontractor, which liability is not covered by such subcontractor's insurance.
- d. Breach of Insurance Requirements. In the event the Professional breaches its

insurance obligations under this Agreement, the DDA shall have the right, but not the obligation, to take out and maintain throughout the term hereof any insurance policy or policies necessary to meet the insurance obligations herein required, and the Professional shall be liable to the DDA for all costs associated with obtaining and maintaining such policy or policies, and the DDA shall further have the right to deduct any and all such costs from payments due, or which may become due, to the Professional.

17. No Assignment. The Professional acknowledges that the DDA enters into this Agreement based upon the unique qualifications and special abilities of the Professional and that this Agreement shall be considered an agreement for personal services. Accordingly, the Professional shall not have the right, power, or authority to assign any responsibilities nor delegate any of its duties arising hereunder to any other individual or entity without the prior written consent of the DDA.

18. Modification of Agreement. No subsequent addition to this Agreement, or modification of any term or provision herein contained, shall be valid, binding, or enforceable unless made in writing and signed by the parties hereto.

19. Default. Each and every term and condition contained herein shall be deemed to be a material element of this Agreement. In the event that either party hereto should fail or refuse to perform in accordance with any term or condition of this Agreement, such party may be declared in default.

20. Remedies. In the event a party hereto has been declared in default, and the default is curable in nature, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default is incurable, or remains uncured after the ten (10) day period, the party declaring default may elect to: (a) terminate this Agreement and seek damages; or (b) avail itself of any other remedy provided by law or at equity. The election by a party of one form of remedy shall not preclude such party from seeking any other remedy provided by law or at equity. In the event of any such uncured default, the non-defaulting party shall be entitled to and shall be awarded from the defaulting party all reasonable costs and expenses, including attorneys' fees and other legal expenses, incurred by the non-defaulting party in connection with such default.

21. Acceptance Not Waiver. The DDA's approval of drawings, designs, plans, specifications, reports, or incidental work or materials furnished hereunder shall not in any way relieve the Professional of responsibility for the quality or technical accuracy of such work. The DDA's approval or acceptance of, or payment for, any services performed hereunder shall not be construed to operate as a waiver of any rights or benefits provided hereunder.

22. Limitation on Waiver of Breach. The failure of either party hereto to insist, in any one instance or more, upon the performance of any of the duties, obligations, covenants, or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such duties, obligations, covenants, conditions, rights, or privileges, but the same shall continue and remain in full force and effect.

23. Indemnification. The Professional shall indemnify, save, and hold harmless the

DDA, its officers, directors, employees, and agents, from and against any claim, suit, demand, liability, loss, cost, expense, or damage, including, attorneys' fees, judgments, or other legal expenses resulting from or arising out of any negligence, or errors or omissions, in the Professional's or its subcontractors' performance of services under this Agreement. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Professional or any subcontractor under workers' compensation laws, disability benefit laws or other employee benefit laws provided by law.

24. Notification of Claim. The DDA shall notify the Professional within a reasonable time after receiving notice of any claim for which the indemnity provision contained in this Agreement would apply. So long as the Professional promptly and vigorously defends a claim, the Professional shall have control over the defense and settlement of any such claim; provided, however, that the Professional must obtain a complete discharge of all DDA liability through any such settlement. In the event that the Professional fails to promptly and vigorously pursue the defense and/or settlement of such claim, the DDA shall have the right, but not the obligation, to assume the defense and settlement thereof, and the Professional shall be liable for all costs and expenses incurred by the DDA in the pursuit thereof. The DDA shall furnish, at the Professional's reasonable request and expense, information, and assistance necessary for such defense.

25. Notice. Except as expressly provided otherwise, any notice required or desired to be given by any party to this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; or sent by a nationally recognized receipted overnight delivery service, including the United States Postal Service, United Parcel Service or Federal Express for earliest delivery the next day. Any such notice shall be deemed to have been given and received as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit with the United States Postal Service, postage prepaid; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for the mailing or delivering of notices shall be as follows:

If to Professional:

If to the DDA:

Downtown Development Authority
ATTN: Executive Director
19 Old Town Square, Suite 230
Fort Collins, CO 80524

With a copy to:

Liley Law, LLC
ATTN: Joshua C. Liley
2627 Redwing Road, Suite 342
Fort Collins, CO 80526

Notice of a change of address of a party shall be given in the same manner as all other notices as hereinabove provided.

26. Work Product. The Professional hereby grants to the DDA a perpetual, royalty-free license to use, reuse, reproduce, or modify, in any medium whatsoever, all reports, documents, drawings, specifications, plans, designs, and other information or work product that are produced, created, developed, or made by the Professional or its subcontractors in connection with the Scope of Services and delivered to the DDA.

27. Subject to Annual Appropriation. Any financial obligations of the DDA arising under this Agreement which are payable after the current fiscal year are contingent upon funds for that purpose being annually appropriated, budgeted and otherwise made available by the City Council of the City, in its discretion, and/or the Board of Directors of the DDA, in its discretion, as applicable.

28. Successor Entity to the DDA. In the event that the legal existence of the DDA terminates during the term of this Agreement, it is expressly acknowledged by the parties hereto that the City of Fort Collins, Colorado, is designated the DDA's successor entity, and all rights and obligations of the DDA set forth herein shall thereupon become the rights and obligations of the City.

29. Governing Law, Venue, Severability. The laws of the State of Colorado shall govern the execution, construction, interpretation, and enforcement of this Agreement. Should either party hereto institute legal suit or action resulting from or arising out of this Agreement, it is agreed by the parties hereto that jurisdiction and venue for such suit or action shall be proper and exclusive in the District Court of Larimer County, Colorado, or if necessary, in federal court in the U.S. District Court for the District of Colorado, in Denver, Colorado. If any term or condition contained herein is held to be illegal, invalid, or unenforceable, such term or condition shall be fully severable.

30. Attorney Fees. In the event that any litigation is commenced by one party hereto against the party hereto, which litigation results from or arises out of this Agreement, the court shall award to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees and other legal expenses.

31. Integration, Survival. This Agreement, together with any exhibits incorporated herein by reference, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, whether written or oral. All conditions, rights, privileges, duties, covenants, warranties, and obligations contained herein shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective successors and assigns, and shall remain in full force and effect and shall survive, to the maximum extent allowable by law, the termination or expiration of this Agreement.

32. Interpretation. Sections and headings contained herein are for organizational purposes only and shall not affect the interpretation of this Agreement. The terms and conditions contained in the body of this Agreement shall always supersede and control the terms and conditions contained in any attached and incorporated document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last signature below written.

FORT COLLINS, COLORADO, DOWNTOWN
DEVELOPMENT AUTHORITY, a body corporate
and politic

By: _____
Matt Robenalt, Executive Director

Date: _____

ATTEST:

By: _____
_____, Secretary

PROFESSIONAL:

[INSERT]

By: _____

Title: _____

Date: _____

EXHIBIT F

Selection Criteria

Snow removal contractors will be evaluated on the following criteria.

The rating scale shall be from 1 to 10, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

SCORE	WEIGHTING FACTOR	QUALIFICATION	STANDARD
	2	Qualifications of Firm and Personnel	Has the Contractor cleared snow from similar public properties? Are their subcontractors qualified to perform the same? Are their assigned personnel qualified to fulfil the contract?
	2	Project Approach and communication	Does their written approach seem to satisfy the needs of the DDA which includes high level of communication.
	4	Price	How does the pricing compare to other bidders and does it fall in line with industry market pricing.
	2	Availability	Does the bidder have the necessary staffing and equipment to fulfill the scope of the contract. Can the bidder meet the schedule requirements outlined in the RFP.
100			Total Score Possible

Scores shall be summed and averaged based on the total number of evaluators used in the selection. The summed, average score will then be used in the overall selection to calculate a final score.