



CITY OF CAÑON CITY

Parks Department

221 Griffin Avenue
Cañon City, CO 81212
(719) 269-9028 • www.canoncity.org

SALE OF SURPLUS WOOD BID # 40-23

SUBMITTAL DATE AND LOCATION

Date of Request 3-10-2023

Due Date for Bids 3-24-2023 by 11:00 AM.

Hand submit or mail one copy of the Bid in sealed envelope clearly marked with bid number to:

Hand deliver to:

Finance Director

City of Cañon City

128 Main Street

Cañon City, Colorado 81212

Mail to:

Finance Director

P.O. Box 1460

Cañon City, Colorado

81215-1460

The City of Cañon City (City) is seeking sealed offers from qualified individuals (Contractor) for the purchase and removal of usable wood generated by the City's forestry program regardless of species or size that may be used and sold for firewood.

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor, equipment, fuel, and materials 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 below as follows:

B. Usable wood shall be defined as wood regardless of species or size that may be used and sold for firewood or other uses. Wood that is extremely rotten shall not be included in this Agreement and is not subject to purchase. Wood for purchase shall range from 6 to 14 feet in length and 6 to over 45 inches in diameter with logs commonly weighing more than 2,000 pounds that require specialized heavy equipment to load and transport. **No on-site wood processing will be allowed.** The compensation offered by contractor below is based upon a bulk cord of wood, which shall be equivalent to a wood bundle that is approximately 4 feet wide by 4

feet high by 8 feet long. Contractor shall coordinate with the Parks Director or his or her designee at least 24 hours in advance to schedule the time to remove the wood. The Parks Director shall permit access to storage area for Contractor to remove wood. Contractor shall record the number of cords removed and obtain confirmation by signature from Parks Director and pay for wood removal. Contractor shall not remove wood from the storage area when the storage area is wet or muddy or during scheduled interment ceremonies within the cemetery.

C. A change in the Scope of Services shall not be effective unless authorized as a written amendment to this Agreement, executed by both parties. If Contractor proceeds without such written authorization, Consultant 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 City is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. CONTRACTOR QUALIFICATIONS, EQUIPMENT AND RESPONSIBILITY

Contractor hereby warrants that it is qualified and possesses all equipment necessary to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. Please list the equipment you will be using to complete the work outlined in the Scope of Services.

III. 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 City employee for any purposes.

IV. TERM

This Term of this Agreement shall be for one year from January 1, 2023 through December 31, 2023. The Parties may mutually agree to extend the Agreement for one-year periods.

V. TERMINATION

This Agreement shall be ongoing as surplus wood will be available periodically during calendar year 2023. If the Agreement is terminated by the City's issuance of written notice of intent to terminate, the Contractor shall pay City for all work previously authorized and completed prior to the date of termination. If, however, Contractor has breached this Agreement, the City shall have any remedy or right of set-off available at law and equity.

VI. INDEMNIFICATION

The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their insurers, from the against all liability, claims and demands 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 arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor's employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor's employees or subcontractor. The Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims or demands at the sole expense of the Contractor, or at the option of the City, Contractor agrees to pay the City or reimburse the City for defense costs incurred by the City in connection with any such liability, claims, or demands. The Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

VII. COMPENSATION OFFERED

In consideration for the completion of the Scope of Services by Contractor, Contractor shall pay City \$ _____ per cord of usable wood regardless of species removed from City property. The compensation provided in this paragraph shall be paid by the Contractor to the City upon filing of a detailed report specifying the cordage amount of wood removed from the storage site.

Bidders Name _____

DBA _____

Bidders Signature _____