



The Town of Buena Vista is accepting bids for tree trimming with high-range lift or other appropriate methods and removal of designated trees on Town property. The estimate should include the average cost per tree.

Tree debris to be taken to the Public Works Shop by the contractor.

Please call 719-395-6898 with questions. Bid opening is October 11th, 11:00 AM MST at the Town of Buena Vista Public Works Department located at 755 Gregg Dr., Buena Vista, CO 81211. Bids can be dropped off at 755 Gregg Dr., Public Works Department, or mailed to Town of Buena Vista Public Works, PO 2002, Buena Vista, CO 81211, with the title 2023 Tree Trimming.

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### Generally Accepted Tree Trimming Specifications

- **Complete Prune:** Thinning the tree's crown to increase light penetration and air movement, removal of crossing and interfering branches, removal of dead, dying, broken, and diseased branches, removal of branches to obtain appropriate clearance around structures, streets, and sidewalks, and removal of branches to improve or create appropriate structure. This applies to ¼-inch and greater diameter branches, and all final cuts shall be made according to the ANSI A300 pruning standards as well as the ANSI Z133.1 safety requirements.
- **Crown Clean:** The removal of dead, dying, diseased, broken, crossing/interfering, poorly attached, and insect-infested branches with diameters of ½ inch and greater.
- **Canopy:** 50% of the foliage should remain evenly distributed in the lower 66% of the canopy.
- **Selective Prune:** The removal of selected branches, storm-damaged limbs, or other specialized pruning for trees and shrubs as determined by the Town representative.
- **Crown Restoration:** The removal of selected branches to improve and /or restore the structure in trees significantly damaged by storms, previous pruning, or vandalism.
- **Crown Raise:** The removal of the lower branches from a tree in order to provide clearance for buildings, vehicles, and pedestrians.
- **Removal:** The complete removal of a tree. This includes the removal of all wood unless otherwise specified, as well as the removal of the stump to a depth of no shallower than 9 inches.
  - Please review the agreement for contract requirements and qualifications.
  - Tree Trimming and Removals must be performed by a certified arborist.
  - Traffic control plan should be anticipated and will be required for partial or full street closures.
  - All trees designated for removal are marked with a white X, and all trees designated for trimming with a white Dot.
  - Site visits are recommended prior to bidding.
  - Per Town of Buena Vista Municipal Code Sec.6-33 – Tree Service License must be supplied.

<b>2023 TREE PRUNING and REMOVAL LIST</b>				
<b>Address</b>	<b>Tree Type</b>	<b>Work</b>	<b>Comments</b>	<b>Stump Grinding</b>
McPhelmy Park west side	Cottonwood	Prune/Crown clean	8 trees	
McPhelmy Park west side	Willow	Prune/Crown clean	2 trees remove large branch leaning on playground	
316 W. Main (Full Circle realty)	Elm	Prune	5 Trees south & west sides	
400 W. Main	Cottonwood	Prune	3 large trees (Broadleaf)	
500 W. Main	Cottonwood	Prune	1 tree	
508 W. Main	Cottonwood	Prune	1 tree	
726 W. Main	Cottonwood	Prune	2 trees	
814 W. Main	Cottonwood	Prune	2 trees	
824 W. Main	Cottonwood	Remove	2 trees	yes
824 W. Main	Cottonwood	Prune	1 tree	
910 W. Main	Cottonwood	Prune	2- large 4 plex trunk trees	
910 W. Main	Cottonwood	Prune	3 trees	
west of 910 W. Main	Cottonwood	Remove	1- 3 plex trunk removal	
west of 910 W. Main	Cottonwood	Prune	1 tree	
922 W. Main	Cottonwood	Prune	1 tree, remove branch	
922 W. Main	Cottonwood	Remove	1 tree	
922 W. Main	Cottonwood	Prune	3 trees	
<b>Northeast Quad</b>				
Chestnut & Colo ave	Cottonwood	Remove	1 large tree, dead, close to property line	

202 N. Colorado	Cottonwood	Prune	2 trees	
N. Colo Alpine Lumber	Cottonwood	Prune	1 tree	
<b>Southeast Quad</b>				
Front Loop Park S. Main	Cottonwood	Remove	2 small trees on east side	
Arizona/Cottonwood Creek	Cottonwood	Remove	1 large dead tree, Town Property	
102 Creekside	Cottonwood	Remove	2 dead trees	
102 Creekside	Cottonwood	Prune	1 small tree	
103 Creekside ct	Cottonwood	Remove	1 large tree	yes
107 Creekside ct	Cottonwood	Prune	1 tree	
SE corner Marq & Arizona	Cottonwood	Remove	1 large dead tree	
<b>Southwest Quad</b>				
Meadow Ln PSI station	Cottonwood	Remove	3 trees, on Town property E of 120 Meadow Ln.	
440 Mill St	Cottonwood	Prune	1- large tree , but clean lower branches	
311 S. San Juan	Willow	Prune	1- overhanging branches	
226 S. San Juan	Cottonwood	Prune	1- 4 plex, light prune, Woodland Brook cabins	
128 S. San Juan	Cottonwood	Prune		
117 S. San Juan	Cottonwood	Prune	1- light prune, dead branches	
114 S. San Juan	Cottonwood	Prune	1- large tree small dead branches	
129 S. Gunnison	Cottonwood	Prune	1- large tree	
322 S. Gunnison	Cottonwood	Prune	2- large trees	
303 S. San Juan	Cottonwood	Prune	1- large tree	

124 Mill	Elm	Prune	9- large trees, include crown clean	
Mill & San Juan SE corner	Cottonwood	Prune	5- large Trees	
115 Mill St	Cottonwood	Prune	2- large trees	
111 Mill St	Elm	Prune	1- large tree, extensive crown clean	
<b>Northwest Quad</b>				
124 N. Gunnison	Cottonwood	Prune	2- large trees	
206 N. Cottonwood	Cottonwood	Prune	1- large	
206 N. Cottonwood	Cottonwood	Remove	1- large dead trunk (Bird Nesting)	
319 W. Arkansas	Cottonwood	Prune	1- prune, large dead hanging branch	
312 N. Pleasant	Cottonwood	Prune	1- tree on Princeton Ave	
502 Yale	Cottonwood	Prune	1- large tree, NW corner Yale & Pleasant	
130 N. San Juan	Cottonwood	Prune	1- large	
218 N. Sangre de Cristo	Cottonwood	Prune	3- large, Apple Shanty	
Forest Sq park	Cottonwood	Remove	2- large trees, near HWY 24	
Forest Sq park	Pine	Remove	2 trees, 1- large, 1- small	
<b>Totals</b>	Prune	77	\$	
	Removals	20	\$	
	Stump Grinding	2	\$	
<b>Total Cost</b>			\$	
Removal trees are marked with a White "X"				
Prune trees are marked with a White DOT				
Please provide pricing per tree (area) and total				
Price should include traffic control, removal, stump grinding, clean-up and hauling to the Public Works Shop yard at 755 Gregg Dr.				

October 11th, 2023, 11:00 am
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## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the TOWN OF BUENA VISTA, 210 East Main Street, Buena Vista, Colorado 81211, a Colorado municipal corporation (the "Town"), and \_\_\_\_\_, an independent contractor with a principal place of business at \_\_\_\_\_, Colorado \_\_\_\_\_ ("Consultant") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional 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. Consultant shall furnish all labor 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 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 Consultant 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 Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

### **II. TERM AND TERMINATION**

A. This Agreement shall commence on the date first written above, and shall continue until Consultant completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant 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 Consultant, the Town shall pay Consultant \$ \_\_\_\_\_. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

B. Notwithstanding the maximum amount specified in subsection A hereof, Consultant shall only be paid for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount

### **IV. PROFESSIONAL RESPONSIBILITY**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. 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.

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work under the Scope of Services.

#### **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 Consultant shall be exclusively owned by the Town. Consultant 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," Consultant 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 Consultant.

#### **VI. INDEPENDENT CONTRACTOR**

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

#### **VII. INSURANCE**

A. Consultant agrees to 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 Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. 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.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$1,000,000 general aggregate.

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 Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

#### **VIII. INDEMNIFICATION**

Consultant 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 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 Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of

Consultant or of any subcontractor of Consultant. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. WORKERS WITHOUT AUTHORIZATION**

A. **Certification.** By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Consultant 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.** Consultant shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. **Verification.**

1. If Consultant has employees, Consultant 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. Consultant 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 Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Consultant shall: notify the subcontractor and the Town within 3 days that Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and 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 worker without authorization who is performing work under this Agreement; except that Consultant 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 a worker without authorization who is performing work under this Agreement.

D. **Duty to Comply with Investigations.** Consultant 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 Consultant is complying with the terms of this Agreement.

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

## **X. 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 Chaffee 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 constitutes the entire agreement between the Parties, 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 to the party at the address set forth on the first page of this Agreement.

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 or 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, this Agreement has been executed by the Parties as of the date first above written, whether or not the date of signing is some other date.

***[Remainder of page intentionally blank. Signatures on the following page.]***





**EXHIBIT A  
SCOPE OF SERVICES**

Consultant's Duties

During the term of this Agreement, Consultant shall perform the following duties, as directed by the Town:

- Consultant shall
- Consultant shall
- Consultant shall

Consultant's Deliverables

In performance of the duties described above, Consultant shall deliver the following items to the Town, during the timeframes established by the Town:

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## NO EMPLOYEE AFFIDAVIT

*[To be completed only if Consultant does not have any 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 individuals during the term of my Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

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 Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

### 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;*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEPARTMENT PROGRAM AFFIDAVIT**

*[To be completed if Consultant participates in the Department of Labor’s Lawful Presence Verification Program]*

I, \_\_\_\_\_, as a public contractor under contract with the Town of Buena Vista (the “Town”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

( S E A L )

\_\_\_\_\_  
Notary Public