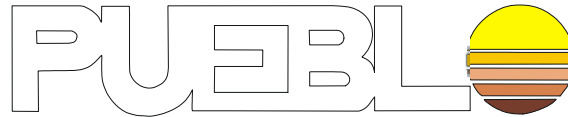


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Pueblo, CO 81003
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**CITY OF PUEBLO
PURCHASING DEPARTMENT**

INVITATION FOR BID

June 17, 2008

1. NOTICE

The City of Pueblo, hereafter referred to as "City", will receive sealed bids up to the hour of 10:00:00 AM (MDT) on June 24, 2008 at the City's Purchasing Office, 230 S. Mechanic Street, Pueblo, Colorado 81003, for the following:

Project No.: 08-063
Project Name: Landscape Rehabilitation – SH47/Dillon Drive
Pre-Bid Meeting: June 24, 2008 at 9:00 a.m.
On site: at the Mall parking lot at Dillon Drive and Mel Harmon Road.

In general, the successful bidder will remove and replace the landscape on the corners located at the intersection of SH47 and Dillon Drive. Submitted prices are to include all charges for permits, labor, materials, supplies, insurance, delivery, tools and equipment necessary to complete the project specified in Section 5. – Scope of Work.

If there are questions please call Bill Zwick at 719-553-2246 no later than 72 hours prior to the bid opening date and time.

Although the pre-bid meeting is not mandatory, it is in the bidder's best interest to attend. Prospective bidders must satisfy themselves by personal examination of the work site and the proposed scope of work as to the correctness of any service requested in the bid. Bidder shall not, after submission of the proposal, dispute or complain of such cost estimate, nor assert that there was any misunderstanding in regards to the nature or amount of work to be done.

The City reserves the right to reject any and all bids for any or all items covered in the Invitation to Bid, to waive informalities or defects in bids or to accept any bid as it shall deem to be in the best interest of the City.

No faxed or electronically delivered bids will be accepted. Bids received after the time and date listed above will be returned.

2. INSTRUCTIONS TO BIDDERS

- a. Bids shall be typed or written in ink on the form prepared by the City. Officials of corporations shall designate their official title as indicated on their documents of incorporation; partners or sole owners shall so state, giving the names of all interested parties. The person signing the bid must initial all corrections or erasures.
- b. When approximate quantities are stated, the City reserves the right to increase or decrease the quantity as best fits its needs.

- c. In submitting the bid, the vendor agrees that acceptance of any or all bids by the Director of Purchasing within a reasonable time or period constitutes a contract, subject to vendor complying with all City contract requirements. No delivery shall become due or be accepted unless a purchase order or contract shall first have been issued by the City's Purchasing Department.
- d. The City is exempt from Federal, State, and Local taxes; however, the successful bidder is subject to such taxes and may not be exempt from such taxes.
- e. Bidders shall not stipulate in the proposals any condition in the specifications unless specifically requested in the special instructions. Any bid that fails to comply exactly with these instructions may be considered to be non-responsive.
- f. The City is an Equal Opportunity Employer. Bidders will commit to and meet the nondiscrimination and equal employment requirements of Section 1.8.3 Pueblo Municipal Code (on-line at www.pueblo.us/purchasing). Minority and Woman Owned Business are encouraged to submit bids.
- g. If the lowest bid is not accepted as being the best, an Evaluation Committee must approve the bid and the reason therefore stated and filed with the bid.
- h. Bidder must complete and sign the Colorado PERA questionnaire attached to the bid request.
- i. It is the Contractor's responsibility to become familiar with the local conditions affecting the cost of the work and with the contract documents, including the form of proposal, the form of contract or purchase order, form of bond (if any required), special provisions of the contract (if any), Article 3-General Provisions, plans, drawings, and specifications which are available for inspection in the City's Purchasing Office or on-line at www.pueblo.us/purchasing. Contractor must also ensure that all aspects of the project are in compliance with all local, state, and federal codes and regulations
- j. Bids shall be good for 120 days from date of the bid opening.

3. STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK

- a. Prior to or within ten (10) days of execution of this Contract, Contractor shall submit to the Purchasing Agent of the City of the Client its certification that it does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the "Basic Pilot Program" created in Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.
- b. Contractor shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this contract;
 - ii. 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 contract.
- c. The following state-imposed requirements apply to this contract:
 - i. The Contractor shall have confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program and, if the Contractor is not accepted into the Basic Pilot Program prior to entering into this contract, that the Contractor shall apply to participate in the Basic Pilot Program every three months until the Contractor is accepted or this Contract has been fully completed, whichever occurs earlier. This provision shall not be required or effective if the Basic Pilot Program is discontinued.

- ii. The Contractor is prohibited from using the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
 - iii. If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - 1. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - 2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A. above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - iv. The Contractor is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.
- d. Violation of this Section by the Contractor shall constitute a breach of contract and grounds for termination. In the event of such termination, the Contractor shall be liable for City's actual and consequential damages.

4. INDEMNITIES AND INSURANCE

Indemnity. The Contractor and his sureties shall indemnify, defend and hold harmless the City and all its officers, agents and employees from all damages, suits, actions, judgments and claims of any character, name and description arising from any injuries or damage received or sustained by any person or persons or property, on account of any negligent act or failure to act or fault of the Contractor, his agents or employees, in performance of this agreement; or on account of the failure of the Contractor to provide necessary safety equipment or signage warning of hazards created by Contractor or by virtue of Contractor's activities; and Contractor shall immediately pay any judgment, with costs, which may be obtained against the City, its officers, agents or employees, growing out of such injury or damage.

Contractors Insurance. The Contractor shall not commence work under proposed contract until obtaining at Contractor's own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Bidder allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain such insurance until the final acceptance by the City of all construction covered by the contract.

Commercial General Liability. The Contractor shall secure and maintain during the period of this contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Contractor with respect to all work performed by him and all his subcontractors under the contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$600,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$600,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insured's. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Bidder's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Contractor under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

Comprehensive Automobile Liability Insurance. The Contractor shall procure and maintain during the period of the contract and for such additional time as work on the project is being performed Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$150,000 and for any injury to two or more persons in any single occurrence of not less than \$600,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Contractor from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Contractor.

Worker's Compensation Insurance. The Contractor shall procure and maintain during the period of this contract and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained regardless of whether the Contractor may have no employees as defined under said Act or that Contractor might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Contractor performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Contractor or exempt employees under the Act.

If any classes of employees engaged in hazardous work under this contract at the site of the project are not protected by the Workers' Compensation statute, the Contractor shall provide, and similarly cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected.

Subcontractor Performing Work for the Contractor. Any subcontractor performing work for the Contractor under the contract shall provide certificates of insurance to the Contractor and to the City of Pueblo, Colorado, of the same type and in the same amounts as required by the Contractor.

5. SCOPE OF WORK

Successful bidder will furnish all labor, materials, tools and equipment necessary to perform and complete, in a professional manner, removal and replacement of landscaping. All work must be completed in accordance with all local, state, and federal codes and regulations.

DETAILED SCOPE

- a. Removal and replacement of landscaping (See attached plan and specification)
- b. Removal and replacement of drip lateral line (See attached plan and specification)
- c. Installation of gravel, boulders and landscape fabric (See attached plan and specification)
- d. Maintenance Service for the landscape as specified. (See Attached Service Agreement)

6. MOBILIZATION

This item shall consist of mobilization of personnel, equipment and supplies at the project site in preparation for work on the project. The item shall include all costs incurred or labor and operations, which must be performed prior to beginning the other items under Contract.

7. CONSTRUCTION TRAFFIC CONTROL

The Contractor shall submit a traffic control plan prepared by a Certified Traffic Control Supervisor, at the preconstruction conference for approval by the Traffic Engineer. The Traffic Control Supervisor shall be certified as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) or Colorado Contractors Association (CCA). A copy of the Traffic Control Supervisor's Certification shall be provided to the Engineer at the project pre-construction conference.

- a. All through lanes of travel in each direction and left turn lanes at intersections must be maintained on Dillon Drive at all times during construction.
- b. Right turn lanes can be closed between OFF- PEAK hours from 9:00 a.m. to 3:00 p.m.
- c. Devices shall be removed when contractor is not present – no full-time setup allowed.

All traffic control procedures, signing, lighting and barricades shall conform to the latest edition of the *Manual on Uniform Traffic Control Devices*, and shall be set up and maintained by a Certified Traffic Control Supervisor. Traffic control shall be paid as Construction “Traffic Control.” Periodic payments for this item shall be based upon the percentage of work completed compared to the original contract amount.

7. WARRANTY.

- a. For a period of one year after final acceptance of all work and at no additional cost to the Owner, the Contractor shall replace any plants that have died, or are partially dead due to unhealthy or unsightly conditions, or have lost their natural shape due to dead branches or excessive pruning of dead branches. The Contractor shall apply a “new” one-year warranty period to each replacement plant that is installed. The Contractor shall warranty all plants to be true to name and to meet all conditions of these specifications.
- b. All replacement planting under the warranty provision shall be executed with two weeks of notice to replace such plants. Upon Owner’s written approval, the Contractor shall replace rejected plants at a later date, mutually agreed upon, provided that the Contractor removes all rejected plants within seven (7) days of the notice to replace such plants. If the rejected plants are not removed in seven (7) days, the Owner may at his option remove these plants and the cost of the removal shall be charged to the Contractor.
- c. Replacement planting is to be in accordance with original specifications and its cost considered being included in the bid price. All areas damaged by tree or shrub planting or replacement operations are to be fully restored to their original conditions as specified.
- d. For a period of one year after final acceptance of all work and at no additional cost to the Owner, the Contractor shall warranty all work relating to the irrigation system installed. The contractor shall be familiar with and accept the operations of the existing controller and electric valves to the new drip lateral system prior to Final Acceptance and shall submit in written form any objection to the system relating to the new irrigation installed.

QUOTATION RECORD

Prices listed below must include all materials, supplies, equipment, and labor required for completion of each individual project.

Basis of Award: Total base bid will be awarded to the contractor offering the lowest and most responsible bid for all labor, materials, and equipment for the project as specified and indicated on plans.

Item	Description	Qty.	Unit	Unit Price	Amount
1	Removal - Clear and Grub	10,800	SF	_____	\$ _____
2	8' Ht. Austrian Pine	5	EA	_____	\$ _____
3	Washington Hawthorn, 2" Caliper	3	EA	_____	\$ _____
4	Shrub Rose, #5 Gallon, 'Morden Sunrise'	56	EA	_____	\$ _____
5	Grass/Yucca, #5 Gallon	40	EA	_____	\$ _____
6	Perennial, #1 Gallon	204	EA	_____	\$ _____
7	1-1/2" Brown River Rock	120	TON	_____	\$ _____
8	Landscape Fabric	10,800	SF	_____	\$ _____
9	1/2" minus Brn. River Rock, washed	15	TON	_____	\$ _____
10	Topsoil Mix, (2/3 Garden soil & 1/3 pea gravel)	44	CY	_____	\$ _____
11	Large Boulders 2' X 3' X 3', Round River Rock or Equal	4	EA	_____	\$ _____
12	Medium Boulder 2' X 2' X 2', Round River Rock or Equal	4	EA	_____	\$ _____
13	Small Boulder 1' X 1' X 1', Round River Rock or Equal	12	EA	_____	\$ _____
14	Irrigation Drip Laterals per corner	4	EA	_____	\$ _____
15	Mobilization	1	LS	_____	\$ _____
16	Traffic Control	1	LS	_____	\$ _____
17	Irrigation Repair, Hourly Rate			\$ _____ / Hour	

Job shall be completed within (30) Thirty calendar days after vendor has been notified to proceed.

18.	Maintenance Services (4 months)	4	EA	_____	\$ _____
Total Base Bid					\$ _____

(_____ Dollars)

FAILURE TO COMPLETE WORK ON TIME

In case the Contractor shall fail to fully perform and complete the work in conformity with the provisions and conditions of the contract within the specified time limit set forth above or within such further time as, in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the Contractor shall and will pay to the City of Pueblo for each and every day of the additional time in excess of the contract time and any granted extensions thereof, the sum given in the following schedule which said sum per calendar day is agreed upon, fixed and determined by the parties hereto. The amounts shown are considered to be liquidated damages to reimburse the City for the additional costs caused by delayed completion and in no case constitute a penalty. The amounts set forth below may be reduced or supplemented for project specific considerations with the approval of the Project Manager.

ORIGINAL CONTRACT AMOUNT
Less than \$49,999
\$50,000 to \$99,999

LIQUIDATED DAMAGES PER DAY
\$200.00
\$250.00

It is further agreed by and between the City and Contractor as follows:

1. Construction and installation of the specified work for the City shall be completed and ready for use in accordance with the time of completion described above. This time shall be extended only upon the approval of the Project Manager.
2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind. A representative of the City's Planning Department must inspect all work, and only upon his approval and final inspection will full compensation be paid to the Contractor.
3. The undersigned, having carefully read and considered these bid documents, does hereby offer to provide such products or services on behalf of the City of Pueblo, in the manner described and subject to the terms and conditions, specifications, and special instructions herein stated or implied. Products or services will be provided at the rates set forth in said bid.
4. The undersigned further states that this bid is made in good faith and is not founded on, or in consequence of collusion, agreement, or understanding between themselves or any other interested party.
5. The undersigned has become familiar with the local conditions affecting the cost of the work, and with the contract documents, including the form of proposal, the form of contract or purchase order, form of bond (if any required), special provisions of the contract (if any), Article 3 - General Provisions, plans, drawings and specifications available for inspection in the City's Purchasing Office or on-line at www.pueblo.us/purchasing. Bidder proposes to furnish all of the labor, materials, necessary tools and equipment and all utility and transportation services necessary to perform and complete in a professional manner all of the work required in connection with the construction of reference project in accordance with the plans and specifications prepared by or for the City of Pueblo, Colorado, for the sums set forth in the submitted quotation record.

Company: _____ Contact: _____

Authorized Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Cell: _____

Email: _____

Federal Tax ID Number: _____