

REQUEST FOR INFORMAL BID
B09-062PKG



PROJECT: **BID #B09-062PKG: LIGHT REPLACEMENT, KIOWA STREET PARKING GARAGE**

BID DUE: Tuesday June 30, 2009 3:00 p.m.

UNIT: Parking System Date: June 10, 2009

CONTACT: Greg Warnke, Parking Administrator , 130 S. Nevada Avenue, 2nd floor,
Colorado Springs, CO 80903

PHONE: (719) 385-5682 FAX: (719) 385-5683 **FAXED BIDS ACCEPTED**

Description	Unit Total Price	Total Price
Provide all labor, materials, equipment, tools, supplies and services required to: <u>Replace all of the High Pressure Sodium (HPS) light fixtures in the Kiowa Street Parking Garage with Metal Halide (MH) light fixtures, replace old MH fixtures with new MH fixtures and retro-fit pole lights on roof to accept MH bulbs versus HPS bulbs, in accordance with the attached Specifications/Scope of Services.</u>	1 Job / Lump Sum	\$ _____

Supplemental Bid Notes: (if applicable)

1. A public bid opening will not be held for this informal bid. However results will be made available to all interested parties, after the contract is awarded.
2. The City reserves the right to reject any or all bids, to waive formalities or irregularities, and to award bid in whole or in part, if it deems it to be in the best interest of the City of Colorado Springs.
3. Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and solicitation documents. Bidders are expected to visit the job-site to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a bidder from responsibility to know what is contained in this invitation for bid, or site conditions affecting the work.
4. The bidder certifies that it has checked all of its figures, and understands that the Owner will not be responsible for any errors or omissions on the part of the bidder in preparing its bid.

THE CONTRACTOR hereby Certifies that at the time of this certification, the Contractor 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 in order to verify that the Contractor does not employ any illegal aliens. "Basic pilot program" means the basic pilot employment verification 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.

FEDERAL TAX ID # _____
This Company Is: Corporation _____ Individual _____ Partnership _____ LLC _____

By signing in this space, the contractor hereby certifies that this company is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from bidding/proposing on <u>any</u> federal, state, county or municipal Invitations for Bids or Requests for Proposals.	
Signature _____	Date _____
Title _____	

WILL YOUR FIRM ACCEPT VISA OR ELECTRONIC FUND TRANSFER PAYMENTS (EFT) FOR THIS PROJECT IF YOUR FIRM IS THE LOW BIDDER?			
VISA	☐ YES	☐ NO	
EFT	☐ YES	☐ NO	Bank Routing Number: _____

If awarded the contract, the undersigned hereby agrees to sign said Contract, within ten (10) days of receipt of the "Notice of Award", of said contract, and to begin work within ten (10) days from the date of receipt of the "Notice to Proceed" and to complete the work within forty five (45) calendar days.

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and is legally authorized by the bidder to make the above bid statements or representations.

Company: _____

Business Address: _____

City/State/Zip: _____

Phone & Fax: _____ Date: _____

Name (printed): _____ Signature: _____

E-mail address: _____

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SPECIAL PROVISIONS

SMALL CONSTRUCTION TYPE PROJECTS UNDER \$199,999

It is the intent of these Special Provisions to establish minimum Terms and Conditions for small construction type projects under \$199,999.

SP.1 TERMS & CONDITIONS

The Standard Specifications for this project shall be the "CITY OF COLORADO SPRINGS ENGINEERING DIVISIONS STANDARD SPECIFICATIONS", revised February 1995 (major revisions), and October 2003 (general provisions only), except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety. The City of Colorado Springs Engineering Divisions Standards contains all of the Terms and Conditions that are applicable. It is the responsibility of the each bidder/contractor to insure they have a copy of the above mentioned standard specifications and understand the requirements therein. Copies are available for purchase at the cost of \$25.00 from the City of Colorado Springs, Office Services Unit, Suite L01, 30 S. Nevada, Colorado Springs, during regular business hours. The document may also be downloaded at www.springsgov.com/cityengineering. Listed below are the special provisions of the aforementioned specifications. These terms and conditions shall be part of the resultant contract.

SP.2 CONFIDENTIAL MATTERS

All data and information gathered by the Contractor and its subcontractors, and all reports, recommendations, drawings, documents, and data shall be treated by the Contractor and its subcontractors as confidential. The Contractor and its subcontractors must agree not to communicate and disclose the aforesaid matters to a third party or use them in advertising, publicity, or propaganda and/or in another job or jobs, unless prior written consent is obtained from the City.

SP3 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City, its employees, directors or agents, from and against all claims, damages, losses, and expenses, including attorney's fees arising from deaths or accidents or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, resulting to employees of the Contractor, or its subcontractors, in the work contemplated and done under the Contract, and to indemnify and hold harmless City, its employees, directors, or agents, from and against all claims, damages, losses, and expenses, including attorney's fees, decrees or judgments whatsoever arising from any and all injuries, including death or damages or destruction of property resulting to any third person or persons, corporation, partnerships or associations caused by any act, omission, failure, or neglect of the Contractor, its subcontractors, or agents, servants and employees, or other persons under its supervision or direction in the performance of any work under the terms of the Contract. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable for or by the Contractor or any subcontractor, manufacturer, or supplier under the Workmen's Compensation Act, disability benefit acts, or other employee benefit acts.

SP.4 NON-APPROPRIATION OF FUNDS

In the event funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this solicitation or appropriated funds may not be expended due the City Charter spending limitations, then the City may terminate this solicitation or award of this solicitation without compensation to bidders. In accord with the City Charter, performance of the City's obligations under any resultant Agreement or Contract is expressly subject to appropriations of funds by the City Council or receipt of Federal Grant Funds, and the City may terminate that Agreement or Contract without compensation to the Contractor.

SP.5 LAW

This contract is subject to and shall be interpreted under the law of the State of Colorado, and the charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, a home rule city. Court venue and jurisdiction shall exclusively be in the Colorado District Court of El Paso County Colorado. The

contractor shall insure that the contractor and the contractor's employees, agents and officers are familiar with, and comply with, applicable Federal, State and Local laws and Regulations as now written or hereafter amended.

SP.6 PROVISIONS AND SPECIFICATIONS

This document may contain additional General Provision, Special Provisions, Standard Specifications and Drawings which are attached and/or included as part of this solicitation and are incorporated by reference.

SP.7 PERIOD OF PERFORMANCE & LIQUIDATED DAMAGES

As time is an essential element of the Contract, all work shall be completed within the Contract period of sixty (60) **Calendar Days**. For each calendar day that any work shall remain incomplete after the end of the Contract period, the amounts designated in Section 110.02 of the General Provisions will be assessed, not as a penalty but as a predetermined and agreed liquidated damage. The Contractor shall not be assessed with liquidated damages nor the cost of Engineering and Inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the causes of such delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive.

**Amount of Liquidated
Original Contract Amount**

Damages Per Day

Less than \$50,000

\$300.00

SP.8 LICENSES & PERMITS

Bidders must qualify for all licenses and permits required before commencing work.

SP.9 CONTRACT DOCUMENT

Attachment 1 is a copy of the City's standard contract, which will be used for this solicitation. The City Contracting Office will execute a contract with the lowest, responsive, responsible bidder, whose offer conforming to the solicitation, will be most advantageous to and in the best interest of the City of Colorado Springs, cost or price and other factors considered.

SP.10 INSURANCE REQUIREMENTS

All interested bidders are required to sign and return Attachment 2 certifying that it will carry the Minimum Insurance Requirements specified.

SP.11 SALES TAX

No State of Colorado, or El Paso County Sales or Use Taxes shall be included in the bid for the work covered by this Contract. The contractor shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The tax-exempt certificate shall be submitted to the City at the earliest possible date, but no later than 30 days after award of the contract unless otherwise agreed upon with the City. The contractor shall utilize the tax-exempt certificate and tax exempt project number when purchasing all equipment, materials and supplies to be incorporated in this project.

The Contractor and the Contractor's subcontractors shall include in their bid all City of Colorado Springs Sales and Use Taxes and other applicable taxes on the work covered by the Contract. For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax, City Use Tax is due and payable to the City. The contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, certificates listing all said equipment, materials and supplies and the corresponding use Tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the contractor. Forms and instructions can be downloaded at www.springsgov.com/salestax.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000574

Federal Excise: A-138557

State Sales Tax: 98-03479



ATTACHMENT 1

CONSTRUCTION CONTRACT

CONTRACT NUMBER		PROJECT NAME/TITLE	
VENDOR/CONTRACTOR			
ADDRESS/PHONE#			
FEDERAL TAX ID #	PLEASE CHECK ONE:	☐ CORPORATION	☐ INDIVIDUAL PARTNERSHIP
CONTRACTING ANALYST & PHONE #:		DEPARTMENT, CONTRACT ADMINISTRATOR & PHONE#	
AMOUNT & ACCOUNT #			

THIS CONTRACT, IN THE AMOUNT \$ _____ MADE AND ENTERED INTO
 OF _____ THIS
 DAY OF _____ BY AND BETWEEN THE CITY OF COLORADO SPRINGS, COLORADO, /
 MUNICIPAL CORPORATION, IN THE COUNTY OF EL PASO, STATE OF COLORADO, PARTY TO THE FIRST PART
 HEREINAFTER IN THE CONTRACT DOCUMENTS REFERRED TO AS THE "CITY", AND

AND TRADING AS AN INDIVIDUAL OR ACTING AS PARTNERS CONSISTING OF OR A CORPORATION
 ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF COLORADO, HEREINAFTER IN THE
 CONTRACT DOCUMENTS CALLED THE "CONTRACTOR"; PARTY OF THE SECOND PART.

WITNESSETH:

Whereas the City has heretofore prepared the necessary Contract Documents for:

in the City of Colorado Springs; and whereas the party of the second part did on the _____ day of _____
 submit to the City their written offer and proposal to do the work therein described under the terms and
 conditions therein set forth and furnish all labor, materials, tools, equipment, transportation and services for said work in
 strict conformity with the accompanying Contract Documents which include: Instructions to Bidders, Bid Proposal, Notice
 of Award, Contract, Performance, Labor and Material Payment and Maintenance Bonds, Notice to Proceed, General
 Conditions and Special Provisions, Specifications and Drawings.

NOW, THEREFORE, it is hereby agreed that for the considerations and amounts specified in the Bid Proposal and the total
 contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor, Contractor agrees to furnish
 all materials and to perform all work as set forth in his proposal and as required by the aforesaid Contract Documents.

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The contractor shall
 complete all work on an as ordered basis throughout the contract period _____ after the Notice-to-Proceed as per
 the specifications and drawings. The Contractor shall provide a two-year guarantee on all works performed under this contract after
 the job has been completed and accepted.

Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City
 Charter, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City
 Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's

obligations under this Contract, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City may terminate this Contract without compensation to the Contractor.

The Contractor and the City agree and acknowledge as a part of this contract, that no Change Order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the contract to exceed the amount appropriated for this contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made

The Contractor and the City further agree and acknowledge as a part of this contract that no Change Order or other form or order or directive which requires additional compensable work to be performed under this contract shall be issued by the City unless funds are available to pay such additional compensable work performed under this contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the contractor was given a written Change Order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which Change Order was signed by the authorized City Representative. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any Change Order under this contract.

Books of Account and Auditing. The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract, which are routinely prepared, collected or compiled by the Contractor during the performance of this contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor or Contractor's office and without expense to the City.

The Contractor hereby certifies that at the time of this certification, the Contractor 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 in order to verify that the Contractor does not employ any illegal aliens. "Basic pilot program" means the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, that is administered by the United States department of homeland security.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and the year first above written. This contract is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:

Curt Decapite, Procurement Services Manager

Date

SECOND PARTY:

Corporate Name

Signature

Date

Title

Witness

ATTACHMENT 2

MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1.X Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$500,000.

2.X Automobile Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

3.X Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.

4.____ Builders Risk or Installation Floater Insurance will be provided by the Owner (excluding earthquake or flood). This insurance shall insure and protect from all insurable risks of physical loss or damage. Contractors and subcontractors will be covered, excluding their own machinery, tools and equipment. The deductible under The Builders Risk or Installation Floater shall be sustained and borne by the Contractor. Losses will be adjusted with and made payable to the Owner and others as their interests may appear.

5.____ Professional Liability Insurance providing coverage for acts, errors or omissions committed or alleged to have been committed by architects and engineers arising out of the conduct of their professional practice. The coverage shall carry a project limit of \$500,000. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.

6.____ Pollution Legal Liability Insurance for limits not less than \$1,000,000 for sudden and accidental incidents including on-site clean-up for new conditions, third party liability for bodily injury and property damage at on-site and off-site locations, and third party clean-up for new and pre-existing conditions.

7.X Except for workers compensation and employer's liability insurance, the City of Colorado Springs must be named as an additional insured. Certificates of Insurance must be submitted before commencing the work and provide 30 days notice prior to any cancellation.

8.X All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature)

(Date)

ATTACHMENT 3

Scope of Services

The City of Colorado Springs, Parking System is interested in replacing all of the existing High Pressure Sodium (HPS) light fixtures in the Kiowa Street Parking Garage, located at 215 East Kiowa Street with new Metal Halide (MH) light fixtures. The following is a list of items that will need to be accomplished as part of this agreement:

- An accurate count of the total number of fixture to be replaced will be completed. These fixtures include all of the existing HPS fixtures in the facility. (**Excluding** Metal Halide (MH) fixtures on the ground level of the facility and all stairwell lighting.)
- Submit the manufacturer, make and model of the fixture to be installed. New fixtures must be half or full cut off lenses. Light fixtures should match existing fixtures at the Bijou/Cascade Parking Garage, 215 North Cascade Avenue or the CAB Parking Garage, 130 South Nevada Avenue. Alternative fixtures must be submitted and approved by the Parking Administrator prior to submittal.
- Existing MH fixture at the elevator landings on the upper floors of the facility will also be replaced to match the new fixtures being installed.
- Pole lights on the roof of the facility will remain; however, they will need to be retrofitted to accept MH light bulbs versus the existing HPS bulbs.
- All old fixtures will be properly disposed of by Contractor.

Direct request for a walk through of the garage or questions regarding this BID to Greg Warnke, Parking Administrator, (719) 385-5682.

Bids may be submitted by mail to Parking Administration, 130 South Nevada Avenue, 2nd floor, Colorado Springs, CO 80903, on-line to "gwarnke@springsgov.com" or by FAX to 719-385-5683.