

REQUEST FOR PROPOSAL:

2019 Right-of-Way and Open Space Mowing Project

CITY OF EVANS, COLORADO

April 15, 2019

Due Date: 1:00 p.m. Mountain Standard Time on April 29, 2019

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BID DOCUMENT EXPLANATION

I. INTENT

It is the intent for the City of Evans to have various parcels of Right-of-way and Open Space mowed by a contractor. These sites are primarily native grasses that will be mowed on an as needed basis determined by the City. In comparing proposals, comparison will not be confined to price only. The successful proposer will be one whose product is judged as best serving the interests of the City of Evans when price, product, quality and delivery are considered. The City of Evans also reserves the right to reject any or all proposals or any part thereof, and to waive any minor technicalities.

II. REQUIRED QUALIFICATIONS

All companies submitting a bid must be a qualified company and must be able to meet all requirements as noted in the documents and specifications in section H. of this document. The companies must have experience with similar projects in the last 5 years. The company shall agree not to hire, discharge, promote, demote or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, religion, creed, color, sex, national origin, ancestry, or physical or mental disability.

III. CONTRACTING PROCESS

A. GENERAL ITEMS

The City of Evans shall be the Purchaser/Municipal Corporation. The Purchasing Municipality Representative is Scott Sandridge, Operations & Parks Manager (970) 475-1181.

The City may waive any informalities, minor defects, or reject any and all bids. Any closed bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. In the event of strikes, wars, acts of God or other good cause as determined by the City Manager, bid acceptance may be extended for a reasonable time not to exceed thirty calendar days. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the CITY and the successful bidder.

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such consideration shall be made in writing. Based on such inquiry, the City of Evans may choose to issue an addendum in accordance with local state laws.

B. METHOD OF SUBMITTAL

Submission instructions. Qualified firms desiring to provide the required service must submit hard copies of the entire proposal including cover letter, requested documents and information, by or before the stipulated date below, mailed or dropped off to Scott Sandridge, Operations & Parks Manager, at 1100 37th Street, Evans CO 80620

RE: 2019 Right-of-Way and Open Space Mowing Project

Submittals must be received prior to 1:00 P.M., on Monday April 29, 2019.

Faxed proposals will not be considered.

C. BID SUBMITTAL REQUIREMENTS

Each Bid Submittal shall include the following items:

1. Non-Collusion Statement: The Company placing the bid shall sign the statement proving that the bid submitted is fair and proper and not tainted.
2. Bid Proposal/Schedule: All information shall be completed. Under no circumstances will changes be allowed to be made once bids are submitted.
3. Contract Documents: The Selling Company shall review the standard agreement and state a willingness to enter into the agreement. If the Company has issues with any portion of said agreement or specifications these issues must be clearly identified with the bid submittal. If issues are not clearly identified at this time changes will be non-negotiable at time of signature requirement.
4. Specification Compliance or Deviations (Exceptions) by the Bidder: Bid Specification section of this document must be complete. Any deviation from the Technical Specifications included herein must be noted in detail and submitted in writing on the bid specification form. Completed specifications must be attached for any substitutions offered or when amplifications are desirable or necessary. The absence of the specification deviation statement on the bid form and accompanying specifications will hold the bidder strictly accountable to the specifications written herein. Failure to submit the specification deviation statement, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications are submitted with the bid, the bidder's name should be clearly shown on each document.
5. Brochures: Bids shall include adequate brochures, latest printed specifications, and advertising literature describing the product offered in such fashion as to permit ready comparison with the City's specifications on an item-by-item basis where applicable.
6. To ensure adequate local availability of parts and competent service from experienced suppliers, bids are preferred from local vendors who have sold and serviced at least 10 units of same manufacturer within the northern Colorado area. A list of units sold within the area should be provided, including contacts with phone numbers.

D. BASIS OF AWARD

1. Contract award may be made to the lowest responsive and responsible bidder meeting the Specifications. The following is a list of the criteria that may be used to evaluate bids:
 - Price;
 - Superior quality and adherence to specifications in this bid document;
 - Maintenance and/or service;
 - Delivery and/or completion time;
 - Guarantees and warranties;
 - Company's reputation and financial status;
 - Past experience with same or similar equipment or service.

E. Important Items Schedule

1. Bids are due no later than April 29th at 1:00pm. All bids must be submitted in physical format with all necessary information (See submittal process in Section C). Contact Scott Sandridge with any questions.

IV. CONTRACT DOCUMENTS

A. NON-COLLUSION STATEMENT

_____, being first duly sworn, deposes and says that:

He is the _____ of
(owner, partner, officer, representative or agent)

_____, the bidder that has
(Company's Name)

submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any unlawful agreement any advantage against the City of Evans or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public _____

My Commission expires: _____

B. BID PROPOSAL

2019 Right-of-Way and Open Space Mowing Project

Proposal of _____ (hereinafter called bidder, doing business as _____ organized and existing under the laws of the State of _____, to the City of Evans (hereinafter called CITY).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the **2019 Right-of-Way and Open Space Mowing Project** in strict accordance with contract documents, within the time set forth therein, and at prices stated below.

By submission of this bid, each bidder certifies, and in cases of a joint bid, each party hereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date specified in the Special Conditions. Bidder further agrees to pay liquidated damages as provided in the Special Conditions.

Bidder acknowledges receipt of the following Addendum:

Bid shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the contract documents in accordance with the attached Bid Schedule.

Insert "a Corporation", "a Partnership", or "an Individual" as applicable.

C. BID SCHEDULE

Unit prices shall be based on a per-mowing bases. The number of mowings will depend on the amount of growth during the season. In the past, the contractor has mowed between 3 and 6 mowings during the season. The contractor may at times be required to mow the entire contract or only portions of the contract. See attached sheets for the discriptions & vicinity maps, the mowings will be based on these discriptions.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	2019 Amount	2020 Amount	2021 Amount
1. Mobilization, Demobilization, & Site Clean-up							
	Mob, Demob, & Site Clean-up	1	LS	\$	\$	\$	\$
	Including traffic control.				\$	\$	\$
					\$	\$	\$
2. Rights-of-way							
A	Belmont Avenue - 41st St. to 42nd St East side	21,000	SF	\$	\$	\$	\$
B	Anchor Drive - South Side 29th Ave to Driftwood Park. North Side 29th Ave to Chesapeake Bay.	12,150	SF	\$	\$	\$	\$
C	Highway 34 By-pass - 11th Ave. to US Hwy. 85	81,520	SF	\$	\$	\$	\$
D	29th Avenue - West side Prairie View Drive to 37th St. & Anchor to Rock Point Drive. East side Prairie View Drive to 37th St. & Driftwood Park Open Space to Crescent Cove	54,716	SF	\$	\$	\$	\$
E	Mountain View Drive - West side 37th St. to Swallow Court	3,300	SF	\$	\$	\$	\$
F	35th Avenue - East side 35th St. to Country Estates Mobile Home Park. West side Priarie View Drive to 49th St.	40,840	SF	\$	\$	\$	\$
G	47th Avenue - Mesa Verde Drive to 49th St.	19,200	SF	\$	\$	\$	\$
H	37th St. North & South side 47th Avenue to Kiowa Drive. South side Harboe Lane to Mountain View. South side 35th Avenue to 47th Avenue.	171,500	SF	\$	\$	\$	\$
I	Harbor Lane - West side 37th St. to 75' past 24th Ave. East side Marina St. to 3916 Hardor Lane.	14,592	SF	\$	\$	\$	\$
J	49th St. 35th Avenue to 47th Avenue.	93,216	SF	\$	\$	\$	\$
					\$	\$	\$
3. US Highway 85							
A	Center Median - Hwy 34 to South Platte R.	134,360	SF	\$	\$	\$	\$
B	West Edge - Hwy 34 to South Platte R.	663,130	SF	\$	\$	\$	\$
C	East Edge - Hwy 34 to South Platte R.	900,700	SF	\$	\$	\$	\$

D. NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: 2019 Right-of-Way and Open Space Mowing Project

The CITY, represented by the undersigned, has considered the bid submitted by you for the above described work in response to its Advertisement for Bids dated _____.

You are hereby notified that your bid has been accepted for **2019 Right-of-Way and Open Space Mowing Project** in the amount of _____(US\$).

You are required by the Information for Bidders to execute the Agreement and furnish the required documentation within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said documentation within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY's acceptance of your bid as abandoned. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the CITY.

Dated this _____ day of _____, 2019.

The City of Evans
(CITY)

By: _____
Title: _____

E. ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged on this, the _____ day of _____ 2019.

By: _____

Title: _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Colorado.

F. AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2019, between the City of Evans, hereinafter called "CITY", and _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The CONTRACTOR will commence and complete the mowing as requested by the City in the **2019 Right-of-Way and Open Space Mowing Project**.

The CONTRACTOR shall furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

The CONTRACTOR shall commence the work required by the Contract Documents in accordance with the date stated in the Scope and shall complete the work within the time stated unless the period for completion is extended otherwise by the Contract Documents.

The CONTRACTOR agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of \$ _____ (US\$) for the **2019 Right-of-Way and Open Space Mowing Project**

The term "Contract Documents" means and includes the following:

- Advertisement for bids
- Bid Document Explanation
- Non-Collusion Statement
- Bid Proposal
- Bid Schedule
- Notice of Award
- Acceptance of Notice
- Agreement
- Change Order
- Technical Provisions
- Addendum No. _____, dated _____, 2018

The CITY will pay the CONTRACTOR in the manner and at such time as set forth in the General Conditions, such amounts required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, each of which shall be deemed an original on the date first written above.

THE CITY OF EVANS

CONTRACTOR

BY _____
NAME _____
TITLE _____

BY _____
NAME _____
TITLE _____
ADDRESS _____

(SEAL)

ATTEST:

ATTEST:

NAME _____
TITLE _____

NAME _____
TITLE _____

APPROVED AS TO FORM:

Evans City Attorney

APPROVED AS TO SUBSTANCE

City Manager

G. CHANGE ORDER

CHANGE ORDER NO. _____
DATE: _____

PROJECT: **2019 Right-of-Way and Open Space Mowing Project**

TO (CONTRACTOR): _____

JUSTIFICATION: _____

You are directed to make the following changes in the work. All other terms and conditions of the contract not expressly modified hereby shall remain in full force and effect.

The original contract sum was	\$ _____
Net change by previous change orders	\$ _____
The contract sum will be (increased) by this Change Order	\$ _____
The contract sum including this Change Order will be	\$ _____
The new contract time will be (increased) (decreased) or (unchanged) by (<u>0</u>) days.	

The date of completion as of the date of this Change Order is therefore _____, 2019.

ACCEPTED BY:

ORDERED BY:

Contractor

The City of Evans
1100 37th Street
Evans, CO 80620

By _____

Date _____

H. SPECIFICATIONS/SCOPE

The City is requesting service consisting of those for Right-of-Way maintenance in the City to include: mowing the rights-of-way of an assortment of streets, the US Highway 85 right-of-way, open areas & undeveloped land within the city limits on an as needed basis as determined by the CITY.

The Contractor will be required to mobilize within five (5) working days of notice from the City. The City reserves the right to reduce the number of mowings if drought conditions exist and/or vegetation that is to be mowed/trimmed has a slower than anticipated growth rate.

The Contractor shall be responsible for the removal of all trash accumulation in the maintenance areas and must pick up all trash prior to any mowing or trimming. If mowing equipment or trimming equipment shreds any trash or trash is left on site, the Contractor shall be responsible for picking up debris within twenty-four (24) hours. No visible debris shall be left on site other than remaining vegetation resultant from mowing/trimming operations.

All vegetation shall be mowed to a height of 3 to 4 inches. Although a variance may be allowed with respect to height, the City of Evans has the right to accept or reject all work if the mowing height is deemed too high.

The Contractor shall also be responsible for trimming vegetation around all trees, signs, guide wires, fencing, posts, fire hydrants, etc. Trimmed vegetation shall fall under the same rules and height guidelines as the mowing requirements and is subject to approval by the City of Evans. In addition to standard trimming procedures as outlined above it shall also be the responsibility of the Contractor to remove and maintain vegetation that overhangs sidewalks and curb & gutters.

Please see index for location maps and descriptions.

Please note that the calculated areas on the descriptions are approximate and the Contractor is encouraged to verify all sizes and square footage.

For questions regarding this bid please contact Scott Sandridge at 970-475-1181 or 970-539-6101.

INDEX

AREAS TO BE MAINTAINED

RIGHTS-OF-WAY

US HIGHWAY 85

DETENTION PONDS AND UNDEVELOPED LAND

Rights-of-Way

- A. Belmont Ave- 21,000 sqft**
 - 1. **East side-** from 41st St to 42nd St, triangle area up to the fence - 21,000 sqft
- B. Anchor Drive – 12,150 sqft**
 - 1. **South side-** 29th Avenue east to Driftwood Park – 5,350 sqft – excluding homeowner’s landscaped areas
 - 2. **North side-** 29th Avenue east to Chesapeake Bay – 6,800 sqft – excluding homeowner’s landscaped areas
- C. Highway 34 By-pass – 81,520 sqft**
 - 1. **South side-** 11th Avenue east to end corner of chain link fence.
- D. 29th Avenue – 54,176 sqft**
 - 1. **West side-** Prairie View Drive north to 37th Street & Anchor to Rock Point Drive - 28,576 sqft
 - 2. **East side-** Prairie View Drive north to 37th street & from Driftwood Park to Crescent Cove – 25,600 sqft
- E. Mountain View Drive – 3,300 sqft**
 - 1. **West side-** 37th Street south to Swallow Ct
- F. 35th Avenue – 40,840 sqft**
 - 1. **East side-** 35th Street to Country Estates Mobile Home Park fence line include park way - 3,700 sqft
 - 2. **West side-** Prairie View Dr. to 49th Street - 37,140 sqft
- G. 47th Avenue –19,200 sqft**
 - 1. **East & West-** Mesa Verde Drive to 49th (8-foot wide swath) - 19,200 sqft
- H. 37th Street- 171,500 sqft**
 - 1. **North & South side-** 47th Avenue to Kiowa Drive, 8-foot path - 129,100 sqft
 - 2. **South side-** Harbor Lane to fence line just east of Mountain View to include area next to fence line - 20,000 sqft
 - 3. **South side-** 35th Avenue to 47th Avenue - 22,400 sqft
- I. Harbor Ln- 14,592 sqft**
 - 1. **West side-** 37th St to end of fence line -5,600 sqft
 - 2. **East side-** Marina Street fence line to end of fence line around the bend on Harbor. Exclude rock landscaped areas approx. 8,992 sqft
- J. 49th Street – 93,216 sqft**
 - 1. **North side-** 35th Avenue to 47th Avenue - 46,608 sqft
 - 2. **South side-** 35th Avenue to 47th Avenue - 46,608 sqft
- K. 1004 42nd St Evans co, CDOT Park and Ride- 566,156 sqft**
 - 1. Between parking lot and 42nd St. approx. 116,000 sqft
 - 2. Open field south of parking lot to property line approx. 450,156 sqft

- A. Center Median – 134,360 sqft**
 - 1. Entire center median from Highway 34 bypass to South Platte River Bridge
- B. West Median – 663,130 sqft**
 - 1. Entire western median from Highway 34 bypass to South Platte River Bridge
- C. East Median – 900,700 sqft**
 - 1. Entire eastern median from Highway 34 bypass to South Platte River Bridge

Detention Ponds and Undeveloped Land

- A. Railroad Park – 44,600 sqft**
 - 1. Entire detention area at northwest corner of 40th Street and Denver Street
- B. Community Gardens – 39,900 sqft**
 - 1. Entire open area at northwest corner of 38th Street and Central Street
- C. Chappelow Detention Pond – 130,000 sqft**
 - 1. Northwest corner of 34th Street & 17th Avenue - Entire detention area up to sidewalks and up to residential and school fencing including a 15-foot wide pass on the inside slope toward the marshy area from the top of the road
- D. Evans Town Ditch Open Space – 273,320 sqft**
 - 1. Detention and ditch access between 37th St. (1300 block) and 11th Ave around solar panels and between ditch and north properties' fence lines. 66,000 sqft
 - 2. **Evans Ditch-** from 42nd St to Valmont Ave - 190,000 sqft
 - 3. **Evans Ditch-** from 11th Ave to 31st St - 17,320 sqft
- E. Vacant lot – 3001 11th Avenue – 5,200 sqft**
 - 1. Between 30th St Rd and 29th St
- F. Riverside Pkwy- 17,500 sqft**
 - 1. East and West Detention pond out-lots south of 37th Street
- G. Old CDOT Property 3939 Riverside Pkwy- 284,000 sqft**
 - 1. Mow from Riverside Pkwy to Pueblo 284,000 sqft
- H. Hunter's Reserve North – Future Park Land – 213,050 sqft**
 - 1. West side of 29th Avenue – South of 37th Street and North of Park View Dr. Mow a 15-foot-wide swath around the perimeter adjacent to properties' fences, sidewalk 26,700 sqft
 - 2. Out-lot on the west center, west of the split rail fence, 350 sqft
 - 3. mow the entire area once in the fall- 186,000 sqft
- I. Hunter's Reserve South – Future Park Land – 171,900 sqft**
 - 1. Open Area Northwest of 29th Avenue and Prairie View Dr. Intersection. Mow a 15-foot-wide path around the perimeter adjacent to properties' fences and sidewalk 24,900 sqft
 - 2. Mow the entire area once in the fall- 147,000
- J. North Point Pond – Park/Open Area – 444,058 sqft**

1. North Point Subdivision – Access off of North Point Drive Mow a 15-foot-wide swath around the perimeter adjacent to properties' fences and sidewalk- 46,500 sqft
2. Mow the out-lot east of the split rail fence - 9,000 sqft
3. Mow the entire area once in the fall from the pond-side slope up. Exclude the pond- 388,558

K. Grapevine Hollow Open Area – 468,700 sqft

1. Southern part of Grapevine Hollow Subdivision, south of Noble Street, Costanita Street and Zinfandel Street to creek- 468,700 sqft

L. State St and 37th- 22,800 sqft

1. East side of State St- North from 37th to VFW west of railroad tracks-17,000 sqft
2. South side of 37th – from State St diagonally to 37th -5,800 sqft

M. Boulder St. And 36th St- 10,000 sqft

1. West of 36th street- from 36th to 35th one pass next to sidewalk and around detention area-10,000 sqft

N. Empire St. and 35th St.- 82,000 sqft

1. On ditch, east from Empire in between properties - 400 sqft
2. West side of Empire- from 35th St to end of fence line - 4,200 sqft

O. Grapevine trail open space- 187,000 sqft

1. From Grenache St to Sauvignon St from fence lines to fence lines exclude parkways on Chardonnay - 187,000sqft

P. Hill-N-Park/Wastewater trail and open space-31,740 sqft

1. From 49th St east of wastewater to end of trail east of Hill-n-Park - Mow one 6-foot pass on both sides of trail - 31,740 sqft
2. From 49th to creek and from east fence west to slope near west property lines - 18,000 sqft

Q. Cemetery-1512 sqft

1. North side of fence on high side only - 1512 sqft

R. Detention pond at the end of Whitney Way- 10,500 sqft

S. Operations Greenbelt-100,000 sqft

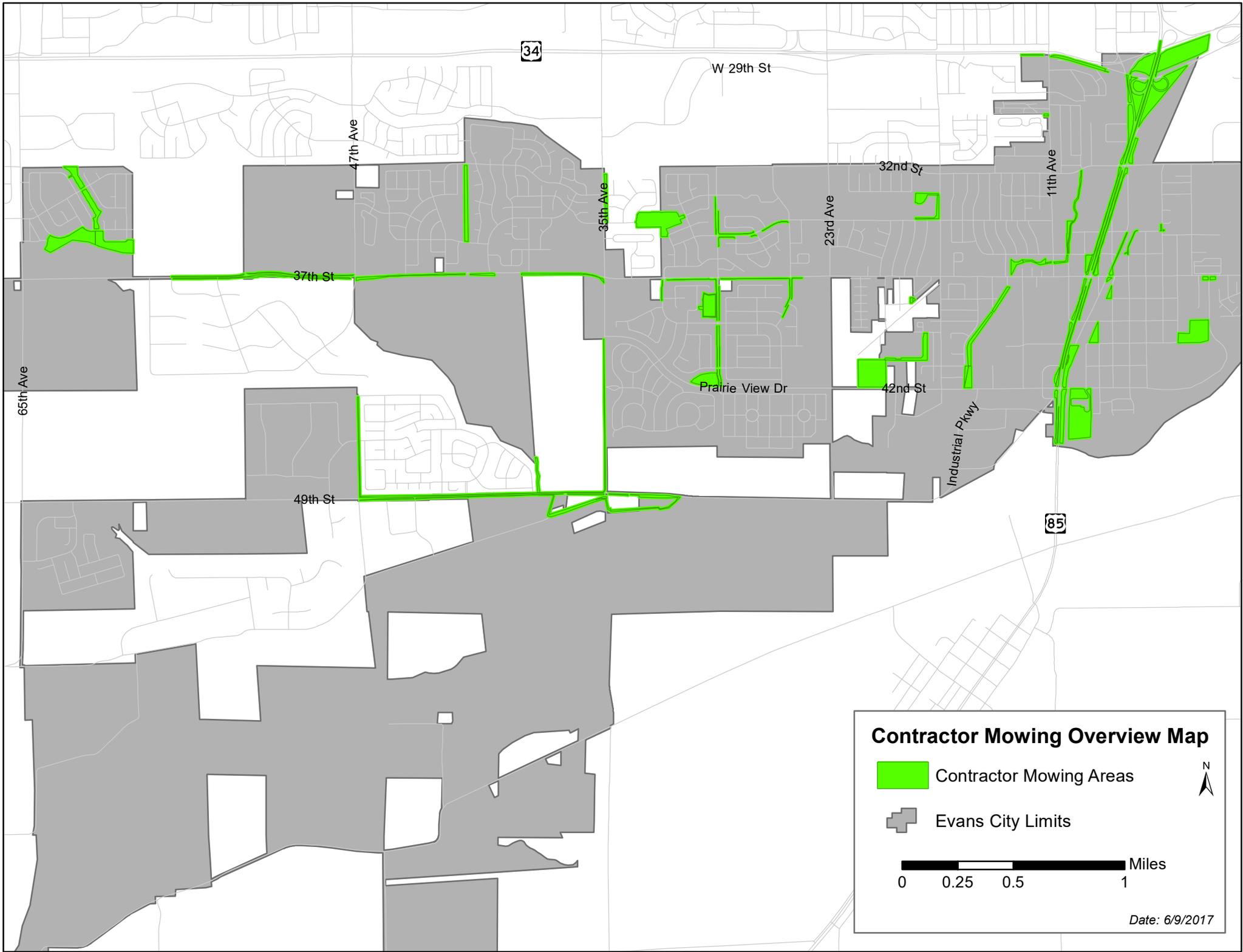
1. From 40th St to northeast corner of Freedom Park Property- 100,000 sqft

T. Freedom Park- 283,400 sqft

1. Open space area, exclude interior dog turf area- 283,400 sqft

U. Ashcroft Draw- 137,000 sqft

1. Walking trail between 32nd St and 36th St. - 137,000 sqft



34

W 29th St

47th Ave

35th Ave

32nd St

11th Ave

37th St

23rd Ave

65th Ave

Prairie View Dr

42nd St

Industrial Pkwy

49th St

85

Contractor Mowing Overview Map

 Contractor Mowing Areas

 Evans City Limits

 Miles
0 0.25 0.5 1



Date: 6/9/2017