

CITY OF WRAY, COLORADO



BIDDING DOCUMENTS: BIDS FOR CURB AND GUTTER AND STREET SURFACING
REPLACEMENT

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ARTICLE I. BID RECIPIENT

Submittals will be accepted no later than 2:00PM (local time), April 29, 2019 to:

**CITY OF WRAY
ATTN: JAMES DEPUE, CITY MANAGER
CURB & GUTTER REPLACEMENT
245 W 4TH STREET
P.O. BOX 35
WRAY, CO 80758
970-332-4431**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. For additional details or to answer applicable questions, please contact City Manager James DePue at (970) 332-4431.

ARTICLE II. BIDDER'S ACKNOWLEDGEMENT

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE III. BIDDER'S REPRESENTATIONS

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following exhibits:

**Exhibit A: Bid Submittal
Exhibit B: Scope of Work**

- B. Bidder has visited the Site (s), conducted a thorough, alert visual examination of the Site (s) and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site (s); information and observations obtained from visits to the Site (s); the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE IV. BIDDER'S CERTIFICATION

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE V. BASIS OF BID

Bidder will complete the following Scope of Work in accordance with the Trade Contractor Agreement:

- A. Contractor to provide all labor, materials and equipment to complete the project.
- B. Contractor is responsible for damage to any existing features, i.e. grass, sprinkler system, shrubs, windows, siding, etc. shall be repaired in-kind by the contractor at their cost.
- C. Contractors are responsible for verifying all measurements and information prior to beginning work.
- D. The Contractor will furnish the City with a beginning date and ending date for the replacement of curb, gutters, and street surfacing.
- E. Contractor is responsible for jobsite cleanup and for hauling all scrap and debris created as a result of installation to an acceptable disposal site. Disposal ticket shall be retained and forwarded to City.
- F. Contractor is responsible for acquiring required permits for each location.
- G. Contractor is responsible for providing the owner with a copy of the final signed permits.

Scope of Work

- H. Removal and replacement of curb and gutter for nine (9) blocks along the south side of HWY 34 between Blake Street and S. Grove Street. Reference Exhibit B Map attached to this request.
- I. Removal of existing asphalt street surfacing on E. 2nd Street between Adams Street and Ash Street. Reference Exhibit B Map attached to this request.
- J. Removal of existing asphalt street surfacing on Ash Street between E. 2nd Street and S. Railway Street. Reference Exhibit B Map attached to this request.
- K. Laying of concrete street surfacing on E. 2nd Street between Adams Street and Ash Street. Reference Exhibit B Map attached to this request.
- L. Laying of **8-inch concrete** street surfacing on Ash Street between E. 2nd Street and S. Railway Street. Reference Exhibit B Map attached to this request.

ARTICLE VI. TIME OF COMPLETION AND PRELIMINARY SCHEDULE

- A. The Bidder will furnish the City with a beginning date and ending date for the curb and gutter replacement project(s).

- B. The City will extend days for completion depending on weather conditions; the City Manager will have final determination on any extension of time. Bidder accepts the provisions that for any delay that does not constitute an excusable delay under Section 108.09, of the CDOT Green Book, which is necessary to substantially complete the project, the Owner will deduct a daily charge of \$300.00 per calendar day as liquidated damages from the Contract price.
- C. Preliminary Project Schedule is as follows:

April 8, 2019:	Request for Bids Released
April 29, 2019:	Proposals Due to the City of Wray by 2:00PM
May 14, 2019:	Bids Reviewed by the Wray City Council
June 2019:	Construction Phase Work Start (Subject to City Approval)
TBD:	Project completion and final inspection.

ARTICLE VII. ATTACHMENTS TO THIS BID

The following documents are submitted with and made a condition of this Bid:

- Exhibit A: Bid Submittal Form**
- Exhibit B: Scope of Work**

ARTICLE VIII. BID SECURITY

- A. A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent (5%) of Bidder’s maximum Bid price and in the form of a certified check, bank money order, or a Bid bond issued by a surety from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- B. The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner’s exclusive remedy if Bidder defaults.
- C. The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- D. Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE IX. SUBMISSION REQUIRMENTS

- A. Bidder must also, provide a certificate of liability and worker’s compensation, with the City of Wray as additionally insured.
- B. For proposals that exceed \$50,000 the following requirements are applicable:

- 1) Performance Bond will be in an amount not less the one hundred percent (100%) of the Contract Price but, in any event, shall provide for the completion of the project in accordance with the Contract Documents, with additional cost to the Owner.
- 2) Payment Bond will be in an amount not less than one hundred percent((100%) of the Contract Price but, in any event, shall provide for the payment of all project costs in accordance with the Contract Documents, without additional cost to the Owner.
- 3) Maintenance Bond will be so conditioned as to provide for the correction or replacement of any portion of the Work that proves defective in materials or workmanship for a period on one year following final acceptance of the project and shall cover not only the material but also the costs of removal, correction, re-construction and any other costs incurred in the repair of defective portion of the Work.

ARTICLE X. BID CONSIDERATIONS

- A. Considerations will be given to Contractors who purchase all materials within the City of Wray.
- B. The City of Wray reserves the right to reject any or all proposals, to waive any informalities or irregularities therein, and to negotiate other terms in the proposals.

ARTICLE X. EXHIBITS

EXHIBIT A: BID SUBMITTAL FORM

Bidder: [Indicate correct name of bidding entity]

Beginning date: _____ **Ending Date:** _____

	DESCRIPTION	QUANTITY	TOTAL BID	OPTIONS/UPGRADES
Curb/Gutter	Blake St. to Adams St.	218 LF	\$	
	Adams St. to Main St.	276 LF	\$	
	Main St. to Ash St.	252 LF	\$	
	Ash St. to Birch St.	155 LF	\$	
	Birch St. to Cedar St.	190 LF	\$	
	Cedar St. to Douglas St.	280 LF	\$	
	Douglas St. to Elm St.	296 LF	\$	
	Elm St. to Elm Ct.	150 LF	\$	
	Elm Ct. to Grove St.	319 LF	\$	
Curb/Gutter Replacement Sub Total:			\$	
Street Surfacing	2 nd St. - Adams to Main	8,052 FT ²	\$	
	2 nd St. - Main to Ash	13,428 FT ²	\$	
	Ash St. - 2 nd to S. Railway	13,312 FT ²	\$	
Street Surfacing Sub Total:			\$	
Total Bid Amount:			\$	

Materials Vendor(s) : _____

Additional Information:

Bidder: [Indicate correct name of bidding entity]

By:

[Signature]:

[Printed name]:

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for receiving notices:

EXHIBIT B: SCOPE OF WORK

- A. Scope of Work at each location is included in the following Exhibit A. This document is an initial estimate ONLY concerning the necessary repairs, description of repairs, and site specific information.
- B. Bidder is responsible to visit the Site (s), conducted a thorough, alert visual examination of the Site (s) and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

