

CITY OF WRAY, COLORADO



REQUEST FOR PROPOSALS FOR WRAY EAST INDUSTRIAL PARK EXPANSION
PROJECT: NEW CURB AND GUTTER INSTALLATION
RFP No. 120-2023

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ARTICLE I. INTRODUCTION

The City of Wray, Colorado (City) is seeking proposals from qualified firms to install approximately 3,000 linear feet of CDOT M-609-1, Type 2, Section IIB (6 inch barrier—2 ft gutter) Curb and Gutter in the Wray East Industrial Park.

ARTICLE II. BID RECIPIENT

Submittals will be accepted no later than 12:00PM (local time), April 26, 2023 to:

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

Email: jdepue@cityofwray.org

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 or via email.

ARTICLE III. 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 IV. 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

Exhibit C: Land Survey Plat for Lots 2, 3 & 5, Wray East Industrial Park

Exhibit D: Land Replay for Lots 7, 8, 9, 10, 11 12, 13, & 14

- 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 V. 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 VI. 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 final site grading and installation of new CDOT M-609-1, Type 2 curb, gutter pan.
- 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.

ARTICLE VII. SCOPE OF WORK

The work will consist of the installation of CDOT M-609-1, Type 2, Section IIB (6 inch barrier—2 ft gutter) Curb and Gutter in the Wray East Industrial Park. A total linear footage of approximately 3,000 linear feet of curb and gutter and location (Exhibit B). A land

surveys for the site were completed in 2017 and 2020 by a licensed professional land surveyor including locating and/or setting monuments to identify lot and right of way boundaries (Exhibit C & Exhibit D).

Rough grading for the curb and gutter installation has been completed. The city will self perform final grading for the project, with the coordination of contractor. The City may add or subtract from the project as funding allows.

ARTICLE VIII. TIME OF COMPLETION AND PRELIMINARY SCHEDULE

- A. The Bidder will furnish the City with a beginning date and ending date for the 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 a follows:

April 3, 2023:	Request for Bids Released
April 26, 2023:	Proposals Due to the City of Wray by 12:00PM
May 14, 2023:	Bids Reviewed/Awarded by the Wray City Council
June 1, 2023:	Construction Phase Work Start (Subject to City Approval)
June 30, 2023:	Project completion and final inspection.

ARTICLE IX. 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**
- Exhibit C: Land Survey Plat for Lots 2, 3 & 5, Wray East Industrial Park**
- Exhibit D: Land Replay for Lots 7, 8, 9, 10, 11 12, 13, & 14**

ARTICLE X. 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 XI.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.

I. TERMS AND CONDITIONS

- 1. Proposers are expected to examine exhibits, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
- 2. Each bidder shall furnish the information required in the Request for Qualifications/Proposals.
- 3. The Contract/Purchase Order will be awarded to the responsible bidder whose submittal, conforming to the Request for Qualifications/Proposals, will be most advantageous to the City of Wray, price and other factors considered.
- 4. Any interpretation, correction or change of the RFQ/RFP documents will be made by Addendum. Interpretations, corrections, and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The City's Representative will not be responsible for oral clarification.
- 5. All submittals must be received at the address or via email by the date and time

specified herein.

6. Any submittal received after the identified date and time will be returned unopened.
7. Following the selection process, the proposal for the selected Proposer shall be made available for public review, except for any items that the Proposer has requested, in writing, to remain confidential under applicable law.
8. 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.

II. SELECTION CRITERIA

The following topics will be considered in the Qualifications Based selection of a firm:

<u>CRITERIA</u>	<u>POINTS POSSIBLE</u>
1. Capability to perform all aspects of project.	25
2. Qualifications and expertise of key personnel assigned to the project and their proven ability to work on similar projects.	25
3. Success of previously completed projects	20
4. Degree to which the response accomplishes the project’s goals.	15
5. Familiarity with the project location.	10
6. Ability to meet schedules within budget.	5
<hr/>	
TOTAL POSSIBLE POINTS	100

III. REQUESTS FOR CLARIFICATION

Any requests for clarification of additional information deemed necessary by any respondent to present a proposal shall be submitted in writing, via postal service or email, to James DePue, City Manager referencing this request.

Written requests must be received a minimum of five (5) calendar days prior to the submission deadline. Any requests received after this deadline will not be considered. All requests received prior to the deadline will be responded to by James DePue in the form of an addendum addressed to all prospective respondents.

Direct contact with City elected officials or City staff (with the exception of the City Manager) during the selection process, except when and in the manner expressly authorized by the Request for Proposal documents, is strictly prohibited and may render the submittal as non-compliant. Violation of this requirement is grounds for disqualification from the process.

ARTICLE XII. 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
CDOT M-609-1, Type 2, Section IIB (6-inch barrier—2 ft gutter) Curb and gutter Materials/Concrete	Approximately 3,000 LF	\$	
CDOT M-609-1, Type 2, Section IIB (6-inch barrier—2 ft gutter) Curb and gutter Installation Labor	3,000 LF	\$	
Other Associated Costs			
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 is included in the following Exhibit A. This document is an initial estimate ONLY concerning the necessary installation 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.

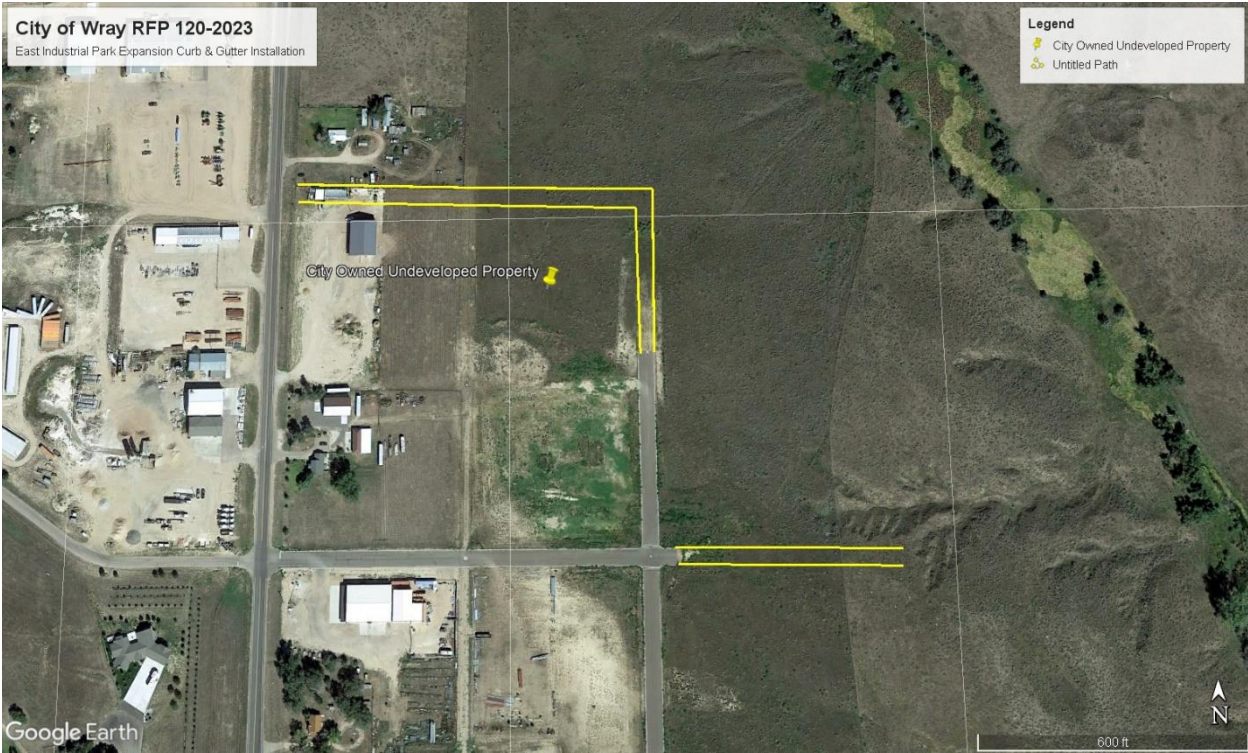


EXHIBIT C: LAND SURVEY PLAT FOR LOTS 2, 3 & 5, WRAY EAST INDUSTRIAL PARK

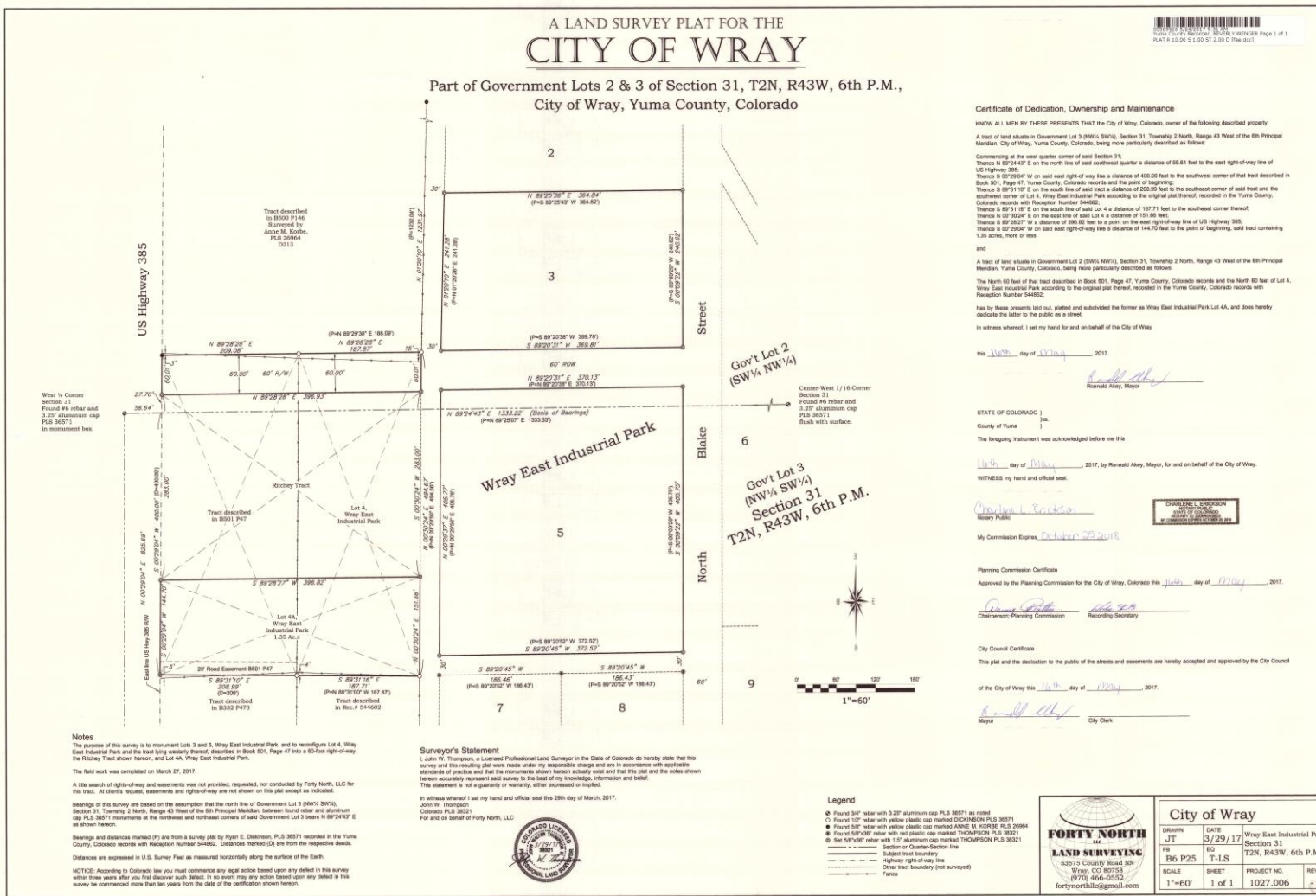


EXHIBIT D: LAND REPLAT FOR LOTS 7, 8, 9, 10, 11, 12, 13, & 14

WRAY EAST INDUSTRIAL PARK
A REPLAT OF LOTS 7, 8, 10, 11, 12, 13, & 14
Part of Government Lot 3 1/4 NW 1/4 SW 1/4 of Section 31, 12N, R43W, 6th P.M.,
City of Wray, Yuma County, Colorado

Plat Data:
 Section 31: 360.000' x 360.000'
 Section 32: 360.000' x 360.000'
 Section 33: 360.000' x 360.000'
 Section 34: 360.000' x 360.000'

Lot Acreage:
 Lot 3: 1.21 Acres
 Lot 4: 1.21 Acres
 Lot 5: 1.21 Acres
 Lot 6: 1.21 Acres
 Lot 7: 1.47 Acres
 Lot 8: 1.48 Acres
 Lot 9: 1.21 Acres
 Lot 10: 1.21 Acres
 Lot 11: 1.53 Acres
 Lot 12: 1.17 Acres
 Lot 13: 1.79 Acres
 Lot 14: 1.77 Acres
 Lot 15: 1.53 Acres
 Lot 16: 1.53 Acres

Streets:
 Blake Street
 North Road
 East Road
 US Highway 385

Legal:
 All parcels are in 127th zone as of the 8/27/21 vote of the City of Wray. The parcels are in the 127th zone as of the 8/27/21 vote of the City of Wray. The parcels are in the 127th zone as of the 8/27/21 vote of the City of Wray.

City of Wray Information:
 Name: City of Wray
 Address: 601 W. 11th St., Wray, CO 80551
 Phone: (719) 466-4553
 Fax: (719) 466-4552
 Website: <http://www.cityofwray.com>

Forty North Land Services:
 Name: Forty North Land Services
 Address: 1000 S. 10th St., Wray, CO 80551
 Phone: (719) 466-4553
 Fax: (719) 466-4552
 Website: <http://www.fortynorthland.com>

City of Wray Seal:
 The seal of the City of Wray, Colorado, featuring the text 'CITY OF WRAY, COLORADO' and '1886'.

Signatures and Approvals:
 Planning Commission: Approved by the Planning Commission on the 21st day of August, 2023.
 Mayor: [Signature]
 City Clerk: [Signature]
 Planning Director: [Signature]

Notes:
 1. This plat is a replat of the land shown on the attached plat of the City of Wray, Colorado, and is subject to the same terms, conditions, and restrictions as the land shown on the attached plat.
 2. The City of Wray, Colorado, hereby certifies that the land shown on this plat is the same land as the land shown on the attached plat.
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